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I am a creator (writer, artist and photographer) Here is my response to The Notice of Inquiry.

1. My significant monetizing and licensing challenges are the mis-use of the Work-for-Hire by clients who think because they simply commission me as an independent contractor they have exclusive rights. Work-for-Hire was made for employees and employers. Clients who commission me think they are entitled to my rights even though, I am not their employee. They are not paying for my supplies. They are not paying my taxes. I am not working at their location. Often they do not meet any of the 9 conditions stated in Circular 9, Work-Made-For-Hire Under the 1976 Copyright Act AND I don't sign a work-for-hire contract.

Keeping a middleman out of my ability to license and monetize my art. I don't need a registrar who will make money off my art and give me a small percentage as if they were the owners.

Now with computers people are calling themselves artists and designers who have not and would not have done so without the ease of computer accessibility. Some of these people ONLY make use of other people's art and photography. Since they have not paid for education in these fields they sell their services far below industry rates. Thus, causing clients to come to me after these pretenders screw up the job and expect me to do it for those low rates.

2. My significant enforcement challenges are people who think. "If it's on the internet it's free to use." They feel they can have my art reproduced, distributed, publicly displayed, or made into a derivative work without my permission as the copyright owner. Artists have historically been taken advantage of even though the law protects us. Without that law, all the wolves would come out and attack us, abuse and use our work with ease.

3. Registration with the Copyright Office is easy at this time. The group Copyright option is great, so I don't have to do it individually.

4. Significant challenges are people who don't understand "fair use" and "public domain." People who want to make use of my work have clear guidelines, but they don't have a clear place that outlines this without going into the actual Copyright PDF. This can be stated clearly on the web-site for all to see, as well as Work-for-Hire.

5. Other issues and significant challenges the Office should be aware of is that even though I include meta-data into my digital files with my copyright ownership and contact information, it can be changed. Someone who wants to claim they did due diligence in trying to find me can change or delete that data. They can crop my signature out of my image. There is no way to tell if someone trued to find me in good faith, because they may be the same person who stripped put my information. They can use "made a good faith effort" as a shield

to hide their deeds.

A private sector registry will very soon cost more that the current Copyright fee. The ability to register every single piece I've created is impossible because, some art I've sold, lost or given away. It would be too expensive for me to do it all individually. There will be irresponsible registrars, because there already are people taking advantage.

Here's an example of how some companies operate now.

Let's look at Copyrightsworld.

Who are they?

You can't find out from their web-site. I shouldn't have to work so hard to find out. But I did.
The domain registrant is GLOBYWORKS located in London (DE13Gz United Kingdom) and Greece.
Bad news for Americans already. They don't register the work in the U.S.

So who is GLOBYWORKS? I don't know since I can't make heads or tails of the web-site. It's Greek to me. No, really it's in Greek!

What do they do after they take your money?

Give you a unique number.
Email a submission receipt, which certifies the registration with them. (And who are they?)
Receive the "Certificate of submission"
All submitted creations are internally forwarded to CopyrightsWorld's information department.
Submitted to a National Library with details mailed to you. (I thought this was CopyrightsWorld not CopyrightsNational?)

How do they protect your work?

Let's look at their terms of service.

5. The model contract contained in www.CopyrightsWorld.com site and the services and products provided thereunder, may be replaced, amended, revoked from time to time by the CopyrightsWorld, at its discretion and in accordance with the legislation. In any case, the signature and / or shipment of such model contracts from potential customers to CopyrightsWorld not constitute an admission by the latter. Visitors to the site www.CopyrightsWorld.com not modify or manipulating the model contracts contained in it or to incite or suggest a third signature in order to claim any kind of compensation from CopyrightsWorld without prior written agreement with the latter.

AND
22. The CopyrightsWorld entitled at any time, without notice, to discontinue or suspend the provision of services, or changing the nature and content.
(They can pull the rug out from under you)

8. The CopyrightsWorld may at its discretion to suspend, temporarily or permanently, access or operation of the site www.CopyrightsWorld.com and to alter in any way the content and form, without prior notice.

(They can disappear at any time. How secure do you feel?)

12. The CopyrightsWorld offers its customers an online electronic means to use as evidence and potential to prove the paternity of their intellectual work in relation to any judicial or other authority or company or individual, public or private entity.
(Nothing wrong with third party proof, but a Notary public is better an cheaper if you really need it.)

18. The CopyrightsWorld or representative may not be called as witnesses in judicial dispute membership (provided that it is a certified member) where it relates to intellectual creations you have made to our service.
(Oh well, so much for third party proof.)

When do you stop paying?

This is a pay as you go service. So, you top up your account with credits. You can buy from 1 credit to as many as you need.

Credits never expire, so you can use them as you like and only when you need to protect a new creation of yours.

Of course, the more credits your buy, the less you pay per credit.
To submit a new lyrical creation, for example, you will need just 1 credit. You can purchase them in bundles for up to 59 cents or one by one. It's up to you.

I don't want a private sector registrar with that kind of power. Please do not suggest anything weaken the current Copyright law. Other people have access to my art if hay play by the rules.

Sincerly,

Howard Simpson