

Oxford International Intellectual Property Moot 2023

Corrections & clarifications

1. The producers of *The Substitute* were Ms Bouvier and Ms Webb. There were no other producers. As producers, Ms Bouvier and Ms Webb oversaw key aspects of the business arrangements for the film, including securing finance, managing the finances over the course of the production, and hiring the screenwriter and other key members of the crew. The overall budget of *The Substitute* was in the tens of millions of Erewhonian dollars (the exchange rate for which is currently one Erewhonian dollar equals US\$1.03).
2. Separate to his employment at Erewhonian Airlines, Mr McManus is a video artist. He attended art school in the mid-1980s. Mr McManus's works have been exhibited in leading cultural institutions in Erewhon. He regularly gives guest lectures for the Film Studies department at the University of Erewhon.
3. Erewhonian Airlines is the national carrier of Erewhon, and flies domestically and internationally. It draws heavily from Erewhonian history and culture in its advertising and branding. It sponsors a number of sporting teams, including national teams in rugby union and netball, and supports Erewhonian cultural events, such as exhibitions at the National Gallery of Erewhon. It is a principal sponsor of the National War Museum. It makes donations to many charities in Erewhon and abroad.
4. Each of the three clips from *The Substitute* (described in paragraph 11 of the Problem) appear once in *Takeoffs*.
5. The Copyright Act 1997 contains provisions in relation to duration of copyright. For dramatic works, the basic rule is that copyright subsists for the life of the author plus seventy years. For films, the duration of copyright is seventy years after the film was first published, made available to the public or (for films that have been neither published nor made available publicly) made. The duration of the integrity right for dramatic works and films is the same as copyright.
6. The Copyright Act 1997 also contains provisions in relation to joint ownership, including the licensing of copyright that is owned jointly. The statement of law in paragraph 21 of the Problem – that in that scenario, a licence must be given by or on behalf of all copyright owners – reflects the statutory arrangements in Erewhon.
7. In section 95(5) of the Copyright Act 1997, please replace the references to 'maker' with 'author'.
8. Erewhon is not a member of the European Economic Area (EEA).

9. Teams are reminded of the limitation in paragraph b of the Instructions in relation to presenting entirely new arguments or causes of action. For instance, Ms Bouvier did not argue that *Takeoffs* was made in the course of employment by Mr McManus, or that the making of *Takeoffs* infringed her moral rights. These arguments may not be ventilated before the Supreme Court.
10. Teams are also reminded that under Paragraph 14 of the Rules, they must prepare two written submissions, one on behalf of the appellant (Ms Bouvier) and one on behalf of the respondent (Erewhonian Airlines). It is permissible, for clarity and convenience, to refer to Ms Bouvier as the 'appellant' and Erewhonian Airlines as the 'respondent', despite the presence of the cross-appeal.