



COPYRIGHT

INFOPACK

ABOUT THIS INFOPACK

This Copyright Infopack ("**Infopack**") provides an overview of fundamental concepts on copyright and related rights in Singapore. It is intended to serve as a basic primer for creators and users, outlining how copyright content may be created, distributed, and used in Singapore, including practical tips.

Copyright, as well as rights in performances, are types of intellectual property rights that grant their owners various exclusive rights in respect of content. Rights owners can control the use of their content and users who do not comply with copyright requirements may infringe copyright law. At the same time, copyright law provides specific exceptions to copyright infringement, so that the public can freely use content for particular recognised purposes that benefit society at large. In this way, the copyright regime provides creators with incentives to create content, creates business opportunities for rights owners, and sets out a clear framework within which users may access and use content.

The Copyright Act 2021 (the "**Act**") is the key source of copyright law and related rights in Singapore. For convenience, unless otherwise indicated, references to "**copyright**" in this Infopack refer to both copyright and rights in performances collectively, unless a particular distinction between the rights is being highlighted. References to "**rights owners**" therefore include both the owner of a copyright work as well as a person who is entitled to bring an action for an infringing use of a protected performance under the Act. Likewise, unless specifically distinguished, references to "**creators**" should be understood as including performers.

This Chapter 1 focuses on introducing basic concepts in copyright law. Subsequent chapters will be released that will focus on issues that creators and users will be concerned with, moral rights, and electronic rights management.

We will be publishing subsequent chapters of this Infopack to explore in detail these basic concepts about copyright. In the meantime, if you would like to learn more about the Copyright Act 2021, such as the default ownership of commissioned works, the new moral right to be identified as a creator, and a new educational exception, please see our Copyright Act 2021 factsheet at <http://go.gov.sg/copyright-resources>.



CONTENTS

The outline of this Chapter 1 of the Infopack is as follows:

1. CHAPTER ONE: COPYRIGHT 101	5
1.1 What is Copyright?.....	5
1.2 Who are the Key Players in Singapore’s Copyright Ecosystem?.....	6
1.3 What Content does Copyright Protect?.....	7
1.4 How is Copyright Protection Obtained?	11
1.5 Who Owns Copyright?	13
1.6 When does Copyright Expire?.....	13
1.7 When is Copyright Infringed and Are There Exceptions?	17
1.8 What Remedies are Available for Infringement?	18
1.9 What do the Copyright Tribunals do?.....	22
1.10 What are Moral Rights?	22

This Infopack is for general information only and is not intended to be exhaustive. It is meant to serve as a primer for creators and users of copyright content, outlining how such content may be created, distributed, and used in Singapore. This document is made available on an “as is basis” and all implied warranties are disclaimed. It does not constitute, and should not be relied on as, legal advice. You should seek specific legal advice from a legal professional if you require legal advice. Please note that this Infopack does not consider matters outside Singapore.

Copyright © 2021 Intellectual Property Office of Singapore.

You may download, view, print and reproduce this document without modifications, but only for non-commercial use. All other rights are reserved.



1. COPYRIGHT 101

This Chapter provides an overview of key concepts such as what copyright is, the types of content protected, ownership and transfer of rights, duration of protection, infringement, as well as exceptions and remedies.

1.1 What is Copyright?

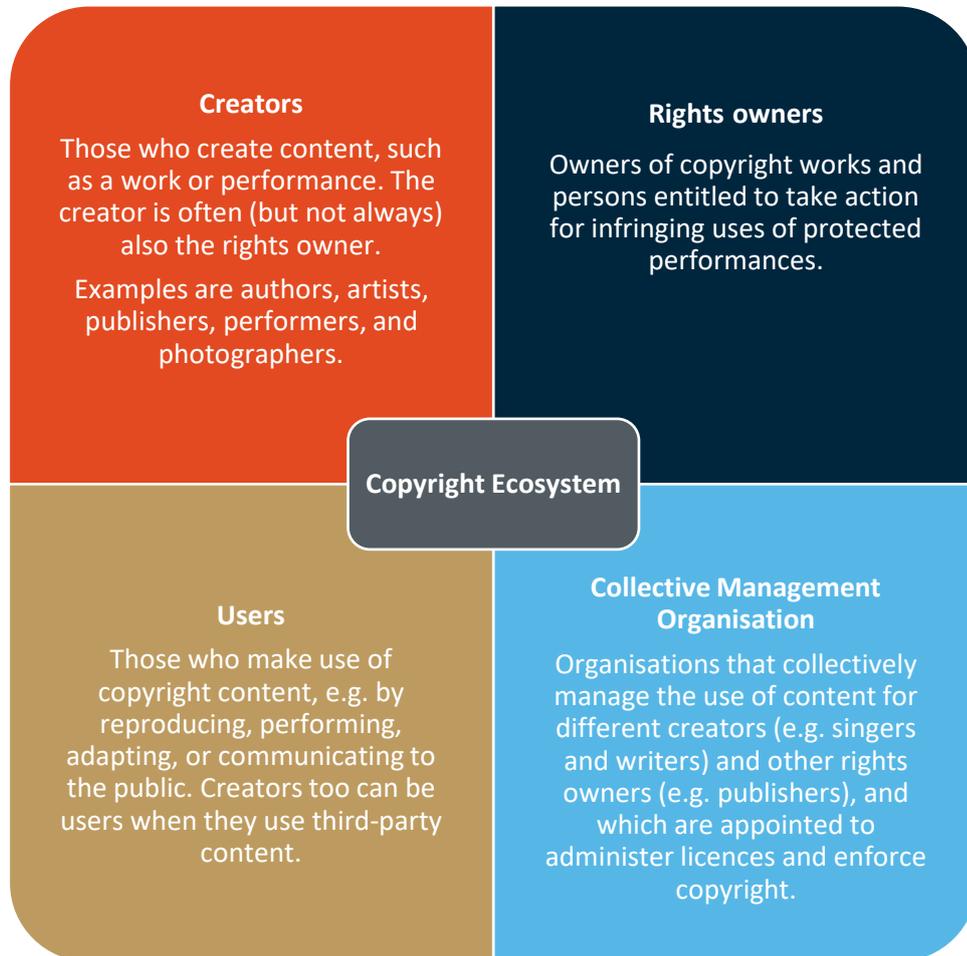
Copyright is an intellectual property right that protects content expressed in tangible forms. The owner of such rights has certain rights to prevent others from using their content without authorisation.

As a property right, copyright can be assigned (i.e. you can transfer ownership of it to another person) or licensed (i.e. you can give permission to another person to use it). Copyright can also be used as security (e.g. as collateral for a loan).

Copyright law exists alongside other laws that may need to be observed when using content in Singapore (e.g. the Personal Data Protection Act 2012 in relation to use of personal data and defamation law in relation to defamatory content).

1.2 Who are the Key Players in Singapore's Copyright Ecosystem?

Singapore's copyright ecosystem includes the following key players:



A Closer Look at CMOs

CMOs are appointed by rights owners to facilitate large-scale royalty collection and monitor usage of content, thereby reducing the transaction costs involved. This intermediary role played by CMOs can benefit users (e.g. restaurants, cinemas, and shopping malls that play music) by facilitating their use of works, as well as creators (e.g. the musician whose music is being played) by facilitating the payment of royalties to them for the use of their works.

Different CMOs manage rights over different types of content. For example, if you wish to use music (e.g. to perform a song in public), you may check if COMPASS or MRSS can grant you the relevant licences.

The following are the main CMOs currently operating in Singapore:

CMOs	Rights which the CMO administers
<u>Composers and Authors Society of Singapore Ltd</u> (COMPASS)	<ul style="list-style-type: none"> • Right to make a copy of musical works • Right to make a copy of lyrics • Right to perform musical works in public • Right to perform lyrics in public
<u>Music Rights (Singapore) Public Limited</u> (MRSS)	<ul style="list-style-type: none"> • Right to make a copy of karaoke videos and music videos for use on karaoke-on-demand systems in Singapore • Right to make a copy of sound recordings • Right to perform films featured in music videos and karaoke videos in public • Right to perform sound recordings in public
<u>Copyright Licensing and Administration Society of Singapore Ltd</u> (CLASS Singapore)	<ul style="list-style-type: none"> • Right to make a copy of literary works featured in books, journals and periodicals
<u>Motion Picture Licensing Company (Singapore) Private Limited</u> (MPLC)	<ul style="list-style-type: none"> • Right to perform motion pictures and other audio-visual programs in public.

CMO Class Licensing Scheme

To ensure that CMOs meet minimum standards of transparency, good governance, accountability, and efficiency, the Act regulates CMOs under a class licensing scheme administered by IPOS. Under this scheme, all CMOs are subject to the conditions of the licensing scheme. IPOS is empowered to impose financial penalties on, as well as issue written directions and cessation orders to, CMOs and/or their officers who breach their licence conditions or who fail to comply with IPOS's directions. The scheme is not yet in force and will be implemented after further public consultation on the licence conditions.

1.3 What Content does Copyright Protect?

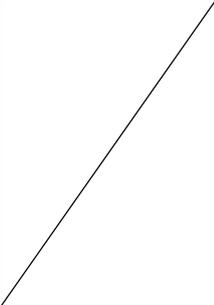
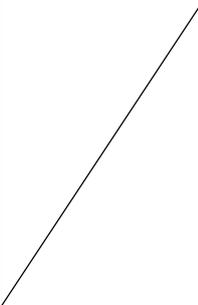
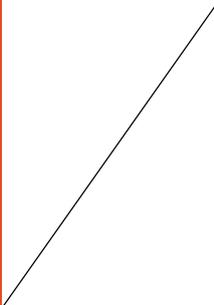
The Act protects a wide variety of content. Rights owners can control how their content is used and receive payment for such use. Others may need licence(s) to use such content. Rights owners often

require users to agree to comply with specific conditions, such as the payment of a fee, in exchange for the licence to use the content.

Below is an overview of common types of content and when it may be necessary to obtain a licence. Literary, dramatic, musical, and artistic works are often collectively referred to as “**Authorial Works**” because they are created by the efforts of an author:

Content	Exclusive right of the right owner (i.e. uses for which licence(s) may be required)			
	Making a copy	Publishing (e.g. supplying copies through sale)	Performing in public (i.e. to show or play in public)	Communicating to the public (i.e. to transmit to the public, e.g. over the internet)
COPYRIGHT				
Literary works (e.g. books, articles in journals or newspapers, lyrics in songs or computer program source codes) ¹	✓	✓	✓	✓
Dramatic works (e.g. scripts for films or drama (as applied), choreographic scripts for shows or dance routines) ²	✓	✓	✓	✓
Musical works (e.g. melodies)	✓	✓	✓	✓
Artistic works (e.g. paintings, sculptures, drawings, engravings, photographs, buildings or models of buildings, works	✓	✓	/	✓

Content	Exclusive right of the right owner (i.e. uses for which licence(s) may be required)			
Type of Content	Making a copy	Publishing (e.g. supplying copies through sale)	Performing in public (i.e. to show or play in public)	Communicating to the public (i.e. to transmit to the public, e.g. over the internet)
of artistic craftsmanship such as designer furniture that is not mass produced) ³			/	
Films (e.g. movies or videos) ⁴	✓	/	✓	✓
Sound recordings (e.g. podcasts, music or audiobooks contained in a digital file) ⁵	✓	✓	✓ Right to collect payment (equitable remuneration)	✓
Television and radio broadcasts (e.g. broadcasts by way of television or radio) ⁶	✓	/	✓	✓
Cable programmes (e.g. programmes (visual images and sound) included in a cable programme service sent by means of a telecommunication system) ⁷	✓	/	✓	✓

Content	Exclusive right of the right owner (i.e. uses for which licence(s) may be required)			
Type of Content	Making a copy	Publishing (e.g. supplying copies through sale)	Performing in public (i.e. to show or play in public)	Communicating to the public (i.e. to transmit to the public, e.g. over the internet)
Published editions of literary, dramatic, musical, or artistic works (e.g. typographic arrangements of a published work)				
RIGHTS IN PERFORMANCES⁸				
Live performances by performers (such as musicians, singers or comedians) and sound recordings of such performances	 Making a copy of a recording of a live performance	 Publishing a recording of a live performance	 Causing a performance to be heard in public while it is live	 Communicating a live performance to the public or making a recording of it available to the public

What is equitable remuneration?

Owners of copyright in sound recordings have a right to collect "**equitable remuneration**" (i.e. to be paid a fair compensation) for public performance of the sound recordings.

Hence, users that play recorded music in a public venue (e.g. restaurants, hotels, retail shops) may need to obtain a licence for the public performance of the sound recordings, in addition to the licences for public performance of the underlying musical scores and lyrics.

Are you fully licensed?

Certain content, such as sound recordings and films, may contain different types of content, each of which is individually protected by copyright. This means that a user of such content must obtain a licence from the rights owner of each type of content. For example, to use a recorded song, one must obtain licences from the rights owner(s) of the lyrics, the melody, and the sound recording itself.

1.4 How is Copyright Protection Obtained?

In Singapore, the content you create is automatically protected by copyright as long as you meet the below conditions. You do not need to register your copyright to obtain protection and IPOS does not administer a copyright registration system.

Conditions for copyright protection:

- (a) **You must have a connection with Singapore** (i.e. a "connecting factor"). This may be established in one or more of the following ways:⁹
 - (i) **Nationality** – You are a Singapore citizen.
 - (ii) **Residence** – You were a resident of Singapore when you created your content.
 - (iii) **Place of publication** – You first published your content in Singapore.

Who is a "resident" of Singapore?

You are considered a "resident" of Singapore if you are ordinarily resident in Singapore, or residing in Singapore under a valid pass lawfully¹⁰ issued to you to enter and remain in Singapore for any purpose other than a temporary purpose.

Will my work be protected outside Singapore?

Copyright is 'territorial' in nature – i.e. copyright arising in Singapore confers protection only in Singapore. However, several international treaties now extend this protection to most other countries on the basis of reciprocity (i.e. Singapore also grants protection to copyright arising in those countries).¹¹ This means that just as content created by creators from these countries will be protected in Singapore, content created by Singapore creators will be protected in these countries too.

Do note that in other countries, while registration of copyright is usually not necessary to obtain copyright protection, doing so may come with certain advantages, such as ease of proving rights ownership in the event of a dispute.

(b) In addition, for **literary, dramatic, musical or an artistic works**:

- (i) **the expression must be original.**¹² This means that you must apply at least some independent intellectual effort in creating the expression. Copyright does not protect facts or information. Copyright protects the particular form of *expression* of the information; and
- (ii) **the work must be fixed in a material form.** This condition ensures certainty over what is protected. For example, a work that is in writing or stored on a computer satisfies this requirement, whereas a speech that is only spoken but not scripted or otherwise recorded does not.

Do I need to use the © symbol?

The © symbol is often used in copyright notices accompanying published editions of content, such as "*© 2022 Intellectual Property Office of Singapore (IPOS)*". This indicates that the content was published in the year 2022, and that the Intellectual Property Office of Singapore (IPOS) claims copyright to the content. Sometimes, the terms on which the content can be used are also indicated near the symbol, e.g. "*for Private Non-Commercial Use Only*", or "*All Rights Reserved*" (where no use is allowed).

The © symbol does not actually create copyright and you do not need to use it to enjoy copyright protection. Whether copyright actually exists depends on whether the legal conditions for copyright protection are met. However, using the © symbol in a copyright notice may still be helpful for the following reasons:

- it shows that you asserted ownership of the copyright when the content was published; and
- if a work bears your name as the author or publisher, it is easier for you to establish these facts in court.

1.5 Who Owns Copyright?

A *rights owner* is the person (whether a company or an individual) who owns and can exercise the exclusive rights (i.e. the copyright) in the content.¹³ This may be different from the person who is the *creator* of the content, such as the "author" of authorial works (see explanation at section 1.3 above), or the "performer" of a performance.

By default (i.e. in the absence of a contract), the content creators are the rights owners, including when they are commissioned to create content. However, there is an exception: if you are an employee, your employer is the default rights owner of all types of content created by you in the course of your employment.¹⁴

These default positions are generally subject to contract,¹⁵ i.e., you can agree in writing to change the position so that someone else will own the copyright instead. More information on how you can change the default position in commissioning scenarios will be covered in more detail in a subsequent chapter of our Infopack.

1.6 When does Copyright Expire?

Copyright always expires but the exact duration of protection depends on the content in question. The table below summarises the duration of protection for each type of content. Generally:-

- For authorial works with identified authors, copyright lasts for the life of the author plus 70 years.
- Rights owners are incentivised to monetise their copyright and make available their content to the public for societal benefit. As such, certain types of content such as sound recordings and films generally enjoy longer copyright durations if they are made available to the public within a certain period (50 years) after they are made, than if they are made available after this period or not made available at all.
- As part of the transition from the previous copyright legislation to the Act (which came into effect on 21 November 2021), there are exceptions to the general duration of protection of certain types of content. A work that is first published or made available to the public on or before the cut-off date of **31 December 2022** may be subject to these exceptions. Refer to the table for more details.

CONTENT	DURATION OF PROTECTION ¹⁶			
	General		Exceptions	
	Scenario	Expiry of Copyright (may depend on whether work is published or made available to the public, and if so, when)*	Scenario	
Expiry of Copyright				
<ul style="list-style-type: none"> Literary works Musical works Dramatic works Engravings 	<p>70 years after death of the author.</p>		<p>A posthumous work (where the author died before 21 November 2021) first made available to the public on or before 31 December 2022.</p>	<p>70 years after making available to the public.</p>
			<p>Made or first published on or before 31 December 2022 by or under the direction or control of the Government.</p>	<p>70 years after first publication.</p>
<ul style="list-style-type: none"> Artistic works (except photographs and engravings) 	<p>70 years after death of the author.</p>		<p>Made by or under the direction or control of the Government before 21 November 2021.</p>	<p>70 years after the making of the work.</p>

<ul style="list-style-type: none"> Photographs 	<p>70 years after death of the author.</p>		<p>First published on or before 31 December 2022.</p>	<p>70 years after first publication.</p>
<ul style="list-style-type: none"> Authorial works (if author is not identified) Films 	<p>First published within 50 years after the making of the work.</p>	<p>70 years after first publication.</p>	<p>First published on or before 31 December 2022.</p>	<p>70 years after first publication.</p>
	<p>First published more than 50 years after the making of the work, but the work is made available to the public (other than by publication) within those 50 years.</p>	<p>70 years after first making available to the public.</p>		
	<p>All other scenarios (including where the work is not published at all)</p>	<p>70 years after the making of the work.</p>		
<ul style="list-style-type: none"> Sound recording 	<p>First published within 50 years after</p>	<p>70 years after first publication.</p>	<p>First published on or before 31 December 2022.</p>	<p>70 years after first publication.</p>

	the making of the work.			
	All other scenarios (including where the work is not published at all)	70 years after the making of the work.		
<ul style="list-style-type: none"> Published edition of an authorial work 	25 years from the end of the year in which the edition is first published.		-	
<ul style="list-style-type: none"> Broadcast 	50 years from the end of the year of making the broadcast.		-	
<ul style="list-style-type: none"> Cable programme 	50 years from the end of the year of including the cable programme in the cable programme service.		-	
<ul style="list-style-type: none"> Performance 	70 years from the end of the year in which the performance is given		-	

** Publication generally entails the supply of copies to the public (e.g. by way of sale). Content can also be made available to the public other than by publication (e.g. by way of public performance or communication to the public).¹⁷*

Illustration of transitional exception

BookCo, a publishing company, owns an unpublished manuscript which was made by Samuel, an author who died in 1940.

- If BookCo either does not publish the manuscript, or publishes it only after the cut-off date (31 December 2022), copyright would have expired in 2010 (i.e. 70 years after Samuel's death).
- If BookCo publishes the manuscript in 2022, before the cut-off date, copyright will expire in 2092 (i.e. 70 years after publication).

1.7 When is Copyright Infringed and Are There Exceptions?

In general, copyright is infringed when content is used without its right owner's authorisation and in the absence of any exceptions to infringement. Copyright may be infringed by:-

- **Primary infringement**, i.e. doing an act that falls within a right owner's exclusive rights.¹⁸
- **Authorising infringement**, i.e. authorising the doing of an act that falls within a right owner's exclusive rights.¹⁹
- **Secondary or other types of infringement**, such as commercial dealings in infringing articles. Commercial dealings refer to selling; letting for hire; by way of trade, offering or exposing for sale or hire; distributing for the purpose of trade; or, by way of trade, exhibiting in public.²⁰

New type of infringement in the Act²¹

To respond to the evolving means by which infringing content is consumed in the digital environment, the Act introduced new provisions creating both civil and criminal liability for commercial dealings in hardware devices, software applications and services that facilitate access to unauthorised content, including illicit streaming devices and set-top boxes.

Exceptions to infringement are known as "permitted uses" in the Act. An unauthorised use of third-party content will not infringe copyright if the use falls within a particular permitted use and satisfies the relevant conditions of that permitted use.²² The Act recognises different categories of permitted

uses in circumstances where it would be the public benefit to allow content to be used without infringing copyright, such as:²³

- fair use;
- educational uses;
- uses for computational data analysis and machine learning;
- uses by persons with print or intellectual disabilities; and
- uses by cultural and heritage institutions.

"Fair use" is important as it is a general exception that allows content to be used for *any purpose*, so long as the use is fair. Whether the use is fair is decided by the courts (in the event of litigation) based on factors in the Act.²⁴ If a certain use does not fall within one of the more specific categories of permitted uses, it could still be non-infringing if it falls within fair use.

When users access or use content, they are sometimes required by rights owners to agree to certain contractual terms and conditions. Some of these terms may seek to prevent users from benefiting from one or more permitted uses by excluding or restricting these permitted uses. Such terms are potentially unenforceable under the contractual restrictions provisions in the Act.

Permitted uses and contractual restrictions will be discussed in further detail in a subsequent chapter of our Infopack.

Important!

Whether a copyright claim or defence is valid depends on the facts and circumstances of each case. This may involve complicated issues of law. Do seek legal advice if you are unsure of whether you have a valid claim or defence to copyright infringement at <https://go.gov.sg/ip-clinics>.

1.8 What Remedies are Available for Infringement?

Copyright infringement can result in civil and/or criminal liability.

Civil Infringement

Legal action for infringement may be taken by a rights owner. In most cases, a rights owner's exclusive licensee may also take action.

The court may grant various remedies such as:

- **injunctions** (to stop someone from doing something) – e.g. an order against the infringer to stop infringing activities;

- **damages** (monetary compensation);



Actual damages

Compensation for the actual loss suffered by the rights owner.



Statutory damages

Compensation for the loss suffered by the rights owner. This is capped at S\$10,000 for each copyright work in an action, subject to a maximum of S\$200,000 for all the works in the action.



Additional damages

Additional amounts paid by the infringer in certain situations (e.g. flagrant infringement or benefit gained by the defendant because of the infringement).²⁵

How Are "Actual Damages" Different From "Statutory Damages"?

A right owner may choose whether to claim actual damages or statutory damages. To claim actual damages, the actual losses from the infringement must be proven, e.g. lost licence fees. In contrast, "statutory damages" may be chosen where there is difficulty proving actual losses. In general, statutory damages cannot be claimed in addition to other types of damages.

The amount of statutory damages is determined by the court, taking into account various factors such as the nature and purpose of the infringing act (including whether it was commercial in nature) and the need to deter similar instances of infringement.²⁶

- **account of profits** – an order against the infringer to pay the rights owner the profits the infringer received as a result of its use of the owner's copyright; and
- **order to delivery / order for disposal** – orders against the infringer to surrender all infringing articles to the rights owner, or to dispose of them.

What if the infringement was innocent?

The infringer may not need to pay damages for an innocent infringement, i.e. if when doing the infringing act, the infringer *did not know (and could not reasonably have known)* that the act was infringing. However, the infringer remains liable for any other remedy, such as an account of profits.

Any legal action must be brought within 6 years of the infringement.²⁷

If you believe that your copyright has been infringed, you may wish to seek legal advice on available remedies or enforcement actions. Depending on the circumstances, you may wish to discuss with your legal advisor whether alternative methods, such as negotiation or mediation to resolve your copyright dispute, are appropriate.

Criminal Offences

There are also criminal offences relating to copyright in content. In most cases, for an offence to apply, it must be proved that the infringing party *knows or ought reasonably to know* that the copies are infringing the rights in content.

Offences with commercial elements are subject to more severe punishments, and corporate offenders (e.g. companies) are subject to twice the maximum fines compared to individuals.

The table below summaries some key offences:

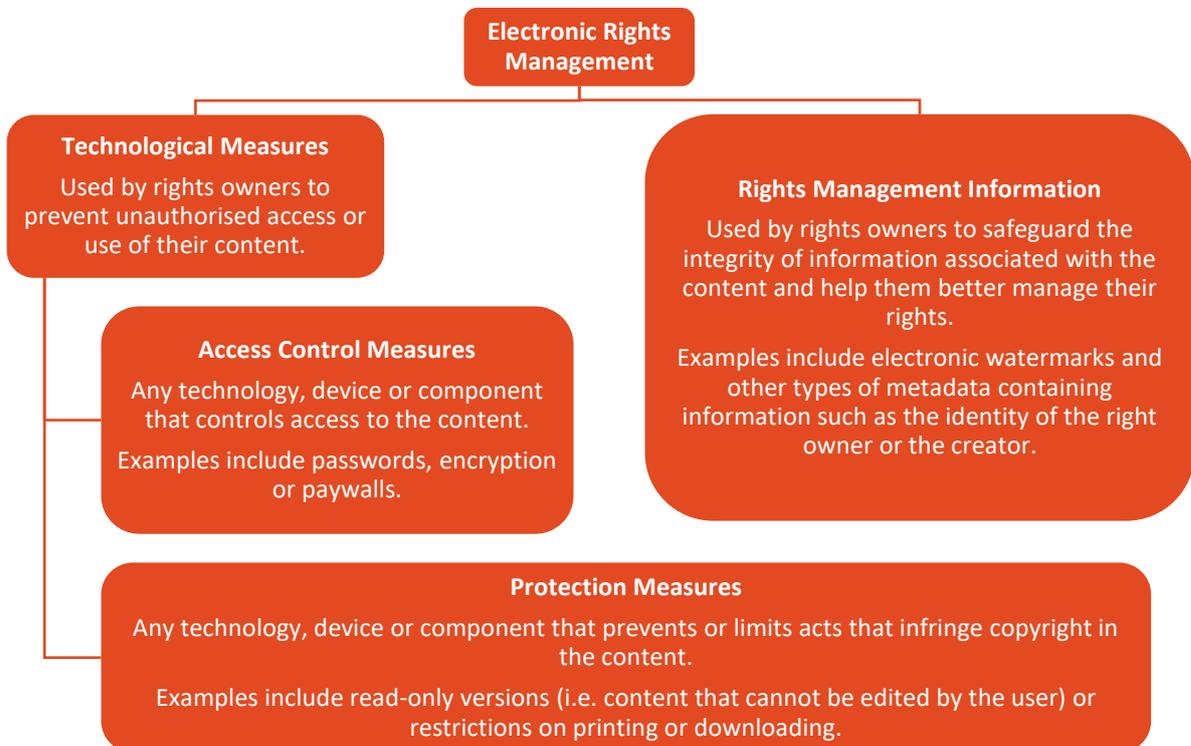
<p>Offences with commercial elements</p> <p>(e.g. making an infringing copy of a work for sale)</p>	<p><u>Examples</u></p> <ul style="list-style-type: none">• Offence of commercial dealings in infringing copies• Offence of infringement for commercial advantage• Offence of making or possessing article capable of making infringing copies	<p>Punishable by a fine (up to S\$200,000) and/or imprisonment for up to 5 years, depending on the offence in question.</p>
--	---	---

<p>Offences without commercial element</p> <p>(e.g. distributing an infringing copy of a work for non-commercial purposes)</p>	<p style="text-align: center;"><u>Examples</u></p> <ul style="list-style-type: none"> • Offence of distribution of infringing copies of works • Offence of wilful and significant rights infringement • Offence of causing certain works or performances to be performed, seen, or heard in public for private profit • Offence of advertisement for supply of infringing copies of works 	<p>Punishable by a fine (up to S\$40,000) and/or imprisonment for up to 2 years, depending on the offence in question.</p>
---	---	--

Infringement relating to electronic rights management

In addition to liability for copyright infringement of the content itself, there may also be liability for failing to observe the technological means by the right owner uses to control the content and ensure it is properly used.

“**Electronic rights management**” refers to right owners’ use of these technological means in respect of digital content and includes the following:



Infringements relating to electronic rights management can give rise to civil liability.

- In respect of technological measures, rights owners may take action against persons who circumvent technological measures or deal in devices or services that enable such circumvention.
- In respect of rights management information, rights owners may take action against persons who remove, alter, or otherwise deal with rights management information in certain wrongful ways.²⁸

There may also be criminal liability if the infringement is wilful and done to obtain a commercial advantage or private financial gain.

Electronic rights management will be discussed in greater detail in a subsequent chapter of our Infopack.

1.9 What do the Copyright Tribunals do?²⁹

The Copyright Tribunals hear licensing disputes and review whether a CMO's tariff schemes are reasonable. It does not however, hear matters of infringement – such matters are heard by the courts, and only the courts can order remedies such as damages or an injunction. The Copyright Tribunals are intended to be a cost-effective and quick way of resolving licensing disputes within an informal setting where parties do not need to be represented by lawyers.

Illustration on when to refer a dispute to copyright tribunals.

Emma is a freelance creator who regularly uses third-party musical works when creating her content. She wishes to use a certain musical work that is managed by a CMO.

Dispute heard by the courts: Emma assesses that she does not need a licence from the CMO because her use is covered by an exception and hence would not infringe copyright. She proceeds to use the work without obtaining a licence. The CMO may refer the dispute to the court and sue Emma for copyright infringement. The court will determine whether Emma's use was infringing and, if so, what remedies to award the CMO.

Dispute heard by the Copyright Tribunal: Emma assesses that she needs a licence to use the work but she and the CMO cannot agree on the amount of fees to be paid. Emma or the CMO can refer that dispute to the copyright tribunals to determine a reasonable licence fee.

1.10 What are Moral Rights?³⁰

In addition to economic rights to commercially exploit content, creators also have certain personal rights. These personal rights are meant to protect a content creator's personality and reputation as

reflected in the content (as opposed to the content’s monetary value) and are known as “moral rights”.

In Singapore, two categories of creators have moral rights – authors of literary, dramatic, musical or artistic works, and performers. Only human beings (as opposed to corporate entities) are granted moral rights and these rights cannot be transferred. The moral rights regime comes with its own set of rights, exceptions and remedies. Moral rights expire at the same time as copyright.

The Act introduced a moral right for authors and performers to be identified when their work is used in public (e.g. publication of an authorial work). There are exceptions to this right, such as if an author consents to not being identified. Where the right is infringed, the court considers certain factors that are specific to moral rights when deciding on the appropriate remedy, such as the infringer’s awareness of the author’s moral rights.

Moral rights are separate from and in addition to copyright. This means that you must respect both copyright (e.g. getting a licence to make someone else’s content available to the public online) and moral rights (e.g. by correctly identifying the content creator when the same content is made available to the public).

Moral rights will be covered in more detail in a subsequent chapter of our Infopack.



IPOS is the national authority that registers and is responsible for the administration of IP rights in Singapore. IPOS helps businesses use intangible assets (IA) and IP to grow and is committed to building Singapore into an international IA/IP hub.

Find out more at ipos.gov.sg.

¹ Section 13 of the Act.

² Section 15 of the Act.

³ Section 20 of the Act.

⁴ Section 24 of the Act.

⁵ Section 21 of the Act.

⁶ Sections 27 and 28 of the Act.

⁷ Sections 34 and 35 of the Act.

⁸ Section 173 of the Act.

⁹ Sections 77, 78, 109-111, 117, 120, 123, 126, 130 of the Act.

¹⁰ Under the Immigration Act 1959.

¹¹ The following treaties are some examples: **(a)** the Berne Convention for the Protection of Literary and Artistic Works, administered by the World Intellectual Property Organization (WIPO). A list of countries party to it may be found at the WIPO website at <http://www.wipo.int>; and **(b)** the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement) (1994) of the World Trade Organization (WTO). A list of member countries may be found at the WTO website at <http://www.wto.org>.

¹² Sections 109, and 110-111 of the Act.

¹³ Sections 133-136 of the Act.

¹⁴ Where journalists create certain content to be published for their respective employers (e.g. in a newspaper or magazine), the employer owns the right in respect of such publication, and the right to make a copy for the purpose of such publication. Nevertheless, the journalist will retain ownership of any remaining rights in the collection of exclusive rights in the copyright of the content.

¹⁵ Sections 133-136 of the Act.

¹⁶ Sections 114-115, 119, 122, 125, 128-129, 132, and 174 of the Act.

¹⁷ See Sections 53-60 of the Act (on Publication) and Section 116 (for interpretation of "making available to public", as used in the copyright duration provisions).

¹⁸ Section 146 of the Act

¹⁹ Section 146 of the Act

²⁰ Sections 147-151 of the Act

²¹ Section 150 of the Act

²² Section 183 of the Act

²³ Sections 195-205, 211-214, 217-220, 221-236, and 243-244 of the Act

²⁴ Sections 190-194 of the Act

²⁵ Section 307 of the Act

²⁶ Section 308 of the Act

²⁷ Eg.. Section 154 of the Act

²⁸ Sections 411-413 of the Act

²⁹ Part 10 of the Act

³⁰ Part 7 of the Act