

## ASSIGNMENT OF REPRODUCTION RIGHTS

This Deed of Assignment made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN \_\_\_\_\_  
(Name as in I/C) (I/C No.)

of \_\_\_\_\_  
(Address)

(hereinafter referred to as “the Assignor”) AND **Composers and Authors Society of Singapore Limited** (hereinafter referred to as “the Society”) whose registered office is at

**37 Craig Road, Singapore 089675**

WITNESSES as follows:

1. In this Deed:

- (a) the expression “musical work” shall mean any musical work whether now existing or hereafter composed and any literary works (if any) as are associated with any musical work and shall include (without prejudice to the generality of the expression “musical work”) the vocal and instrumental music in any cinematograph films, the words and/or music of any monologue having a musical introduction and/or accompaniment, the musical accompaniment of any non-musical play, and any part of any such work, words, music or accompaniment as aforesaid;
- (b) the expression “reproduction rights” shall mean, in relation to a musical work:
  - (i) the right to make a record of the work, in the form of a disc, tape or any other form whatever, and to make copies of such records for retail sale (the “mechanical right”);
  - (ii) the right to record the work onto the sound track of a cinematograph film including films intended for exhibition in cinemas or the reproduction of work for communication, transmission by broadcasting or the inclusion of the work in a cable programme of other audio-visual productions and including a reproduction of the work converted into or from a digital or other electronic forms (the “synchronisation right”);
  - (iii) the right to record the work as a commercial jingle or an accompaniment to commercial advertising (the “advertising right”).
  - (iv) The right to record or reproduce the work in digital or other electronic formats and making it available on a network or otherwise or by wireless means or otherwise, and on any medium by electronic means or any other medium from which the work can be directly reproduced.
- (c) the expression “cinematograph film” shall have the meaning assigned by the Singapore Copyright Act 1987 and as amended from time to time.
- (d) the expression “communicate to the public” shall have the meaning assigned by the Singapore Copyright Act 1987 and as amended from time to time.

2. In consideration of the assumption by the Society of the obligations hereinafter contained, the Assignor hereby assigns to the Society the “reproduction rights” as defined in paragraph 1(b) above and including all other copyrights in the original work as they subsist in all countries of the world in the musical works which now belong to or shall hereafter be created by or acquired by or be or become vested in the Assignor during the continuance of the Assignor’s membership with the Society.

3. The Society hereby undertakes to employ and make available for the benefit of the Assignor in the administration of his reproduction rights all the special facilities which the Society has at its disposal for the administration of reproduction rights both in Singapore and also in other countries, including in particular those resources to which the Society has access by virtue of its affiliation to the international network of composers’ societies; and the Society shall use its best and utmost endeavours to collect all royalties accruing in respect of the exercise of the rights assigned.

4. The Society hereby covenants with the Assignor that the Society shall from time to time pay to the Assignor such sums of money out of the monies collected by the Society in respect of the exercise of the

rights assigned to the Society in the works of its members as the Assignor shall be entitled to receive in accordance with such schemes of distribution as the Council of the Society shall established from time to time pursuant to the Society's Articles of Association for the time being in force.

5. The Assignor hereby covenants with the Society that the Assignor has good right and full power to assign the rights assigned in manner aforesaid to the Society, and hereby warrants that the musical works in respect of which the rights assigned are hereby assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work and that the Assignor will at all times hereafter keep the Society harmless and indemnified against all loss, damage, costs, charges, and expenses which the Society may suffer or incur in respect of any claims which may be made upon or against the Society in respect of or as a result of any exercise by the Society of any rights which are hereby assigned or purported to be assigned, and that the Assignor shall and will so long as the Assignor shall continue to be a member of the Society do, execute, and make all such acts, deeds, powers of attorney, assignments to or vesting in the Society or enabling the Society to enforce the rights assigned or any part thereof as the Society may from time to time reasonably require.
6. Subject to the provisions hereof, and upon the termination of membership of the Assignor with the Society in accordance with the provisions of the Articles of Association of the Society for the time being in force, the rights so assigned hereunder will be reverted to the Assignor provided that nothing herein shall affect any rights accrued or obligation incurred or legal proceedings which have been instituted by the Society in respect of the Assignor's works.
7. The Assignor hereby undertakes to notify the Society immediately:
  - (a) of any musical works now belong to or shall hereafter be created by the Assignor;
  - (b) any additions to or deletions from its catalogues;
  - (c) all subsidiary publication agreements (assignments or acquisitions) and any relative changes thereto; and
  - (d) if the Assignor ceases to have any interest in any of the rights assigned, and the person or persons to whom those interests have been transferred.

SIGNED SEALED AND DELIVERED     )  
by the above-named                     )

\_\_\_\_\_  
(Signature of Member)

In the presence of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature, address and occupation of Witness)

THE COMMON SEAL OF  
Composers and Authors Society  
of Singapore Limited was  
hereunto affixed in the  
presence of

\_\_\_\_\_  
(Signature of Director, COMPASS)

\_\_\_\_\_  
(Signature of Director, COMPASS)

\_\_\_\_\_  
(Signature of CEO & Director, COMPASS)