

PERFORMERS' PROTECTION AMENDMENT BILL

(Government Gazette 40121 of 5 July 2016, Notice B24-2016)

11 September 2018

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SUBMISSION

by

**THE SOUTH AFRICAN MUSIC PERFORMANCE RIGHTS
ASSOCIATION (“SAMPRA”)**

SAMPRA'S SUBMISSIONS TO PARLIAMENTARY PORTFOLIO COMMITTEE – TRADE AND INDUSTRY – RE AMENDMENTS TO THE PERFORMERS PROTECTION ACT

1. INTRODUCTION

- 1.1. SAMPRA thanks the Parliamentary Portfolio Committee on Trade and Industry (“the Committee”), as well as the Department of Trade and Industry (“the DTI”) for the opportunity to make these submissions on the Performers’ Protection Amendment Bill of 2016 (“the Bill”).
- 1.2. In this document we highlight the particular amendments that we believe will go a long way in advancing the legislative regime. We also make suggestions as to how the other identified sections should be worded to ensure that there are no contradictions between the different sections of the Bill and /or other provisions in the Copyright Amendment Bill.

2. BACKGROUND

2.1. SAMPRA

- 2.1.1. SAMPRA functions as a Collective Management Organisation (“CMO”) through the mandates of its members. SAMRO’s primary mandate is limited to the administration of the rights afforded to owners of sound recordings and performers of music in terms of section 9A of the Copyright Act, No. 98 of 1978 (“the Copyright Act”), and sections 3, 4, and 5 of the Performers’ Protection Act, No. 11 of 1967.
- 2.1.2. SAMPRA is accredited by the Registrar of Copyright as a CMO that administers Public Playing Rights (“Needletime Rights”) on behalf of both owners of copyright in sound recordings (record companies) and performers (recording artists).
- 2.1.3. Needletime Rights are rights that ensure that owners of copyright in sound recordings (record companies) and performers are remunerated for the public usage of record companies’ sound recordings and the public performance of performers’ commercially released recorded performances. The remuneration of record companies and performers happens each time the recorded performance is played on radio stations, restaurants, bars, pubs, etc.

- 2.1.4. To ensure the protection of performers, SAMPRA is governed by two chambers: the performers' chamber and the record copyright owners' chamber. The two chambers have equal rights and are equally represented on the board of directors.

2.2. The Search For Balance

- 2.2.1. In considering the impact of the PPB, SAMPRA is obliged to seek a fair and commercially sensible balance between the rights of copyright owners and performers on the one hand and between them as creators of music sound recordings and the vast number of consumers of music sound recordings, including more than 100 000 commercial users of music recordings.
- 2.2.2. The past and current bank of recordings made by South African copyright owners of recorded performances of South African artists is made up of several million recordings. Each and every one of these recordings has been made under one of many tens of thousands of different and potentially unique contracts between copyright owners and performers. The bank of recordings also includes recordings that have been made in circumstances in which the copyright owner and performer is the same person or entity.

3. Summary of Submissions on the PPB

3.1 This submission focuses on three particular areas of the PPB. These areas are:

3.1.1 Section 3(2), which deals with the performer's moral rights. SAMPRA welcomes this amendment as it does not only promote the moral rights of a performer, but it also allows the performer to protect his or her reputation if the use of their performance is prejudicial to their honour or reputation. The Bill however leaves the extent to which this right can be maintained after the death of a performer unclear.

3.1.2 Section 3A, which, we believe, interferes unduly in contractual relations between performers and record producers by requiring prescribed terms to be used, and by limiting the term of assignments of rights by performers to 25 years. This provision would unfairly interfere with the freedom of contract between performers and record companies.

The provision would have a seriously detrimental effect on copyright owners' ability to invest in new artists. It would also encumber performers' right to terminate the contract prematurely, as well as undermining the bargaining position of performers.

3.1.3 Section 3B, which sets out a new set of rights for producers of phonograms, in addition to their exclusive rights in section 9 of the CA. This provision would create confusion and commercial uncertainty without adding anything in terms of rights or protection.

3.1.4 Section 5, which would subject the majority of the rights of producers of phonograms and audio-visual works and performers of both types of works to compulsory licensing, thereby effectively downgrading existing exclusive rights to mere remuneration rights. This provision would have a seriously detrimental impact on copyright owners' ability derive fair returns for the use of their music videos and sound recordings.

3.2 These are not our only concerns with the Bill, and we stand ready to provide any further assistance to the Committee and the DTI in revising the Bill to ensure its compatibility with international standards and South Africa's TRIPS obligations, and to ensure that it does not undermine the ability of copyright owners to exploit audio and audio-visual works in the best interests of performers and investors in those works.

4. Protection of Performers' Morals

4.1 Draft section 3(2) of the Bill proposes that where a performer has transferred his/her rights in respect of their live performances or performances fixed in audiovisual fixations, the performer shall still have a right to claim to be identified as the performer of their performances. The performers will also have a right to object to the way in which their performances are used, for instance in the case of a distortion, mutilation or other modifications of their performances.

4.2 SAMPRA welcomes this amendment as it does not only promote the moral rights of a performer, but it also allows the performer to protect his or her reputation if the use of their performance is prejudicial to their honour or reputation.

4.3 The Bill however leaves the extent to which this right can be maintained after the death of a performer unclear. SAMPRA finds this provision to be problematic because the right is dependent on the expiry of other unspecified rights and can imply that the moral rights granted to performers are uncertain and that protection of the honour of their performances is not guaranteed after their death.

5. Draft Section 3A

5.1 Limitation of Term of Assignment to 25 Years

5.1.1 The proposal to limit assignments to 25 years would undermine record companies' ability to invest in new talent and disrupt the well-established practices of the recording industry in South Africa and internationally. It would risk serious harm to the South African record industry as a major incentive to invest would be removed. An artist catalogue, or historic repertoire, is an important part of the revenues a record company can expect from an artist agreement. This aspect has been accentuated by the shift away from physical consumption (CDs, etc.) to downloads (iTunes, etc.), and now to streaming (Apple Music, Spotify, Deeza, etc.), in particular streaming of music videos (YouTube), which are a type of audiovisual fixation to which this section would apply.

While CD sales are decreasing, music can generate revenues from digital services over a much longer period of time. The proposed limitation would disrupt the positive developments in the industry to the detriment of the entire music industry value chain, including performers. As result, companies would find it harder to justify the upfront investment in new artists and performers could find themselves without a commercial partner who could help them derive fair revenue from the use of music their videos. Record companies experience and their ability to license catalogues of music videos, makes them best placed to secure maximum remuneration for performers.

5.1.2 In addition to the above issues, Section 3A is also fraught with the following practical difficulties:

5.1.2.1 The copyright owner of the audiovisual fixation is, in the normal course of the South African recorded music industry, "*the person by whom the arrangements for the making of the (film) were made*" – as per Section 1(1) of the Copyright Act.

5.1.2.2 The making of audiovisual fixations of performances of musical works – commonly known as "promotional music videos" - will normally require the copyright owner to contract with a number of different performers.

- 5.1.2.3 The main focus in any such production will normally be the Featured Performer who, under contract to the copyright owner/record company, has previously made an audio fixation of a musical work. The audiovisual fixation will in almost all cases embody the previously made audio fixation.
- 5.1.2.4 The performance in the audiovisual fixation by the Featured Performer and by supporting musicians and vocalists will, in the normal course of industry practice, require all such performers' to mime their respective parts in synchronisation with the previously recorded audio fixation, so as to simulate their live performance of such parts.
- 5.1.2.5 The first question that arises, therefore, is whether a person who mimes to a previously recorded audio fixation in the making of an audiovisual recording is a "performer" in terms of the Performers' Protection Act's definition of a "performer."
- 5.1.2.6 Many music videos that are made in the South African industry include performances by dancers or actors portraying or reflecting the lyrics of the relevant song or its mood. Clearly, such dancers or actors are "performers" in terms of the definition of "performers" in the PPA.
- 5.1.2.7 Normal practice in the South African music industry will be for all such session musicians, backing vocalists, dancers and actors to enter into simple contracts with the copyright owner in terms of which they agreed to render their performances – mimed or actual – in return for a single payment based on the amount of time that they are required to spend under the direction of the copyright owner's studio producer.
- 5.1.2.8 It is not normal practice in the South African music industry for Featured Performers who have previously made the relevant audio recording of the song to be embodied in the audio visual recording to be paid for their participation in the production of the music video.
- 5.1.2.9 Section 3A contemplates that the transfer to the copyright owner of the exclusive rights of authorisation granted to a performer under the proposed section 3(4)(c),(d), (e), (f) and (g) *shall be valid for a period of 25 years from the date of the commencement of the agreement*".
- 5.1.2.10 The question arises as to who the performers are to whom the exclusive rights are to revert. Do all the individuals who participated in the recording – the featured, contracted artist/s, session musicians, backing vocalists, dancers and actors – all share in the rights after 25 years? If so, how is their association to be governed? How are their relative shares in the rights to be determined? How is consensus among them to be arrived at

regarding their collective management of the exploitation of the rights that have reverted to them?

- 5.1.2.11 It is suggested that the prescribed agreement should identify all the individuals who are considered to be “performers” for the purposes of section 3 and 3A and that it should identify the specific performer to whom the rights are to revert after 25 years, even if other performers will continue to be entitled to *“receive royalties or a fair equitable remuneration.....for any use of the performance”*.
- 5.1.2.12 The prescribed agreement should also clearly state the ratios in which such royalties or equitable remuneration are to be paid to the relevant performers.
- 5.1.2.13 In the absence of certainty as to which performer is entitled to exercise the reverted rights in the market place after 25 years, it may be impossible for any further exploitation of the recording to take place, at least without protracted disputes and legal processes. And in the absence of certainty as to the ratio of sharing between the performers disputes are inevitable that will cause undue delay and avoidable expense to the performers or their heirs.

5.2 Royalties And Equitable Remuneration

- 5.2.1 Section 3A also states that the performers’ exclusive rights *“shall be owned or exercised by, or transferred to the copyright owner of such audio visual fixation, or his or her licensee, subject to a prescribed written contractual agreement with the performer, which shall give the performer the right to receive royalties for a fair equitable remuneration, whichever applicable (sic) for any use of the performance.”*
- 5.2.2 The requirement for the payment of royalties or equitable remuneration for “any use” is too broad. It would mean, for example, that the performer is entitled to be paid for the promotional and commercially unpaid use of the audio visual work and regardless of whether the copyright owner, whose responsibility it is under normal circumstances to promote the audio and audio visual works of the performer, receives any remuneration for doing so.

Performers should only be entitled to payment from copyright owners when copyright owners receive payment from the user, and/or upon transfer of rights from the performer to the copyright owner, in either case as determined by the contractual agreement between the performer and the copyright owner.

5.3 Prescribed Written Contractual Agreement

- 5.3.1 The requirement that the performer and the copyright owner should become party to “a prescribed written contractual agreement” is an undue incursion into the parties’ freedom of contract. The law already protects the performer by making it clear that the performer shall be entitled to royalties or equitable remuneration. A “prescribed” contract would be incapable of addressing the multitude of variations between contracts between different copyright owners and different performers. For example, a highly successful established performer will require different contractual terms to a newly signed or less successful performer.
- 5.3.2 Furthermore, the recording industry is a highly competitive market, meaning that performers (who will also be audio-visual performers in music videos for the purpose of section 3A) have choice when deciding whether to sign up to record deal. Therefore, not only does the proposed section fail to reflect the commercial reality that deals between copyright owners and performers are necessarily different, but the high degree of regulation of contractual relations that it proposes is simply not justified.

6 Draft Section 3B

- 6.1 This proposed new section provides phonogram producers with a new set of rights in addition to their rights in section 9 of the Copyright Act. The PPB is not the appropriate legislation to set out producers' rights and section 3B should be deleted.
- 6.2 In any event, we note that the rights in section 3B are not consistent with the rights in Section 9 of the CA where the producers' right of communication to the public is exclusive (draft section 3B(2) provides that performers and producers have only the right to equitable remuneration for broadcasting and communication to the public). We note that section 5(1)(b) of the PPA already provides that performers shall be entitled to a payment of a royalty when their fixed performances are communicated to the public, so the proposed new section 3B is superfluous vis-à-vis performers as well.
- 6.3 We would welcome an amendment to the Copyright Act separating out the exclusive right of making available to the public (i.e. the right in section 3B(d) from the exclusive right of communication to the public, and also enumerating the exclusive distribution right (i.e. the right in section 3B(b)), but the PPB is not the appropriate legislation for these amendments.

7 Draft Section 5(1)(b)

- 7.1 Section 4 of the PPB proposes to amend section 5(1)(b) of the Act to include “*audiovisual fixation*” of a performance published for commercial purposes in addition to audio works. It then expands the uses of fixed performances which give rise to a royalty payment to the performer to include selling the performance and commercially renting out the performance.
- 7.2 The proposed new Section 5(1A)(g) then brings all of the uses of audio-visual and audio fixations in amended section 5(1)(b) within the new compulsory licence system proposed by 5(1A) of the PPB, meaning that copyright owners of sound recordings and audio-visual works would be denied the possibility of freely exercising the use of their exclusive rights set out in sections 8 and 9 of the CA.
- 7.3 This section should be deleted from the Bill for the following reasons:
- 7.3.1 Draft section 5(1A) is at odds with the **full exclusive rights granted to owners of rights in music videos as audio-visual works covered by sections 8(c), (d), and (g) and 9 (b) – (e) of the CA**. The proposal would be contrary to articles 6, 7 and 8 of WCT and Article 9 of the WTO TRIPs Agreement which oblige contracting parties to guarantee exclusive rights to owners of right in audio-visual works;
- 7.3.2 This would not only represent a weakening of protection but also run counter to market trends by which record producers are increasingly reliant on income derived from the licensing of these rights as income from sales continues to decline. The communication to the public right for sound recordings and audio-visual works enables record companies to derive revenue from the public performance, broadcasting and other communications of sound recordings (as distinct from the making available of their works described above). The proposal would weaken the industry’s ability to license those rights effectively and would have a negative effect on the South African record industry’s revenues and, consequently, its ability to invest revenues back into the development of new artists in South Africa.

Licensing access to music, rather than the sale of particular goods, is now record companies' core business and therefore ensuring that all licensing takes place on fair commercial terms is of central importance;

- 7.3.3 While the **minimum** standard of protection for sound recordings required under Art.15 WPPT is that of a remuneration right, this represents only the minimum of harmonisation and the Agreed Statement to Article 15 WPPT provides expressly that the article does not cap or limit the **maximum** extent of protection:

“Agreed statement concerning Article 15: It is understood that Article 15 does not represent a complete resolution of the level of rights of broadcasting and communication to the public that should be enjoyed by performers and phonogram producers in the digital age. Delegations were unable to achieve consensus on differing proposals for aspects of exclusivity to be provided in certain circumstances or for rights to be provided without the possibility of reservations, and have therefore left the issue to future resolution.”;

- 7.3.4 We note that the existing South African law, at section 9 of the CA, represents a global best practice in transposition of the WPPT standards as it provides that the communication to the public right is an exclusive right, which is consistent with WPPT. Limiting this right, if that is indeed the effect of draft section 5(1A), would contradict the modernising aims of the Bill. Exclusive rights enable record companies or their collective management organisations to negotiate fair commercial terms for the public performance and broadcast of sound recordings. These licensing activities benefit record companies and artists alike, since these revenues are shared equally by record companies and artists.
- 7.3.5 As stated above, subjecting several of the rights in audio-visual works in section 8 of the CA to compulsory licensing and thereby effectively downgrading those rights from exclusive to mere remuneration right would be contrary to WCT. Draft section 5(1A) would also put South Africa in breach of its obligations under the WTO TRIPS Agreement.

7.3.6 The proposed procedures that are required to be followed by a person who wishes to use an audio recording in any manner contemplated in section 5(1)(b) are also functionally unworkable in practice. Their implementation would result in extraordinary expense and massive administrative burden that would significantly reduce the willingness and ability of commercial entities to use recordings in any manner contemplated in Section 5(1)(b). It is inevitable that users will take the opportunity to propose terms and conditions that will not be acceptable to copyright owners and performers, particularly with regard to proposals for a “*royalty or fair equitable remuneration, whichever (is) applicable*”. A new series of disputes will result in a years-long delays with the result that there will be no payments of money to copyright owners or performers while multiple issues are contested and are eventually only resolved through the courts. The user groups will inevitably continue to argue, as they have done in the referrals made under the existing legislation, that no royalty is payable until such time as the amount of it has been determined. The recording industry will, literally, be back to square one.

8 The PPB Raises Issues of Competition Law.

8.1 Section 3(1)(A)(a) of the Competition Act provides for the concurrent jurisdiction of regulatory authorities:

“In so far as this Act applies to an industry, or sector of an industry, that is subject to the jurisdiction of another regulatory authority, which authority has jurisdiction in respect of conduct regulated in terms of Chapter Two or Three of this Act, this Act must be construed as establishing concurrent jurisdiction in respect of that conduct.”

8.2 The fixing of royalties or equitable remuneration, whether in terms of the CA by the Copyright Tribunal or, potentially, the Intellectual Property Tribunal will have the effect of preventing or lessening competition and will involve directly fixing trading conditions in relation thereto.

8.3 It is submitted that such conduct constitutes a restrictive horizontal practice, which is prohibited in terms of Section 4(1) of the Competition Act.

- 8.4 Section 4(1)(a) of the Competition Act provides that if a party to such a practice can prove that any technological, efficiency or other pro-competitive gain resulting from it outweighs that anti-competitive effect, then it may not be prohibited.
- 8.5 Section 4(3) also contemplates the rebuttal of the presumption in sub-section 4(2) if a party concerned establishes that a reasonable basis exists to conclude that the (prohibited) practice was a normal commercial response to conditions prevailing in that market.
- 8.6 We do not suggest that it would be difficult to establish that the relevant practices are both functionally necessary in the interests of copyright owners, performers and users and are in the general public interest. However, compliance with the provisions of the Competition Act are mandatory and the matter should be resolved with the Competition Commission.
- 8.7 In this regard, Section 10(4) of the Competition Act provides:

“A firm may apply to the Competition Commission to exempt from the application of this chapter an agreement or practice, or category of agreements or practices, that relate to the exercise of intellectual property rights, including a right acquired or protected in terms of the Performers’ Protection Act, Act 11 of 1967....the Copyright Act, Act 98 of 1978....”

- 8.8 Section 82(1) of the Competition Act provides that:

“A regulatory authority which, in terms of any public regulation, has jurisdiction in respect of conduct regulated in terms of Chapter two or three within a particular sector – (a) must negotiate agreements with the Competition Commission, as anticipated in Section 21(1)(h); and

(b) in respect of a particular matter within its jurisdiction, may exercise its jurisdiction by way of such agreement.

Section 82(3) sets out further administrative requirements that must be complied with in order to validate the exercise of jurisdiction by way of such an agreement.”

8.9 Section 21(1)(h) of the Competition Act requires the Competition Commission to:

“Negotiate agreements with any regulatory authority to co-ordinate and harmonise the exercise of jurisdiction over competition matters within the relevant industry or sector, and to ensure that consistent application of the principles of this Act.”

8.10 It is submitted that the conduct of economic relationships between copyright owners and performers and commercial users of music recordings is subject to the separate but concurrent jurisdictions of the Copyright Commission and the Registrar of Copyright Tribunal. It is arguable that the conduct of such economic relationships is also subject to the concurrent jurisdiction of the Copyright Tribunal which, under the CA as currently stated, grants to the Tribunal an unfettered discretion to determine all the terms and conditions of contractual relationships between copyright owners and users of recordings, both of which groups may act collectively in proposing such terms and conditions that will apply to all members of the relevant group.

8.11 If the provisions of the draft Bill are enacted, the Minister of Trade and Industry acting as an administrator and regulator and any party that might be appointed by the Minister to prescribe the terms and conditions of contracts that will be required to be entered into in certain circumstances by copyright owners and performers will also exercise concurrent jurisdiction over their conduct.

8.12 Our raising of issues regarding competition law are not merely academic. In both the Copyright Tribunal referrals in which SAMPRA has been a party – the broadcasters referral and the retailers referral – reliance has been placed by these groups on SAMPRA’s alleged abuse of its dominant market position. Such arguments have been used as the foundation for submissions to the respective Tribunals and, thereafter, to the Supreme Court of Appeal and to the Constitutional Court, that royalties must be determined at levels that are substantially below the market value to the users of the rights to use recordings that are licenced to them by SAMPRA.

8.13 It is essential for the economic health of the South African music recording industry that the benefits of collective licensing by a collecting society such as SAMPRA that were articulated and unreservedly endorsed by the Copyright Review Commission in 2011 are reflected in the required agreement or agreements between the Competition Commission and the Registrar of Copyright and such other parties as may, as a matter of law, be considered to be concurrent regulators of the conduct by SAMPRA of its business practices.

9 The Proposed Introduction of Section 3(B) of the PPB Raises Issues of Constitutional Law.

9.1 Copyright owners have, since June 2002, enjoyed an exclusive right in relation to the authorisation of the broadcasting and communications to the public of sound recordings.

9.2 Section 3(B)(2) appears to grant to the copyright owner and performer *“the right to earn an equitable remuneration to be approved by the Minister for the direct or indirect use of the phonogram published for commercial purposes for broadcasting or for any communication to the public.”*

9.3 The proposed sub-section furthermore prejudices copyright owners and performers by amending the manner in which the remuneration to which they are entitled for the broadcasting or communication to the public of sound recordings from is determined. The relevant process, it appears, is to be changed from a quasi-judicial enquiry conducted by a Copyright Tribunal that must be comprised of a judge or acting judge who is required to determine a royalty that is *“reasonable in the circumstances”* to *“equitable remuneration”* that is to be approved by the Minister as an administrator.

9.4 The provisions of Section 36 of the CA provide for a party to proceedings before the Copyright Tribunal to appeal against any order or decision of the Tribunal and grants to the Court on Appeal a wide range of powers to confirm, vary or set aside the order or decision appealed against, *“as the Court may deem fair”* or to *“take any other course which in the opinion of the Court is fair*

and may lead to the speedy and as far as may be possible inexpensive settlement of the case.”

- 9.5 It is submitted that an administrative determination of what constitutes “*equitable remuneration*” by the Minister will not be subject to an appeal, but will be limited to a review of an administrative action, which is a significantly less robust remedy open to copyright owners and performers to protect their intellectual property rights.
- 9.6 In other jurisdictions, particularly in the European Union, the concept of “*equitable remuneration*” has been held to require that a commercial user of music sound recordings must pay a royalty that reflects, in particular, the market value to the user of the rights acquired under a licence from the copyright owner or the copyright owner’s collecting society. It has further been held that in order to enable such market value to be determined, a commercial user is obliged to provide the copyright owner/collecting society (and the court or body required to make the determination of “*equitable remuneration*”), with all such information as is required to be provided to enable such market value to be determined.

10 The Powers of The Tribunal Under The New Proposed 5(1)(1D).

- 10.1 The provisions of this sub-section appear to set up a new system in place of the provisions of Regulation 7(5) of the CSR. The CSR provisions require the prospective user to make payment into an escrow account of the amount demanded by the copyright owner/collecting society.
- 10.2 The proposed provisions under the PPA, however, do not make this a requirement. Instead, *“the Tribunal....may make any order it deems fit, including but not limited to an order that a provisional payment of royalty be made into a trust account of an attorney nominated by the copyright owner, performer or collecting society pending the finalisation of the terms and royalty payable.”*

10.3 The clause then states that this is subject to the proviso that:

“Such amount shall be paid over to the copyright owner, performer or collecting society as represents the difference, if any, between the amount determined as the appropriate royalty and the amount already paid and any balance, if any, must be repaid.”

10.4 It is not possible to find a sensible interpretation to this clause. It would make sense if the user was required to pay to the copyright owner an amount prior to initiating the stipulated notice procedure – but that is not what is provided for anywhere else in the draft.

10.5 It would be unfortunate if the existing Regulation 7(5) of the CSR were to be replaced by the new contemplated procedure. The advantage of Regulation 7(5) is that it allows a user to continue using music recording while the amount of the royalty is being contested. The weakness in the existing Regulation 7(5) is that, although the user is required to make payment of the amount demanded by the collecting society into an escrow account, neither the copyright owner nor the performer derives any benefit from such payment while the determination of the royalty is subject to a referral to the Tribunal.

11 SAMPra Submits That The Act Should Confirm That:

11.1 The copyright owner or the copyright owner’s collecting society has and retains the exclusive right to licence music users and to receive the royalty from the users.

11.2 The payment by the user of such royalty discharges the user’s obligation to the performer.

11.3 The copyright owner or the copyright owner’s collecting society is obliged, after payment of the costs of administering licences and its exclusive right to receive royalties and to distribute them, to share the royalty equally with the performer in regard to royalties for broadcasting, use in a diffusion service and communication to the public.

CONCLUSION

SAMPRA reiterates that it is encouraged by the Committee and the DTI's commitment to the objectives set out in the Bill and thanks the Committee for considering the submissions contained herein, and remains available for further discussions in respect of the Bill and any subsequent legislative amendments that may follow.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Pfanani Lishivha', written in a cursive style.

Pfanani Lishivha

Chief Executive Officer