



ALLIANCE

FOR INTELLECTUAL PROPERTY

IPO CALL FOR VIEWS MODERNISING THE EUROPEAN COPYRIGHT FRAMEWORK

6TH DECEMBER 2016

1. The Alliance for Intellectual Property welcomes the opportunity to comment on the European Commission's proposals for reform of copyright which will have a significant impact on the UK's creative industries however we decide to exit from the European Union.
1. The UK's strength in Intellectual Property (IP) is a global success story, creating jobs and driving growth. The UK's creative industries are also a global success story and are worth £84.1 billion to the UK's GVA¹, accounting for 1.9 million jobs². Intellectual property (IP) rights are fundamental to this success, allowing businesses and creators to invest, develop and innovate in products and services. The success is overwhelmingly built on the creation and commercial exploitation of IP. The health of our industries therefore depends heavily on strong protection for the IP rights which enable our creative businesses to realise the value of their products. Copyright in particular is of fundamental importance to many creative industry sectors. It enables creators to derive a financial return for their work and provides an incentive for businesses to invest in creative content and to disseminate their works to the public which fuels further creativity.
2. On 14th September 2016, the European Commission published its proposals relating to reform of copyright rules - they included two proposed directives and two regulations. It is encouraging that the European Commission has listened to the concerns of creators, rights holders, consumers and businesses across the EU and made changes. However there are some remaining proposals that, if brought into force, would negatively impact on the ability of creators to create and on consumers and the marketplace for creative works.
3. It is also worth noting that as a general point that where exceptions to copyright are introduced it is vital that 'exception jumping' does not take place, ie access to content under one exception cannot be deemed to give the prerequisite 'legal access' under a second and subsequent exception.

¹ <https://www.gov.uk/government/publications/creative-industries-economic-estimates-january-2016/creative-industries-economic-estimates-january-2016-key-findings>

² <https://www.gov.uk/government/publications/creative-industries-2016-focus-on/key-findings>

Text and data mining – Article 3 – Directive on copyright

4. It is encouraging that this article is close to the extent of the UK's existing exception. However, we maintain that the exception should only apply to non-commercial research as it does in the UK.
5. Exceptions for text and data mining must also ensure that content identification is properly employed.
6. 'Lawful access' requires further clarification and should be supplemented with the wording "...with the consent of the right holder (or subscribed access)".
7. Users should be required to guarantee that the copy of the content made in order to undertake the mining is securely stored. The designated public interest research organisations should also provide information to rights holders on how they will store and secure the copies.
8. Once mining has been performed, it should be a legal requirement that the copy made by the research organisation undertaking the mining be deleted.

Use of works and other subject-matter in digital and cross-border teaching activities – Article 4 – Directive on copyright

9. The Commission's proposal is helpful and to be welcomed. However, the way in which the text now links two separate provisions supporting voluntary copyright exception provisions within Directive 2001/29/EC must be appreciated when addressing the mandatory effect of the new proposals³. Linking the Article 4 provisions to uses linked to an "educational establishment" is important to help ensure that the new provisions link to the way in which some Member States (including the UK) provide for exceptions and limitations otherwise relevant for non-commercial uses for the benefit of educational establishments being subject to licensing options.⁴ However, given the exception is now to be made mandatory, the significance of Article 4 (2) qualifying the application of the exception "to the extent that adequate licences authorising the acts in question --- are easily available on the market" will be important to reflect how well established licensing schemes adopted by educational establishments within the United

³ Article 5.2 (c) "Member States may provide for exceptions and limitations to the reproduction right provided for in Article 2 – in respect of specific acts of reproduction made by ...educational establishments .. which are not for direct or indirect commercial advantage".

⁴ Article 5.3 (a) "Member States may provide for exceptions or limitations to the rights provided for in Articles 2 and 3 ... use for the sole purpose of illustration for teaching or scientific research"

Kingdom, currently work in practice. This can be achieved by replacing ‘may’ with ‘shall’ in the first line of Article 4.2.

10. Access to the copied works should be limited to the students or pupils directly involved in the particular teaching activities of the educational establishments where the work is used. The guidance provided in Recital 16 of the proposed Directive is important in this respect.
11. Where existing limits on uses apply to exceptions recognised under national laws linked to use “for the sole purpose of illustration for instruction/teaching”, these limits should continue to be recognised as relevant to the justification of the non-commercial purpose to be achieved. For example the current exception in the UK under s 32 CDPA 1988 (as amended by S.I. 2014 No 1372) provides:

Fair dealing with a work for the sole purpose of illustration for instruction does not infringe copyright in the work PROVIDED THAT the dealing is

(a) for a non-commercial purpose

(b) by a person giving or receiving instruction (or preparing for giving or receiving instruction) and

(c) accompanied by a sufficient acknowledgement (unless it would be impossible for reasons of practicality or otherwise”.

Preservation of cultural heritage – Article 5 – Directive on copyright

12. Article 5 mirrors the UK exception which similarly permits cultural heritage institutions (museums, libraries and archives) to digitise copies of works for the purpose of preservation. The UK exception, however, contains an important provision which is missing in the Commission’s proposal which needs to be added – that institutions can only avail themselves of the exception if it is not reasonably practicable to purchase a replacement.
13. The proposal lacks a clear definition as to what is meant by “permanent collection”. While Recital 21 attempts to define it as “copies owned or permanently held by the cultural heritage institutions, for example as a result of a transfer of ownership or licence agreement”, this is not sufficient in an age of digital subscriptions and other forms of access. A distinction must be made between works that are contained in and acquired permanently for the collections on the one hand, and works that are accessed via the servers of publishers or another third party and under conditions allowing access to the collection for a temporary period, on the other hand. This is because when the work is no longer accessible by the library, the work is no longer part of the permanent collection.

Use of out-of-commerce works by cultural heritage institutions – Article 7 – Directive on copyright

14. It is important to state that “out of commerce” does not constitute “out of copyright” and that copyright should prevail.
15. The principles for licensing out of commerce works were carefully negotiated and agreed between rights holder organisations and library organisations and recorded in a Memorandum of Understanding signed in Brussels in September 2011. To the extent that Article 7 is consistent with those principles and the safeguards provided for rights holders we support this. We would urge the Government to ensure that all aspects of that MOU are properly incorporated into Article 7.

Cross-border uses – Article 8 – Directive on copyright

16. The impact of the proposed copyright package is generally harmful to the audio-visual industry. The erosion of territoriality and of exclusive rights reduces the ability to raise pre-production financing and to distribute digital audio-visual content according to consumer demand, including cultural differences within the EU. Today, audio-visual entertainment is increasingly available across different platforms, at different price points to suit different target audiences, including across borders and/or for free, according to market forces. This is possible because contractual freedom allows rights owners to release audio-visual content at different times within the value chain, enabling the audio-visual distributors to meet audiences’ needs while at the same time recouping investment in production.
17. Mandatory exceptions dictating access conditions would remove the ability to negotiate licensing solutions which respect right holders’ interests, enable tailored offerings to the variety of European audiences’ tastes, override cultural differences and ultimately result in a reduction of choice and price flexibility for consumers in different markets across the EU, as highlighted by the evidence in the Cross-Border Access Report of May 2016⁵, together with the well documented case studies of how film productions are financed⁶.
18. A 2012 study⁷ on the economic potential of cross-border paying audio-visual services found that major international platforms tend to provide localised versions of their audio-visual on demand services which are not available cross-border. The CRA⁸ report also drew attention to the European Commission statement that multi-territory audio-visual on-demand services as such had not widely emerged and that large providers

⁵ <http://crossborderaccessreport.eu/report/>

⁶ http://www.ivf-video.org/new/public/media/FIAPF_IFTA_IVF_MPA_Case_Studies_July_24_2015.pdf

⁷ http://ec.europa.eu/internal_market/media/docs/elecpay/plum_tns_final_en.pdf

⁸ http://ec.europa.eu/internal_market/copyright/docs/studies/1403_study1_en.pdf

(such as Amazon, Netflix and iTunes) target their services to local audiences, addressing viewers in their national language and offering locally preferred films as well as subtitling or dubbing requirements. Consumption is often limited to the national version of the online store on the basis of a filtering system, for instance using the location of consumers' credit cards.

Protection of press publications concerning digital uses – Article 11 – Directive on copyright

19. Any solution to provide legal certainty as to the position of publishers as rights holders in the digital age should not be restricted to press publishers.
20. It is important the distinct issues driving the need for separate consideration of issues linked to Article 11 and to Article 12 of the proposed Directive are considered on this basis.
21. Discriminating between different categories of publisher is unjustifiable and impractical. We cannot see the rationale in giving more protection to the investment of one category of publisher compared to others. The current distinction between press/magazines/journals/books is a 20th Century one. In the digital age with the ability to provide continuous updating of content, this distinction becomes blurred. What is the difference between an online magazine continuously updated and upgraded and an online published learning resource enriched with web resources, media content and similarly continuously updated and upgraded? Or an academic journal which is constantly posting new materials, findings and discussion?
22. The Commission has stated many times that copyright law requires modernisation and should take into consideration the reality of media convergence which characterises the digital world. Recital 10 of the Information Society Directive recognises that “the investment required to produce products such as phonograms, films or multimedia products, and services such as ‘on demand’ services, is considerable. Adequate legal protection of intellectual property rights is necessary in order to guarantee the availability of such a reward and provide the opportunity for satisfactory returns on this investment”. It is therefore hard to justify today the absence of publishing products in general from the list of creative products and services deserving this “adequate legal protection”.
23. Nevertheless, the provisions in Article 11.2 indicating that the new right in no way affects any rights provided in Union law to authors and other right holders, in respect of the works and other subject-matter incorporated in a press publication are important. However, more direct recognition of the endeavours and investment that enables the “ensemble” of creative works and contributions making up the “publications” relevant to Article 11 is increasingly important. In the digital world a “published edition” is much

more than works presented on paper. Digital publications are often dynamic digital objects, resulting from professional investment which is proven to be worth reading, citing and disseminating for the advancement of informing and educating others. As such the right in Article 11 will help to address the problem of enforcement of rights by helping to reduce the burden of proof otherwise facing “publishers” who are in practice custodians of both works that they create themselves and works and contributions from third party authors.

24. There is also a concern that the proposed term of protection of 20 years is inconsistent with the rights of other content producers and fails to take into account the commercial value of the archives of publications for which Article 11 intends to provide protection.

Publisher entitlement to claim a share of compensation for the uses of a work made under an exception or limitation to the transferred or licensed right – Article 12

25. This proposal reflects well established and long recognised practice and will provide welcome clarification of a matter which has come under question as a result of questions raised under specific legal cases.

Access to and availability of audio-visual works on audio-visual-on-demand platforms – Article 10

26. There are well over 3,000 audio-visual on demand (VoD) services enjoyed by audiences across the EU⁹. There is no evidence of a problem of access relating to these existing services that requires intervention, be that a falsely assumed clearance or transaction cost (since for audio-visual material the producer is normally the single licensing entity) or frustrated consumer demand. In the 2015 Eurobarometer survey¹⁰, the five percent of internet users trying to access film or TV content through online services meant for other member states demonstrates the very low consumer demand for non-national audio-visual material.

27. According to Article 6, Member States will be able to force right holders to ensure that the beneficiaries of the new exceptions can avail themselves of the exception, even where works are made available via on-demand services on agreed contractual terms. This is a departure from the special status accorded to on-demand services under Article 6 of the Copyright Directive (Article 6.4.4 of the Copyright Directive will thus not apply). In addition, despite the language of Recital 7 on the relationship between the use of technological protection measures and access under exceptions, legal uncertainty remains. Combined with the notion of ‘effectiveness of exceptions’ developed by the CJEU, legal certainty is even further compromised.

⁹ <http://mavise.obs.coe.int/>

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<http://ec.europa.eu/COMMFrontOffice/publicopinion/index.cfm/ResultDoc/download/DocumentKy/67376>

28. It is worth noting the findings of the EC-commissioned study by Charles River Associates¹¹ published in 2014, which reported that “policy changes which reduce the effectiveness of territorial licensing entail a risk of undermining the associated efficiencies which do not appear to be justified by the possibility to reduce the risk of harm.”

Use of protected content by information society service providers storing and giving access to large amounts of works and other subject-matter uploaded by their users – Article 13

29. The Alliance recognises the important role “safe harbour” plays in supporting the networks and technologies which underpin the online market.
30. It is in the interests of all (consumers, creators, distributors and platforms) to ensure that the online content market is fair and that it rewards creators and their business partners. This will support continued investment in new and exciting content for all.
31. However, there are concerns around the functioning of safe harbour from Alliance members who feel there is a lack of clarity about the functions and purpose of safe harbour. This has allowed a number of content service providers to benefit both directly and indirectly from the unauthorised use of creative content without the permission or remuneration of the rights holders - and has created a significant and growing gap between the value extracted from the increased use of premium content by certain platforms and the value that the creators and creative sectors are able to retain and invest.
32. The proposal will assist creators in ensuring that measures are operating to prevent the uploading of unlicensed content and it is important that greater transparency exists in the operation of such measures.

Fair remuneration in contracts of authors and performers – Articles 14-16

33. Alliance members fully support the principles behind Articles 14-16; it is vitally important that creators are properly remunerated and informed as to how and where their works are being used. In many scenarios, there is risk both for creator and investor, so drafting here needs to reflect the necessary balance of reward, and to allow success to be shared fairly as well as not discouraging creative risk.
34. It is evident that any practical application of this proposal would need careful consideration, whether in relation to contractual or collective arrangements, or in appropriate processes for contract dispute resolution. In respect of the latter it is important to note the valuable and trusted role played by IPEC and its Small Claims

¹¹ http://ec.europa.eu/internal_market/copyright/docs/studies/1403_study1_en.pdf

Track in copyright disputes.

35. For more detailed responses to Articles 14-16 please refer to Alliance members' individual submissions.

Regulation on Broadcasting Organisations

36. The Proposed Regulation would introduce a country of origin principle default rule for rights clearance of certain broadcasters' ancillary online transmissions, which is of significant concern to the Alliance and notably its audio-visual members, as it is to the majority of the UK's audio-visual sector. A country of origin default rule for rights clearance would significantly undermine the principle of exclusive territorial licensing, which is fundamental to the sustainable financing and distribution models that underpin the commercial viability of audio-visual content, be it high-end scripted drama, independent films, international films or the broadcast of elite sport.
37. The extension of the principle of country of origin to broadcasters' ancillary online services will have a serious and detrimental impact across the entire value chain in the audio-visual sector. The combination of this proposed legislation undermining copyright and the application of EU competition law limiting contractual freedom risks undermining both the value of exclusive rights and the ability of rights holders to effectively exploit their content.
38. The Commission's proposal to extend the country of origin principle from the Satellite and Cable Directive, amounts to a disproportionate approach that is wholly unsuited to the internet environment particularly given the complete lack of evidence to justify such a radical interference in the exercise of exclusive rights upon which rights holders rely to finance and produce creative content.
39. Transplanting this principle to certain broadcasters' online transmissions would mean that broadcasters only need to clear the rights to the content on their ancillary online services in one EEA Member State yet be able to make the content on these online services available in every EEA Member State.
40. Ancillary online services are defined as services which have a "clear and subordinate relationship" to the original broadcast of a programme. In practice this would appear to apply to, for example:
- The simultaneous online broadcast of a programme via an online service (i.e. watching a programme online simultaneously with the linear broadcast)
 - Programmes that are available on online services for a defined period of time after their original linear broadcast (i.e. the catch up elements of online services)
41. Territorial exclusivity enables the sustainable funding and distribution models upon which the audio-visual industry relies. Fundamental and irreversible harm would be caused to consumers, the industry and to cultural diversity if exclusive territoriality is weakened.

42. A 2014 study by Charles River Associates, commissioned by the European Commission, found that changes to limit stakeholders' ability to exploit online content on a territory-by territory basis could negatively affect social welfare and might decrease, rather than increase, consumer choice.¹²
43. In May 2016 a report by Oxera and O&O¹³ commissioned by organisations from across the European audio-visual sector found that mandated cross border access to audio-visual content would have significant adverse effects on consumers across Europe and harm all parts of the industry. This study predicted consumer welfare losses of up to €9.3 billion per year. The report's other key findings include a dramatic reduction in local film and TV content, less culturally diverse content. Higher prices for consumers and threats to funding of high profile TV series.
44. In practice, the Commission's proposals would mean that a licence granted to a broadcaster in a given Member State (and for the territory of that Member State) in respect of its ancillary online services would automatically permit that broadcaster to make its ancillary online services available in all other Member States
45. An important aspect of territorial exclusivity is determining the timing of the work's release through the different windows, which vary from one country to another. The timing of each window depends on commercial negotiation based on national tastes and customs and, in some countries, on national laws. If a country of origin rule applies to the 'ancillary online rights,' the first EU territory to offer content on live streaming or catch-up will cut across the release windows in all other EU territories. This would diminish the value of exclusive licenses and create perverse incentives to withhold content. For example a hit film is purchased exclusively for its UK broadcast debut for the Christmas schedules and exclusively by a German broadcaster to premiere the following February carnival weekend. In this instance the German broadcaster will have no interest in buying exclusive rights to the film if it has already been available online in Germany via the UK simulcast at Christmas or via UK catch up during January.
46. Furthermore, services such as catch-up are very valuable and the financial value of primary television licenses is increasingly linked to catch-up services. Similar economics apply to internet simulcasting, which is also within scope of the Proposed Regulation. Sacrificing control over the licensing of these services could mean sacrificing control over a substantial proportion of current and future revenue for the audio-visual sector.
47. While the Proposed Regulation itself does not limit or question the principle of contractual freedom, the combination of the Proposed Regulation and competition law rules jeopardises it. The Commission has argued that broadcasters will not be **required** to make services available across borders and it claims that rights holders will still be able to exercise contractual freedom to license rights on a territorial basis. However, the

¹² Charles River Associates, Economic Analysis of the Territoriality of the Making Available Right in the EU: http://ec.europa.eu/internal_market/copyright/docs/studies/1403_study1_en.pdf

¹³ Oxera and Oliver and Ohlbaum, The impact of cross-border access to audiovisual content on EU consumers: [http://www.oxera.com/getmedia/5c575114-e2de-4387-a2de-1ca64d793b19/Cross-border-report-\(final\).pdf.aspx](http://www.oxera.com/getmedia/5c575114-e2de-4387-a2de-1ca64d793b19/Cross-border-report-(final).pdf.aspx)

Proposed Regulation (and the documents accompanying it) completely fail to engage with the potential application of a combination of competition law and the country of origin principle.

48. The country of origin principle for copyright licensing when considered alongside the position being advanced by DG Competition against meaningful territorial restrictions would suggest that there is no effective freedom of contract, most notably in the Statement of Objections issued against Sky and the six major Hollywood studios. Rights holders see this as a concerted effort to suppress contractual freedom to license rights on an exclusive territorial basis. Under this interpretation, the country of origin principle would mean that copyright licences granting rights in one EEA Member State are effectively pan-EEA licences, and competition law, per DG Competition, prevents the provision of meaningful territorial restrictions.
49. In addition, and regardless of the outcome of the competition case, small producers will be in a weak position when negotiating with large platforms, who could 'twist their arm' to force pan-European licenses. This is already happening with regard to, for example, the time periods (windows) during which individual content assets are offered via catch-up services. Alternatively rights holders may choose to not grant the simulcast and catch up rights to their content, limiting consumer choice and access. Obviously, the individual reactions of rights holders may vary but these possibilities have been identified in the economic studies referred to above.
50. The inevitable ultimate consequence of the dual effect of the proposed country of origin principle and the potential outcome of the DG Competition inquiry would be the introduction of pan-European licenses. Pan-European licenses would increasingly concentrate power in a few pan-EU, international platforms, as they will be the only ones able to afford such licenses more easily than smaller national platforms.
51. The effect of this market concentration would be a lessening of consumer choice as well as likely price rises due to more limited competition in the market. One of the first casualties of pan-European licenses is likely to be local language versions of content, the making of which is expensive and time consuming and undertaken at the cost of local licensees. If any other territorial licensee could then access local markets, this would risk the investment of local licensees in local language content and lead to the increasing development of only English versions, clearly against the consumer interest.
52. In contrast to the clear evidence of harm that undermining territorial exclusivity would have on consumers and industry, there are serious flaws and gaps in the evidence base put forward by the Commission justifying their proposal. The Impact Assessment on the proposed Regulation rests on fundamentally flawed assumptions, contradictions and unverified facts that expose the Commission to the charge of a biased and politically motivated, rather than evidence-based policy agenda.
53. The identified problem to justify the application of the country of origin principle to ancillary online services to a broadcast is the "high transaction costs for the acquisition

of rights for their online services when they are offered across borders”.¹⁴ But the impact assessment acknowledges that the Commission has no data to verify this assumption¹⁵ and that even the stakeholder (the EBU, representing public broadcasters) most vocal in calling for action in this field, has not been able to provide any data on cross-border transaction costs for clearing online rights, as compared to transaction costs in one jurisdiction:

“However, despite requests, neither EBU nor the Association of Commercial Television in Europe (ACT) provided data on cross-border transaction costs for clearing online rights, as compared to transaction costs in one jurisdiction.”¹⁶

54. Absent any data that prove higher transaction costs for clearing rights on a cross-border basis, the Commission chooses to highlight transaction costs public broadcasters would face when they clear rights *locally*¹⁷. Ironically, the proposed solution (applying the CoO principle) will not remedy these local transaction costs and therefore it is not relevant to invoke them in this context.

55. It is widely recognised that exclusive territorial licensing is fundamental to the sustainable finance and distribution models upon which the audiovisual sector is reliant.

- there is a strong evidence base highlighting the significant harm to consumers, cultural diversity and industry if territorial exclusivity is undermined;
- the proposed country of origin principle for ancillary online broadcasts would undermine territorial exclusivity and must but be considered in conjunction with the ongoing competition investigations; and
- the evidence base put forward by the Commission in support of this proposal is flawed.

In addition, the UK stands to be hit hardest by any negative impact in this area as it is home to the most successful audio-visual industry in Europe with significant audio-visual exports to the continent.

56. Our concerns are related to the fundamental nature of the Commission’s proposal. We therefore call on the UK Government to oppose the introduction of this Regulation.

Marrakesh Treaty Directive

57. We support the Marrakesh Treaty but believe the UK government should press for the following changes to be made to the draft legislation to ensure the Treaty’s provisions are properly implemented:

a: Commercial availability to be considered before the exception applies.

58. The UK exceptions do not apply to works which are commercially available on reasonable terms by or with the authority of the copyright owner. This corresponds with

¹⁴ [Impact assessment](#), p. 24.

¹⁵ [Impact assessment](#), p. 21

¹⁶ [Impact assessment](#), p. 20 footnote 70

¹⁷ [Impact assessment](#), p. 22

the options for WIPO members provided in Article 4 (4) Marrakesh Treaty. UK publishers have systems in place to cater for the needs of print impaired persons. Not only are publishers best placed to produce accessible formats (technically and legally, also taking into account the views of the authors), their involvement makes the production of accessible format copies more cost efficient; the experience in the UK reflects this.

59. The Directive should include express reference to commercial availability.

b: Lawful access

60. An important element of the Marrakesh Treaty and the UK Regulations is that the beneficiary should have lawful access in order to benefit from the exception. We suggest including that in order for making of accessible copies by authorised entities, the requirement of lawful access is introduced.

c: Trusted intermediaries as authorised entities.

61. Alliance members in the publishing sector note that the cooperation of representatives of print impaired individuals and of publishers has been very successful. The relations in the PA Accessibility Action Group are based on trust which has been established in many years. This trust is key to facilitating the cooperation needed to produce accessible format copies and has been recognised since the 2010 Memorandum of Understanding on access to works for dyslexic or visually impaired readers promoted by the European Commission.

It is a failure of the Directive not to refer to the Memorandum of Understanding and its core principle of trusted intermediaries as the entity authorised to make all the acts needed to produce accessible format copies. Trusted intermediaries are currently part of the activities of the Accessible Books Consortium, a multi-stakeholder partnership comprising WIPO organisations that serve people with print disabilities and organisations representing publishers and authors. The ultimate objective of this Consortium is to increase the number of books available worldwide in accessible formats and make them available to people who are visually impaired. Its trusted intermediary services (TIGAR) provide a practical application of cross border exchange of accessible copies through an international network of authorised entities. It is a missed opportunity that the Directive does not refer to this established practical application, particularly given it is something we have established in the UK for several years now.

About the Alliance

The Alliance for Intellectual Property represents trade associations across the creative, branded and design industries, each concerned with ensuring that IP rights are respected and that a legislative regime exists that enables the value and contribution of these rights to be fully realised. Alliance members represent the audio-visual, music, games and software, sports rights, branded manufactured goods, book and magazine publishing, retailing, visual arts and design sectors.

Alliance Members

Anti-Copying in Design, Anti-Counterfeiting Group, Association of Authors' Agents, Authors' Licensing and Collecting Society, British Association for Screen Entertainment, British Brands Group, BPI, Copyright Licensing Agency, Design and Artists Copyright Society, Educational Recording Agency, Entertainment Retailers Association, Federation Against Copyright Theft, Film Distributors Association, Motion Picture Association, Premier League, Professional Publishers Association, PRS for Music, Publishers Association, Publishers Licensing Society, UK Cinema Association, UK Interactive Entertainment, UK Music

Contact details

For further information or clarification please contact Eddy Leviten or Chloe Jago at eddy@allianceforip.co.uk or chloe@allianceforip.co.uk or 020 7801 1324.