

Provision	TPP Language	Duplicate Language (or substantively equivalent)	Less Restrictive language
<b>Give effect to provisions of chapter</b>	<p>1.1: Each Party shall, at a minimum, give effect to this Chapter.</p> <p>1.6: A Party may provide more extensive protection for, and enforcement of, intellectual property rights under its law than this Chapter requires, provided that the more extensive protection does not contravene this Chapter.</p>	Australia-US Art. 17.1	Chile-US FTA Art. 17.1, CAFTA-DR Art. 15.1: Signatory parties "may, but shall not be obliged to, implement in its domestic law more extensive protection..."
<b>Trademark definition</b>	2.1: No Party may require, as a condition of registration, that a sign be visually perceptible, nor may a Party deny registration of a trademark solely on the grounds that the sign of which it is composed is a sound or a scent.	Australia-US Art. 17.2.2; Morocco-US 15.2.1; Oman-US Art. 15.2.1; Bahrain-US 14.2.1; Korea-US 18.2; Columbia-US Art. 16.7.1	
<b>Copyright Term</b>	4.5: [70 years following death of natural person; for non-natural person: 95 years from end of calendar year of 1st authorized publication; if no authorized publication within 25 years, then 120 years from the end of the calendar year of creation]	Oman-US Art. 15.4.4	NAFTA Art. 4: [50 years from end of calendar year of the first authorized publication; if no authorized publication within 50 years from the making of the work, 50 years from the end of the calendar year of making.] All other FTAs: [70 years from death of author, 70 years from authorized publication, or if no authorized publication within 50 years, 70 years from making.]
<b>Rights of Creators</b>	4.1: Authors, performers and producers of phonograms have the right to authorize or prohibit all reproductions of their work...in any manner or form, permanent or temporary (including temporary storage in electronic form).	Singapore-US Art. 16.4.1; Morocco-US Art. 15.5.1; CAFTA-DR Art. 15.5.1; Oman-US 15.5.1; Bahrain-US 14.4.1; Panama-US Art. 15.5.1 Korea-US Art. 18.4.1 Slightly different definition of "authors" with same rights: Chile-US Art. 17.5.1; Peru-US Art. 16.5.2; Australia-US Art. 17.4.1.	
<b>Rights of creators to prohibit public communication, including "making available to the public."</b>	4.3: Rights holders may prohibit public communication "By wire or wireless means, including the making available to the public of their works in such a way that members of the public may access these works from a place and at a time individually chosen by them. "	9 of 14: Singapore-US FTA Art. 16.4.2; Chile-US FTA Art. 17.5.2; CAFTA-DR Art. 15.6; Oman-US FTA Art. 15.5; Bahrain-US FTA Art. 14.5; Peru-US TPA Art. 16.5.4; Panama-US PTA Art. 15.6; Korea-US FTA Art. 18.5; Columbia-US FTA Art. 16.5.4	

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<b>Prohibition vs. Parallel Imports</b>	4.2: Right holders may "authorize or prohibit the importation into that Party's territory of copies of the work, performance, or phonogram made without authorization, or made outside that Party's territory with [] authorization."	Australia-US Art. 17.9.4; Singapore-US Art. 16.7.2; Morocco-US Art. 15.5.2.	
<b>Patent Scope: General</b>	8.1: Patents shall be available for any new forms, uses, or methods of using a known product; and a new form, use, or method of using a known product may satisfy the criteria for patentability, even if such invention does not result in the enhancement of the known efficacy of that product.	No FTA includes the phrase "even if such intervention does not result in the enhancement of the known efficacy of that product."	The reference to "any new forms, uses, or methods" is found in: Australia-US Art. 17.9.1; Oman-US Art. 15.8; Korea-US Art. 18.8.1.  10 FTAs make patents available "for any invention, whether a product or process, in all fields of technology, provided that the invention is new, involves an inventive step, and is capable of industrial application." NAFTA Art. 1709.1; Jordan-US FTA Art. 4.17.1, Singapore-US FTA Art. 16.7.1; Chile-US FTA Art. 17.9.1; Australia-US Art. 17.9.1; CAFTA-DR Art. 15.9.1; Peru-US PTA Art. 16.9.1; Panama-US PTA Art. 15.9.1; Korea-US FTA Art. 18.8.1; Columbia-US Art. 16.9.
<b>Patent Scope: plants and animals; treatment methods</b>	8.1: Each Party shall make patents available for inventions for the following: (a) plants and animals, and (b) diagnostic, therapeutic, and surgical methods for the treatment of humans or animals.	No FTA explicitly includes coverage of both (a) and (b).	6 FTAs allow plants and animals and treatment methods to be excluded. NAFTA 1709; Singapore-US Art. 16.7.1; Oman-US Art. 15.8.2 CAFTA-DR art. 15.9.2; Peru-US Art. 16.9.2; Panama-US Art. 15.9.2.  An additional 4 FTAs allow treatment methods to be excluded from patentability. Jordan-US 4.18; Australia-US 17.9.2; Bahrain-US 14.8.1; Korea-US 18.8.1.
<b>Anti-Circumvention Enforcement</b>	4.9: [Civil liability for circumvention of technical copyright protection or creation, distribution, provision etc. of products or services that are intended to circumvent.]  [Criminal liability for above activities with commercial purpose from non-exempt actors such as libraries]	No knowledge requirement for civil liability and criminal liability for willful circumvention with commercial purpose: Morocco-US Art. 15.5.8; CAFTA-DR Art. 15.5.7; Oman-US Art.15.4.7; Bahrain-US Art. 14.4.7; Peru-US Art. 16.7.4; Panama-US Art. 15.5.7; and Columbia-US Art. 16.7.4.	Knowledge requirement for civil liability. Singapore-US Art. 16.7.4; Chile-US Art. 17.7.5; Australia-US Art. 17.4.7; Korea-US Art. 18.4.7.  No requirement for criminal liability for circumvention with commercial purpose in the Chile-US FTA Art. 17.7.5.

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<b>Rights Management Information (RIM)</b>	<p><b>4.10:</b> [Civil liability for persons knowingly removing or altering rights management information (RMI); distributing or importing for distribution RMI; or distributing, broadcasting, communicating or making available works with knowledge that RMI has been removed.]</p> <p>[Criminal liability for same acts done "willfully and for purposes of commercial advantage or private financial gain"]</p>	<p>All post-2001 FTAs include same construction. Singapore-US Art. 16.4.8; Chile-US Art. 17.7.6; Australia-US Art. 17.4.8; Morocco-US Art. 15.5.9; CAFTA-DR Art. 15.5.8; Oman-US Art. 15.4.8; Bahrain-US Art. 14.4.8; Peru-US Art. 16.7.5; Panama-US Art. 15.5.8; Korea-US Art. 18.4.8; Columbia-US Art. 16.7.5</p>	
<b>Preliminary Injunctions</b>	<p><b>13.1</b> Parties "shall act on requests for provisional relief inaudita altera parte expeditiously, and shall, except in exceptional cases, generally execute such requests within ten days.</p>	<p>Includes a 10-day requirement: Morocco-US Art. 15.11.17; Oman-US Art. 15.10.17.</p> <p>Bahrain-US Art. 14.10.17 refers to a general 10-day requirement that can be avoided "in exceptional cases."</p>	<p>No ten day execution requirement, but "expeditiously" requirement: Singapore 16.9.15(a-b); Chile 17.11.15-16; Australia 17.11.16-17; CAFTA-DR 18.10.17-18; Peru 16.11.18-19; Panama 15.11.17-18; Korea 18.10.17-18; Colombia 17.14-15;</p> <p>NAFTA requires that requests for provision relief demonstrate that "delay in the issuance of such measures is likely to cause irreparable to the right holder." NAFTA Art. 1716.2.</p>
<b>Civil Damages</b>	<p><b>12.4:</b> Signatories must pre-establish damages for copyright and trademark infringements "in an amount sufficiently high to constitute a deterrent to future infringements and to compensate fully the right holder." For patents, signatories provide judicial authority to "increase damages to an amount that is up to three times the amount of the injury found or assessed."</p>	<p>"Deter" and "Compensate" language and authority to impose treble damages included in Morocco-US Art.15.11.7; and the Oman-US 15.10.7.</p>	<p>10 FTAs include "deter" and "compensate" language. Singapore-US FTA Art. 16.6.9; Australi-US FTA Art. 17.11.17; Morocco-US FTA Art. 15.11.7; CAFTA-DR Art. 18.10.6; Oman-US FTA Art. 15.10.7; Bahrain-US FTA Art. 14.10.7; Peru-US TPA Art. 16.11.18; Panama-US TPA Art. 15.11.18; Korea-US FTA Art. 18.10.6; Columbia-US Art. 16.11.18.</p> <p>NAFTA requires judicial authority to order damages "adequate to compensate for the injury the right holder has suffered" [Art. 1715.2]</p> <p>Chile-US: requires "damages adequate to compensate for the injury the right holder has suffered because of an infringement of that person's intellectual property right." [Art. 17.11.18]</p>

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<b>Judicial Authority to Destroy Materials and Implements</b>	<b>12.7:</b> Judicial authorities may “order that materials and implements that have been used in the manufacture or creation of such pirated or counterfeit goods be, without compensation of any sort, promptly destroyed.”	Nine FTAs include same language. Australia-US Art. 17.11.10(b); Morocco-US Art. 15.11.10(b); CAFTA-DR 18.10.9(b); Oman-US Art. 15.10.10; Bahrain-US Art. 14.10.10(b); Peru Art. 16.11.11(b); Panama Art. 15.11.11.(b); Korea-US Art. 18.10.9(b) Columbia-US Art. 16.11.11	NAFTA limits ability to destroy to “materials and implements the predominant use of which has been in the creation of the infringing goods.” Art. 1715.5(b)  The Singapore-US and Chile-US FTAs limit judicial authority to order seizure, but not destruction of materials and implements. Singapore-US Art. 16.9.21(a)(ii); Chile-US Art. 17.11.22(c)