

ASSIGNMENT OF PERFORMING 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”) pursuant to his/her membership of **Composers and Authors Society of Singapore Limited** (hereinafter referred to as “the Society”) and the SOCIETY whose registered office is at

60 Paya Lebar Road, #12-48 Paya Lebar Square, Singapore 409051

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 “dramatico-musical work” shall mean an opera, operetta, musical play, revue or pantomime, in so far as it consists of words and music written expressly therefor;
- c) the word “ballet” shall mean a choreographic work having a story, plot or abstract idea, devised or used for the purpose of interpretation by dancing and/or miming, but shall not include country or folk dancing, nor tap dancing, nor precision dancing sequences;
- d) the expression “cinematograph film” shall have the meaning assigned by the Singapore Copyright Act 1987 and as amended from time to time.
- e) The expression “communication to the public” shall have the meaning assigned by the Singapore Copyright Act and as amended from time to time.

2. The Assignor hereby assigns to the Society ALL the undermentioned rights in ALL musical works which now belong to or shall hereafter be acquired by or be or become vested in the Assignor during the continuance of the Assignor’s membership of the Society, and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any such rights as so belong to or shall so be acquired by or be or become vested in the Assignor (all which rights hereby assigned or expressed or intended to be assigned are hereinafter collectively referred to as “the rights assigned”), TO HOLD the same unto the Society for its exclusive benefit during such time as the rights assigned continue to subsist and (in accordance with the provisions of the Articles of Association of the Society for the time being in force) remain vested in or controlled by the Society.

The rights assigned to the Society by this Deed in relation to a musical work are the right to do, or to authorise other persons to do, any of the following acts:

- a) to perform the work in public; and
- b) to communicate to the public

in so far as such rights subsist under the law relating to copyright in Singapore, and includes such corresponding rights as subsist under the laws relating to copyright in all other countries in the world as in force from time to time; but unless the following or any of them are expressly authorised pursuant to the Society’s Articles of Association, shall not include the aforementioned rights in relation to any of the following classes of works unless such acts are done by means of a cinematograph film:

- a) dramatico-musical works in their entirety,
 - b) excerpts from such parts of any dramatico-musical work as consists of words and music written expressly therefor, if accompanied by dramatic action, dumb show, costume, scenic accessories or other visual representation of the same dramatico-musical work,
 - c) oratorios and large choral works, i.e., those of more than 20 minutes' duration, in their entirety.
 - d) the whole or any part of any music and of any words associated therewith or used for a ballet, if accompanied by a visual representation of such ballet or part thereof.
3. 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 establish from time to time pursuant to the Society's Articles of Association for the time being in force.
 4. 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 of the 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.
 5. The Assignor hereby agrees that in the event of any dispute arising between the Assignor and the Society or between the Assignor and any other member of the Society as to whether a particular arrangement or transcription is sufficiently original to entitle it to be a separate copyright work, or as to whether a work claimed by the Assignor to be an original work is in fact original, then the opinion of the Council of Directors, or such person as may be appointed by the Council (whether a member of the Society or not) for the purpose of determining the question, shall be final and conclusive for all purposes in relation to the allocation of moneys collected by the Society.

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)