

EXHIBIT 6



PUBLIC.RESOURCE.ORG ~ A Nonprofit Corporation

Open Source America's Operating System

"It's Not Just A Good Idea—It's The Law!"

October 11, 2013

Larry A. Schemmel
Special Assistant Attorney General
Office of the Attorney General
State of Mississippi
Post Office Box 1850
Jackson, Mississippi 39215-1850

Dear Mr. Schemmel:

I am in receipt of your letter of October 7 regarding your request that we "immediately remove the annotated version of the Mississippi Code of 1972 Annotated from any and all ... website(s) and from all sites and all types of written and electronic media." We respectfully decline to comply with this request for the reasons stated herein.

First, let me thank you for thoughtful letter. I especially appreciate your support for the 8 Principles of Open Government Data, which I helped draft with 30 of my colleagues in 2007. If I may take the liberty of paraphrasing your letter, it seems like you are making two main points:

- You state that the State of Mississippi makes the unannotated version of the Code available and that this is complete, current, and official. (Emphasis in the original letter.)
- You state that the annotated version of the Code is also an "official version of the law of the State and includes the law itself and copyright-protected material." (Emphasis in the original letter.)

Let me begin by addressing the question of availability of the unannotated version of the Code via your vendor's web site. As you know, the 8 Principles of Government Data require that access to government data—particularly public domain data such as we both agree includes the unannotated Code—should be license-free and machine processable.

As you will see in Exhibit A, access to the site is initially blocked by a popup which requires the user to agree the Terms and Conditions. Those Terms and Conditions, which are attached in Exhibit B, consists of an extensive license agreement spanning 5 pages of exceedingly technical language in fine print.

Some of the highlights of the agreement include fairly draconian prohibitions against effective use, including a prohibitions against the ability to "copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site."

The terms of use, in turn, refer to the Copyright Statement from your vendor, which states:

No part of the materials including graphics or logos, available in this Web site may be copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, without specific permission (to request permission to use materials, continue to our Permission Request Form). Distribution for commercial purposes is prohibited.

*Source: <http://www.lexisnexis.com/terms/copyright.aspx>
Last Retrieved: October 10, 2013*

If the user has the courage to click through, they are presented with a navigational interface based on frames and an extensive amount of clicking by the user before they can reach the section they are looking for (See Exhibit C). Finally, the user is presented with a section of the Code, for example Exhibit D, shows § 1-1-8.

The user interface your vendor presents is full of links to various proprietary products, but there is a little print icon, which presents a semi-clean version of the text, as shown in Exhibit E. However, there is a huge flaw in the user interface, in that the URL that is presented does not allow a user to share what they are looking at with other users. If you mail the URL to a friend, you don't get the section of the Code, you get a screen from your vendor hawking proprietary products as shown in Exhibit F.

The lack of permanent URLs and a modern user interface are just the beginning of problems with this web site.

- As you can see from Exhibit G, the site is replete with HTML errors, errors which prevent the text from properly working on modern standards-based browsers (I have included only the first 10 pages of the 39 page error report).
- In addition, as shown in Exhibit H, the site is replete with CSS errors, as shown in Exhibit H, making the site work improperly in browsers (again, I have included only the first 10 pages of the 165 error report, which is a test of only one of several of the CSS files used).
- In addition, as shown in Exhibit I, the site does not meet the Section 508 accessibility requirements of the U.S. Rehabilitation Act, which makes information available to people with disabilities.
- Finally, as shown in Exhibit J, your vendor does not permit search engines to crawl their site, making the most common discovery method for users unavailable in the case of the Mississippi Code. People should be able to easily discover what the law is.

Perhaps the biggest issue is that the public access that is provided does not allow bulk access to the data. This means that other sites, which might provide better formatting or accessibility, are prohibited from providing this service by the terms of use. There is no requirement that the State or your vendor provide a good web site, but prohibiting others from doing so is a significant barrier to the rule of law and our rights to read, know, and speak the laws which we must all obey.

Let me turn briefly now to the issue of the Annotated Official Code. Exhibit K contains the marketing literature provided by your vendor. As you can see, any citizen and

certainly any lawyer would feel totally remiss in not using the the official annotated version of the Code. The marketing literature stresses that:

Be sure that the law you read is the law indeed

Official isn't just a word. It's a process. The Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation maintains careful editorial control over the publication of the official code, from the moment LexisNexis receives the acts to the final galley proofs of the finished product. Their strict supervision ensures that the published code and its supplements contain no errors in content, conform carefully to the numbering scheme, and publish in a timely manner.

Cite the code that's guaranteed to be right

Because it's official, you can rely on LexisNexis' Mississippi Code of 1972 Annotated for the correct statement of the law ...

As you can see, it is very clear that the Code is the official statement of the law as promulgated by the State. This is not some independent commercial endeavor, this is an official process under the direction of the State.

I have attached as Exhibit L the same section earlier attached from Exhibit D, this one being the annotated version. As you can see by comparing the two, the Annotated Code includes important cross references, research references, and Editor's Notes. The Editor's notes are not simply creative work, they are important materials. For example, the note to § 1-1-11 is a reference to a statement adopted by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. Statements such as these are part and parcel of the law, statements of the codifiers that add important information to the original statutes.

I appreciate the efforts you have taken to reach out to me and the informative nature of your letter. It is clear you have given the matter careful consideration. However, we believe that the Official Code as promulgated by the Joint Legislative Committee and bearing the official authorship of the Committee falls squarely in the category of the law, which all citizens have the right to read, know and speak.

We therefore respectfully decline to remove the materials. However, I would be more than happy to discuss the matter including traveling to Mississippi to discuss the technical points which I have raised with you and others.

Sincerely yours,



Digitally signed by Carl Malamud
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email=carl@media.org,
c=US
Date: 2013.10.11 09:58:41
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Carl Malamud

enc: Trodart 5208 Self-Inking Rubber Stamp, Red Ink
"IF A LAW ISN'T PUBLIC, IT ISN'T A LAW. JUSTICE STEPHEN BREYER"