

PUBLIC CONSULTATION ON THE COPYRIGHT COLLECTIVE RIGHTS MANAGEMENT ECOSYSTEM IN SINGAPORE

Prepared by the Ministry of Law (“MinLaw”) and the Intellectual Property Office of Singapore (“IPOS”)

16 May 2017

PART I: INTRODUCTION

- 1.1 MinLaw and IPOS are conducting public consultation on the copyright collective rights management ecosystem in Singapore from **16 May 2017 to 16 June 2017**.
- 1.2 This public consultation is part of a broader overall review of Singapore’s copyright regime. A more general public consultation was held from August to November 2016. The responses to these public consultations will be taken into consideration in our review.
- 1.3 We invite all interested persons to provide feedback and suggestions on the questions and issues highlighted in this consultation paper. Respondents are also welcome to surface any other related issues.

Respondent’s profile

To facilitate the analysis of the feedback received, please provide some background information about yourself, as well as the CMO(s) you interact with.

1) You are:

☐ A creator¹ and member of, or registered with a Singapore-based CMO(s).

Please specify the CMO(s): _____

☐ A creator and member of, or registered with a foreign CMO(s).

Please specify the CMO(s): _____

☐ A creator who is not a member of, or registered with any CMO

☐ A creator association

☐ A publisher that represents creator(s)

☐ A publisher association

☐ An individual user

¹ We are referring to creators broadly, including creators of works like books, articles, film/theatrical scripts, song lyrics, musical compositions, drawings, paintings, sculpture, photographs, as well as creators of sound recordings, movies/films, TV/sound broadcasts, cable programmes and published editions of works (which in the Copyright Act, is referred to as “subject-matter other than works”).

- ☐ A corporate user
- ☐ A user association

☐ A CMO

☐ Others, please specify _____

2) Please indicate the industry you are in _____

(e.g. writing/book publishing, song writing, movie production, education, F&B, nightlife entertainment)

3) Please indicate the collective rights management field that is relevant to you:

- ☐ Music
- ☐ Print
- ☐ Movies and films
- ☐ Visual arts (excluding movies and films) (e.g., paintings, sculpting, photography)
- ☐ Others, please specify _____

4) Please indicate the CMO(s) you interact with (local as well as foreign).
_____.

(If there is more than one CMO you interact with, please indicate which comments are applicable to each CMO. You may wish to consider submitting a separate response for each CMO.)

Your name (optional): _____

Your organisation (optional): _____

Your email address (optional): _____

5) Can we contact you for clarification or further information? YES / NO

PART II: BACKGROUND

A. Collective Management of Copyrighted Works: An overview

- 2.1 Copyright² is a bundle of rights including the right to reproduce, publish, perform, communicate and adapt a work. Copyright enables creators to earn an income by giving users³ permission to use their copyrighted works in return for payment.
- 2.2 Traditionally, in areas where there are many creators and users of copyrighted works, **collective licensing bodies or collective management organisations (“CMOs”)** have managed the copyrighted works for the creators. This is because it is impractical for a creator to negotiate and license the use of his or her works to numerous users individually. It is similarly impractical for a user to negotiate and license the use of the works from numerous creators individually. For example, it is common for restaurants to play background music. It is not practical to expect a restaurant to approach the lyricists and composers of all the songs that it plays to negotiate for a licence and pay a fee to each of them individually.
- 2.3 CMOs therefore exist because of the economies of scale that they enjoy. By managing a large portfolio of copyrighted works, they reduce the transaction cost for creators and users. CMOs are common in the music, movie and book industries.

B. Collective Management Organisations

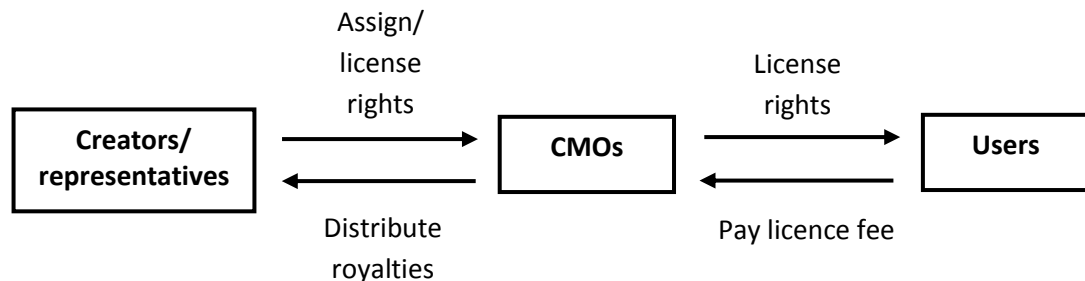
Functions and operating models

- 2.4 In general, CMOs perform three key functions:
- 2.4.1 License works for use.
 - 2.4.2 Collect licence fees from users.
 - 2.4.3 Distribute royalties to creators.

² For more information on copyright, please visit the IPOS website at <https://www.ipos.gov.sg/understanding-innovation-ip/copyright>.

³ “Users” include amongst others libraries, schools, radio stations, broadcasters, pubs, cinemas, restaurants, retail shops.

2.5 The traditional relationship between creators, CMOs and users is depicted below.



2.6 To cover the use of copyrighted works globally, CMOs have generally adopted one of two models:

2.6.1 Operate within a country or territory, and establish reciprocal arrangements with CMOs in other territories. This is common in the music industry.

2.6.2 Operate globally by setting up operations in various countries or territories worldwide. Examples of this can be seen in the movie industry.

Technological and Business Changes

2.7 Rapid improvements in information and communication technologies in the last decade have altered the business environment drastically for collective rights management. These improvements have led to the following changes:

Creation

- 2.7.1 Increase in creators, including freelancers and amateurs, due to:
- improvements in features, ease of use and affordability of equipment and tools for creators, making it easier and less costly to create content, and
 - new platforms enabling creators to reach new consumers.

Distribution

- 2.7.2 Distribution of works has evolved from the sale of physical media to the downloading of digital files to the streaming of digital content.
- 2.7.3 Distribution coverage has changed from an intra-territorial model to a regional or global model, with new internet-based distributors emerging.
- 2.7.4 New platforms enable creators to bypass traditional intermediaries/ distributors and reach consumers directly.

Use/Consumption

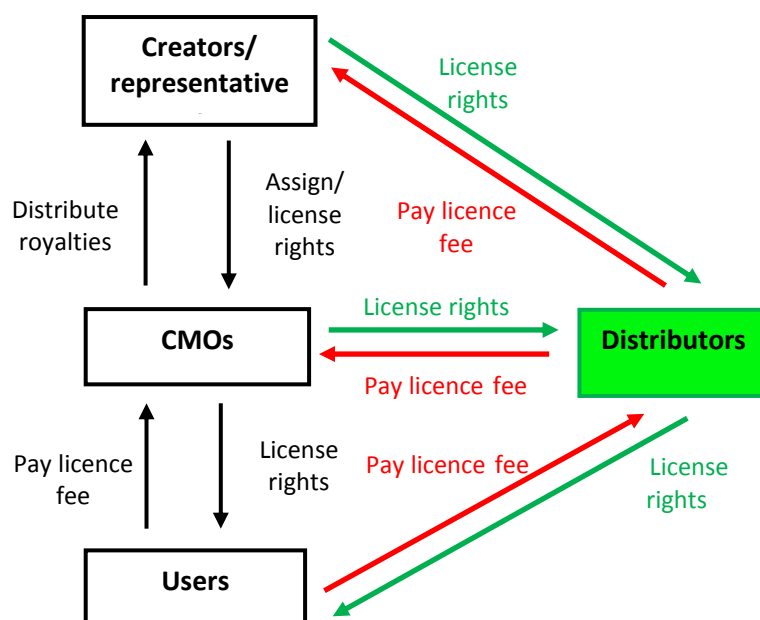
2.7.5 Consumption has changed from an “own the media” model (i.e., buy CD/download file) to a “rent the content” model (i.e., subscribe to access content).

2.7.6 Use/consumption is increasingly multi-device and cross-border.

2.7.7 Users are becoming creators, building upon existing works.

2.8 For example, in the field of music, major music publishers traditionally would authorise a CMO to manage their rights, and the CMO would have reciprocal arrangements with CMOs in other territories. In such an arrangement, a digital music service provider who operates regionally or globally would have to obtain a licence from the CMO in each territory that it distributes into. It is more efficient to obtain one licence that covers all its territories of interest. One instance of cross-border licensing is the emergence of centralised licensing platforms⁴ in Europe.

2.9 However, depending on the arrangements between the creators and the CMOs, digital music service providers would find that there will be occasions when they can transact with one party (whether creator or CMO) for a regional or global licence, and other occasions when they still have to obtain licences on a territory by territory basis. The situation therefore gets complicated:



⁴ For example, the licensing of reproduction of Anglo-American music under EMI Music Publishing is conducted under the Centralized European Licensing and Administrative Service (CELAS) which is a joint initiative of major CMOs GEMA (Germany) and PRS for Music (UK). See Hooijer & Baloyi, “Collective Management Organizations – Took Kit (Musical Works and Audio-Visual Works”, WIPO (Feb 2016), at page 17-18. Available at http://www.wipo.int/edocs/pubdocs/en/wipo_pub_emat_2016_1.pdf.

- 2.10 CMOs must therefore adapt to meet the emerging or evolving needs of creators and users.

PART III: WELL-FUNCTIONING COLLECTIVE RIGHTS MANAGEMENT SYSTEM

- 3.1 For a collective rights management ecosystem to function well, CMOs would have to balance the interests of both creators and users and treat them fairly. The World Intellectual Property Organisation (WIPO) recognises that this is important for a vibrant, thriving copyright marketplace. Since 2013, WIPO has espoused the principles of transparency, accountability and good governance. It is currently working on initiatives based on these principles to assist countries in building up their collective rights management ecosystem.
- 3.2 The principles of transparency, accountability and good governance outlined by WIPO can form the foundation for how CMOs operate and enhance the collective rights management eco-system. However, in some instances, implementing these principles may result in higher cost of operation, which will be passed on to creators and/or users.

Licensing works for use

- 3.2.1 Portfolio information. The CMO should be able to provide information on the works it manages. This includes being able to identify the works, as well as the scope of the licence that it is authorised to grant.

However, to do this, the CMO would have to expend effort to ensure that it has this information. Further, where a CMO has reciprocal arrangements to collect for other CMOs, it would have to depend on the other CMOs for such information. The additional cost to CMOs will ultimately be passed on to creators and/or users.

- 3.2.2 One-stop shop. It is not productive for a user to need to go to multiple CMOs to obtain the necessary rights for their situation. CMOs should adapt to how works are being used and ensure that they have sufficient rights to meet the manner of use, so that users need only go to one CMO for the necessary licence.

However, with different CMOs managing different rights and/or different territories, it will require significant coordination amongst CMOs, as well as with creators, to arrive at a true one-stop shop for users.

Collecting licence fees from users

3.2.3 Fee calculation information. CMOs should have a reasonable basis for calculating the licence fee, and this should be clearly communicated to users. The basis for fee variations should be provided, for example the purpose of use, size of audience, proportion of the CMO-managed works used compared to the total works used. Users and prospective users should also be consulted about changes to existing licence fees and new fees before implementation.

3.2.4 Charged based on actual usage. Ideally, users should be charged for the actual use they make of the specific works.

However, this will require users to report actual usage and CMOs to collect such information from users. The additional cost to CMOs will ultimately be passed on to creators and/or users.

Distribute royalties to creators

3.2.5 Distribution calculation information. CMOs should have a reasonable basis for calculating royalty distribution, and this should be clearly communicated to creators.

3.2.6 Distribution based on actual usage. Ideally, creators should be paid for the actual use of their works. However, where sampling, estimations and proxies are used as a basis to determine royalty distribution, these should be clearly explained to creators. Ideally, this should be accepted by creators.

However, imposing a burden on CMOs to collect usage information from users would likely increase CMOs' operating costs, which would ultimately be passed on to creators and/or users.

3.2.7 Proper operations. CMOs' practices and procedures should be clearly communicated to creators to assure them of proper and efficient operations. Ideally, there should be the availability of an independent check or audit that the proper practices and procedures are in place and that they are followed.

3.2.8 Efficient and regular distribution. CMOs should endeavour to keep their costs as low as possible, so as to maximise the distribution to creators. They should leverage technology to maximise efficiency. They should also make regular distributions to provide some income stability to creators.

3.2.9 Undistributed royalties. There should be a reasonable basis for the policy and management of undistributed royalties,⁵ which should be clearly communicated to creators.

Feedback, dispute resolution

3.2.10 Internal process. CMOs should put in place a fair and fast internal process for handling enquiries, feedback, complaints and disputes, whether with creators or users.

3.2.11 External forum. Where disputes have to be escalated, there should be a trusted, neutral external forum which can resolve the disputes fairly, quickly and cost-effectively.

PART IV. INTERNATIONAL EXPERIENCE

- 4.1 The operating and regulatory environment for CMOs varies from country to country. In some countries, CMOs are not regulated; their operations are left purely to market forces. In many others, they are subject to some form of regulation to make sure they function well.
- 4.2 Where there are no regulations, CMOs could voluntarily adopt certain practices. Examples include industry best practices and voluntary codes of conduct. Such an approach allows the industry flexibility. Examples of jurisdictions which do not regulate CMOs include New Zealand and Singapore.
- 4.3 A variation of a non-regulated environment is an accreditation system, where a CMO can voluntarily agree to comply with prescribed conditions or practices. An example is the voluntary registration system in Hong Kong SAR.
- 4.4 For jurisdictions that regulate, there are widely varying regulatory systems. These regulatory features are generally based on the principles of transparency, accountability and good governance, with the difference being the extent to which the government feels it needs to be involved. For example, in the European Union, a Directive concerning the collective management of copyright was introduced in 2014. This has been implemented in EU

⁵ Undistributed royalties are money that CMOs have collected but which, due to insufficient information to identify the relevant creators, cannot be distributed. As a general rule, a CMO should not hold a substantial amount of undistributed royalties as it is not being deployed to benefit any other stakeholder.

jurisdictions such as the UK and Germany⁶. By placing minimum standards of governance, financial management and transparency on all European CMOs, the Directive places obligations upon CMOs to better serve the interests of creators and users.

4.5 Some jurisdictions also go further and provide that licence fees are set or approved by government authorities.

4.6 The table below sets out some of the common features found in jurisdictions where there are some form of government involvement. Given the variations amongst jurisdictions, the features listed below are non-exhaustive.

Licence to operate ⁷		
1.	Voluntary registration with government	Hong Kong
2.	Mandatory registration with government	<p>Australia[^], Germany*, Japan, Korea*</p> <p><i>[^]Only for “declared collecting societies” which administer certain statutory licences⁸</i></p> <p><i>*Domestic legislation requires CMOs to be registered as non-profit entities</i></p>
3.	Authority to suspend operation of CMO	Japan, Korea
4.	Authority to cancel registration of CMO	<p>Australia[^], Germany, Japan</p> <p><i>[^]Only for “declared collecting societies” which administer certain statutory licences</i></p>
Supervision powers of government ⁹		

⁶ See table below on how the Directive 2014/26/EU of The European Parliament And Of The Council of 26 February 2014 has been adopted.

⁷ In New Zealand and Singapore, CMOs do not require a licence operate. In Australia, except for “declared collecting societies”, other CMOs do not require a licence too.

⁸ For example, reproduction and communication of works in electronic form by educational institutions – see Part VB, Division 6 of the Australian Copyright Act 1968.

⁹ For a good example of such powers, see S.85 of Germany’s Collecting Societies Act of 24 May 2016 at https://www.gesetze-im-internet.de/englisch_vgg/index.html#gl_p0012.

1.	Power to request information at any time regarding all matters concerning the management of the CMO (e.g. financial statements)	Germany, Japan, UK
2.	Authority to relieve person representing CMO of his position	Germany
3.	Authority to impose financial penalty on a CMO if there is a breach of the Regulations ¹⁰	UK
Standards to ensure transparency and accountability		
1.	CMO provides information about the works it administers	Canada, Germany, UK
2.	<p>CMO publishes or provides prescribed information, for example :</p> <p>a) <u>For creators:</u></p> <ul style="list-style-type: none"> • Royalties paid according to category of rights and type of use. • Deductions made from rights revenue for management fees. • Deductions made from royalties for other purposes, e.g. provision of social, cultural or education services • Royalties attributed but outstanding <p>b) <u>For both creators and users:</u></p> <ul style="list-style-type: none"> • Upon a “justified” request, the works represented, and rights managed by the CMO and the territories it covers • List of other CMOs’ works which it represents¹¹ • Internal complaint procedures <p>c) <u>For the general public:</u></p> <ul style="list-style-type: none"> • Standard licence agreements • Applicable licence fees, including discounts 	Germany, UK

¹⁰ This refers to the Collective Management of Copyright (EU Directive) Regulations 2016.

¹¹ Note that both the UK and Germany have separate transparency provisions for multi-territorial repertoire information.

	<ul style="list-style-type: none"> • General policy on the use of non-distributable rights revenue • Complaints handling and dispute resolution procedures 	
3.	CMO provides financial statements, management reports and/or annual transparency reports ¹²	Australia [^] , Germany, Japan, UK [^] Only in respect of a “declared collecting society” which administers certain statutory licences
Technical infrastructure		
1.	CMO utilises electronic communications for various matters, e.g. : a) Exchange of information between CMO and users, such as the reporting of the use of rights b) Exchange of information between CMO and creators, such as about the online rights for musical works it manages	Germany
Setting of licence fees		
1.	Consultations/negotiations are conducted between CMO and users	Germany, Japan
2.	Licence fees are set/approved by authorities	Canada, Korea, US [^] [^] Copyright Royalty Board only sets rates for selected works, such as the transmission of sound recordings via non-interactive digital audio transmissions
Professional standards¹³		
1.	CMO to, for example: <ul style="list-style-type: none"> • Conduct licensing negotiations in good faith 	Australia [^] , UK

¹² For the UK and Germany, an annual transparency report includes (apart from a CMO’s detailed financial statements and a report of its activities), other related financial information such as (i) rights revenue for each category of rights managed and for each type of use, and (ii) the total non-distributable amounts along with an explanation of use. It also includes other information related to a CMO’s financial operations, such as (i) the amounts received from other CMOs or paid to other CMOs, by category of rights and type of use, and (ii) reasons for delay in distribution of royalties within the prescribed period.

¹³ A good example of this is found in the UK’s Collective Management of Copyright (EU Directive) Regulations 2016. A quick summary is found at <https://www.gov.uk/government/publications/how-the-ipo-regulates-licensing-bodies/how-the-ipo-regulates-licensing-bodies>.

	<ul style="list-style-type: none"> • Ensure that licensing terms are based on objective and non-discriminatory criteria • Put in place procedures to avoid conflicts of interest, and to identify, manage and disclose such conflicts to prevent them from affecting the collective interests of rights holders 	<i>^Standards implemented via Guidelines issued in 2001 by the Attorney-General's Department, and do not have the force of law</i>
Member's rights		
1.	Member may grant others the right to use his works for non-commercial purposes	Australia [^] , Germany <i>^Standards implemented via Guidelines issued in 2001 by the Attorney-General's Department, and do not have the force of law</i>
2.	There are appropriate and effective mechanisms for members to participate in the management/decision-making processes of the CMO	Australia, Germany, UK

Dispute Resolution		
1.	External Tribunal determines licence fee related disputes between CMOs and users ¹⁴	Australia (Copyright Tribunal), Germany (Arbitration Board), Korea (Korea Copyright Commission), UK (Copyright Tribunal)
2.	External Tribunal determines non-licence fee disputes ¹⁵ between CMOs and users and other related matters	Australia (Copyright Tribunal), Germany (Arbitration Board)
3.	Alternative Dispute Resolution (for both licence and non-licence fee related disputes)	Australia, UK ¹⁶

¹⁴ This platform also exists in New Zealand and Singapore as the Copyright Tribunal.

¹⁵ Non-licence fee disputes may include, e.g. extending coverage of a licence (UK); proposed revocation of declaration of a collecting society (Australia)

¹⁶ We understand that the UK Copyright Tribunal may, on its own accord, suggest parties to consider alternative dispute resolution.

PART V: SURVEYING THE COLLECTIVE RIGHTS MANAGEMENT LANDSCAPE IN SINGAPORE

- 5.1 Taking into account the principles espoused by WIPO, technological and business changes and the experiences of other jurisdictions, we wish to seek feedback on the copyright collective rights management ecosystem in Singapore, and suggestions on how it can be enhanced.
- 5.2 We have categorised the questions below into 3 sections:
- 5.2.1 For Creators/Members
 - 5.2.2 For Users
 - 5.2.3 For CMOs

Please let us have your inputs in the section(s) that is/are relevant to you. When suggesting improvements, it should be recognised that any CMO implementation or compliance effort will likely lead to an increase in their operating costs, which will ultimately be passed on to creators and/or users.

A. Collective Rights Management – For Creators/Members

- 5.3 Respondents may find it helpful to consider paragraphs 3.2.5 to 3.2.11 and the table in paragraph 4.6 above.

Royalty computation and distribution

Question 1: Do you or your representative inform your CMO of your new works, so that the CMO can have complete records of its members' works? Yes/No.

If yes, is the information submitted by electronic data transfer/exchange or manually?

If no, please explain why.

Question 2: What are your views on royalty computation and distribution? (e.g. information on how royalty is derived, frequency of distribution)

Question 3: What improvements (for which you are willing to bear the cost) can you suggest in this area?

Question 4: What other areas of improvement (for which you are willing to bear the cost) can be considered?

Members' rights

Some CMOs require a creator to sign a deed of assignment to entrust the administration of certain rights to the CMOs. This means that he would not be able to deal with those rights, including waiving royalty payments when his work is used for non-commercial purposes.

Question 5: What sort of flexibility would you like to retain over the use of your works? (e.g. allow others to use your work for non-commercial purposes)

Question 6: Is it necessary for members to have a say in how CMOs function? Yes/No.

If yes, please let us have your suggestions.

Other membership matters

Question 7: Are you aware of any code of conduct applicable to your CMO(s)? Yes/No.

If yes, please state which code(s) of conduct and answer the next question.

Question 8: What are your views on the code(s) of conduct as a tool to promote transparency, accountability and good governance in collective rights management?

Question 9: What improvements (for which you are willing to bear the cost) can you suggest?

Question 10: What can CMOs do to help creators monetise their creations effectively on digital platforms?

Question 11: What other areas of improvement (for which you are willing to bear the cost) can be considered?

Dispute resolution

Disputes between members and CMOs may concern creators' rights managed by a CMO, membership terms, or the distribution of royalties. Such issues can be resolved within the CMO through an internal complaint-handling mechanism. They may also be resolved externally, via alternative dispute resolution ("ADR"¹⁷) mechanisms such as mediation, or more formal means such as a hearing before a court or a tribunal.

Question 12: Are you aware of any dispute resolution options currently available for settling disputes with your CMO? If yes, please indicate as applicable.

- ☐ CMO's internal complaint-handling mechanism
- ☐ Mediation (privately initiated)
- ☐ Others (please explain) _____

Question 13: Have you used your CMO's internal complaint-handling mechanism to resolve dispute(s), if applicable? Yes/No.

If yes, how was the experience, and was there satisfactory resolution?

Question 14: Have you used mediation as a form of dispute resolution? Yes/No.

If yes, how was the experience, and was there satisfactory resolution?

Question 15: Do you have other suggestions on how to resolve disputes?

Question 16: What other areas of improvement can be considered?

B. Collective Rights Management – For Users

5.4 Respondents may find it helpful to refer to paragraphs 3.2.1 to 3.2.4, 3.2.10 to 3.2.11 and the table in paragraph 4.6 above.

¹⁷ ADR options such as mediation allow parties to resolve their disputes out of court. These services are usually provided by external organisations. The Singapore Mediation Centre offers mediation services for a wide range of disputes. For IP and technology disputes, the WIPO Arbitration and Mediation Center Singapore Office offers a range of ADR services including mediation: <http://www.wipo.int/amc/en/center/singapore/>

Works administered and licence fees

Question 17: What usage information do you provide to the CMO?

Question 18: How frequently do you provide such information, and through what means? (e.g. by electronic data transfer/exchange or manually)

Question 19: What are your views on licence fee coverage, computation and collection? (e.g. what/whose works it covers, basis of formula used, validity period)

Question 20: What improvements (for which you are willing to bear the cost) can be made?

Question 21: What kind of technology would you be willing to adopt (and bear the cost) to ensure efficient/automated provision of usage information to the CMO?

Question 22: Is it useful for users to be involved in the setting of any new or revised published licence fees? Yes/No.

If yes, what would be appropriate in the Singapore context, and why? (e.g. ability to negotiate, compulsory mediation, government guidelines)

Question 23: What can creators or CMOs do to make it easier for works to be distributed on digital platforms?

Dispute resolution

Disputes between users and a CMO may concern licensing conditions and licence fees. The resolution of such disputes is made possible through an independent and impartial dispute resolution body, namely mediation, arbitration or the Copyright

Tribunal. Presently, the Copyright Tribunal in Singapore provides an important avenue for users to challenge terms and licence fees set by CMOs which they find unacceptable.

Question 24: Are you aware of any dispute resolution options currently available for settling disputes with the CMO? Please indicate as applicable.

- ☐ Mediation (privately initiated)
- ☐ Copyright Tribunal (decides the terms and conditions of licences offered by, or licensing schemes operated by CMOs when the parties fail to reach an agreement)
- ☐ Others (please explain) _____

Question 25: Have you used mediation as a form of dispute resolution? Yes/No.

If yes, how was the experience, and was there satisfactory resolution?

Question 26: Have you been involved in a dispute before the Copyright Tribunal? Yes/No.

If yes, how was the experience, and was there satisfactory resolution?

Question 27: Do you have other suggestions on how to resolve disputes?

Question 28: What other areas of improvement can be considered?

Other user matters

Question 29: Are you aware of any code of conduct applicable to the CMO(s) you deal with? Yes/No.

If yes, please state which code(s) of conduct and answer the next question.

Question 30: What are your views on the code(s) of conduct as a tool to promote transparency and good governance in collective rights management?

Question 31: What improvements (for which you are willing to bear the cost) can you suggest?

Question 32: What other areas of improvement (for which you are willing to bear the cost) can be considered?

C. Collective Rights Management – For CMOs

5.5 Respondents may find it helpful to refer to Part III and the table in paragraph 4.6 above.

Challenges of collective rights management in Singapore

Question 33: What are the challenges faced by CMOs in ensuring clarity and transparency in royalty computation and distribution? (e.g. distributing royalties based on actual use of works)

Question 34: What are your views on how to set reasonable and transparent licence fees?

Question 35: Have you used mediation as a form of dispute resolution? Yes/No.

If yes, how was the experience, and was there satisfactory resolution?

Question 36: Have you been involved in a dispute before the Copyright Tribunal? Yes/No.

If yes, how was the experience, and was there satisfactory resolution?

Question 37: Do you have other suggestions on how to resolve disputes?

Question 38: What are some measures adopted in foreign jurisdictions that can be applied in the Singapore context?

Question 39: What can members do to better help a CMO fulfil its obligations to them?

Question 40: What can users do better?

Question 41: What can creators or CMOs do to make it easier for works to be distributed on digital platforms?

Question 42: What other areas of improvement can CMOs implement in Singapore's collective rights management ecosystem?

PART VI: SUBMISSION OF COMMENTS

- 6.1 MinLaw and IPOS look forward to the feedback and suggestions from stakeholders on the issues as indicated, as well as any relevant issues that may not have been highlighted.
- 6.2 All submissions should be clearly and concisely written, and should provide a reasoned explanation for any proposed revisions. Where feasible, parties should identify the specific section on which they are commenting and explain the basis for their proposals.
- 6.3 Your views are important and will help us to develop our copyright management ecosystem in a way that takes into account the interests of all stakeholders. Comments should be submitted in electronic or hard copy, with the subject or header **“Public Consultation on the Copyright Collective Rights Management Ecosystem in Singapore”**, to:

MinLaw

Intellectual Property Policy Division, Ministry of Law
100 High Street, #08-02, The Treasury
Singapore 179434

Email: MLAW_Consultation@mlaw.gov.sg

- 6.4 When providing your responses, please also include your name, contact number and e-mail address, so that you may be contacted for follow-up questions.
- 6.5 We reserve the right to make public all or parts of any written submission and disclose the identity of the source. Commenting parties may request for confidentiality for any part of the submission that is believed to be proprietary, confidential or commercially sensitive. Any such information should be clearly marked and placed in a separate annex. If we grant confidential treatment, we will consider, but will not publicly disclose, the information. If we reject the request for confidential treatment, the information will be returned to the party that submitted it and not be considered as part of this review. As far as possible, parties should limit any request for confidential treatment of information submitted. We will not accept any submission that requests confidential treatment of all, or a substantial part, of the submission.
- 6.6 Please submit your inputs by **16 June 2017**. Thank you.