

140 YEARS LATER, LOOKING AHEAD
WHOSE RIGHT IS COPYRIGHT?
OWNERSHIP AND TRANSFER OF COPYRIGHT AND RELATED RIGHTS
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SINGAPORE

INDIVIDUAL REPORT PREPARED BY GEORGE HWANG

I. INITIAL OWNERSHIP [SESSION 2]

Singapore's Copyright Act 2021 protects authorial works, non-authorial works and performance.

Authorial works have often been categorized as creative rights. They are literary, dramatic, musical and artistic works. Traditionally, these works are created by an author. Until recently, most of these works are created by humans. First ownership of these works vests in the author, unless created in the course of employment. In the latter case, it vests in the employer.

Non-authorial works have often been classified as entrepreneurial rights. They are sound recordings, films, broadcast and cable programme. First ownership of these works usually vests in their producers.

Rights to performances are granted to performers. In the Copyright Act 2021, these rights are often found in separate parts.

As Section A of this questionnaire concentrates on "Author", our response will relate to "authorial works", unless otherwise stated.

A. To whom does Singapore's law vest initial ownership?

First ownership of authorial works vests in the author unless created in the course of employment. They then vests in the employer.

Moral rights vests in the author. For performances, they vests in the performer.

1. The author (human creator) of the work

a. Singapore law does not explicitly define “author” but requires the creator to be a human contributing to the expressive elements of the work.

b. The Copyright Act 2021 does define a “work of joint authorship”. It arises when two or more authors collaborate to produce a work, and their contributions are inseparable.

Authorship and ownership are different concepts. Ownership tends to be governed by the common law of property. Co-authors may own a work jointly or as tenants-in-common.

The courts are inclined to decide that authors hold the work as tenants-in-common.

Unless otherwise agreed, the law would presume equal shares in ownership amongst the authors. Co-authors can use a work of joint authorship for themselves. However, if they are to license it to third parties, mutual consent is necessary.

2. Employers

Employers are the first owner of copyright if the work is created by an employee in the course of employment. Exceptions include the “journalist exception,” limiting employer rights to the scope of employment.

Under the Employment Act 1968, there are no formalities to be met for an employment agreement to be valid. Such an agreement is termed a “contract of service”. It can be “written or oral, express or implied”. It includes an apprenticeship contract.

3. Commissioning parties

For commissioned works, the author retains first ownership unless an assignment is executed. Assignment of future copyright is possible. This means that the copyright will vests in the assignee once the work comes into existence.

4. Initiators of certain works’ creation

For non-authorial works (published editions, sound recordings, films, broadcasts and cable programme., first ownership generally vests in the producers (publisher, maker, broadcaster and cable programme service provider). The scope of ownership is all rights

which the work has. The publisher, maker, broadcasters can either be a human being or a corporate entity.

“Collective works” may be protected as a compilation. Ownership will vest in the person who compiled the work.

5. Other instances

As the categories of works are closed, there are no other instances of ownership.

6. AI-generated works

For authorial works, Singapore does not recognize copyright in AI-generated works lacking human authorship. Proposals for a new regime (e.g., vesting rights in the AI producer) are not reflected in the Copyright Act 2021.

B. Private international law consequences

The Copyright Act 2021 declared that copyright may be transferred as a personal or moveable property. As such, it will be treated as a moveable property in private international law. In any event, a right to sue which is a chose in action falls within the same category in Singapore’s private international law.

For moveable property, Singapore courts will apply the law of the country which the initial copyright owner is domiciled. Typically, this will be the country which the author, publisher, maker, broadcaster or cable programme service providers was a citizen or residing at the time the work was created.

II. TRANSFERS OF OWNERSHIP [SESSION 3]

A. Inalienability

1. Moral rights

a. Moral rights are personal and non-assignable. It cannot be transferred to anyone be it the grantee of economic rights or collective management societies.

b. Waiver is permitted. However, it has to be in writing and signed by the author.

2. Economic rights

a. Economic rights are freely assignable. However, it has to be in writing and signed by the assignor. Contractual waivers are permitted.

b. There are no statutory limits on transfers for new forms of exploitation. It is common to find an assignment to include rights for “formats now known or to be created”.

B. Transfers by operation of law

1. Presumptions of transfer

There are no presumptions of transfer.

2. Other transfers by operation of law

This would be through the law of inheritance.

C. Transfers by contractual agreement

1. Prerequisites

Transfers by contractual agreement are usually licences. Except for exclusive licences, there are no formalities. Normal principles of contract applies.

The document for transfers of ownership is often a deed of assignment, though there is no legal requirement for it to be in such a form. The only formality required by the Copyright Act 2021 is that it be in writing and signed by the assignor.

For exclusive licences, formalities similar to that of assignment applies. This means that it has to be in writing and signed by the owner of the copyright.

2. Specification of rights

No, the Copyright Act 2021 does not require specific rights to be expressed in an assignment. However, this is often done as partial assignment is possible and for clarity. Further, in many situations, the author is a member of a CMO which he has already assigned certain rights to his works. Therefore, he cannot assign these rights again.

3. General assignment

Yes, the transfer of ownership of all economic rights by means of a general clause in a written contract is permitted as long as the contract is signed by the owner/assignor of the copyright.

4. **Future works**

Yes, assignment of all rights in future works is permitted.

D. Private international law

For copyright, which is a moveable property, the applicable law for transfer of ownership is generally either the chosen law, if it is expressed in the assignment, or law of the country with the closest connection to the work and/or author, if the parties' intention on applicable law is unclear.

However, the court will apply Singapore law regardless of this principle if there is an overriding policy reason to do so. Inalienability of moral rights should be an issue where there is an overriding reason from the policy perspective to apply Singapore law.

Economic rights are not inalienable.

III. CORRECTIVE MEASURES FOR AUTHORS/PERFORMERS [SESSION 4]

1. Remuneration guarantees

No, it does not.

However, for some permitted uses, the users have to pay equitable remuneration to the copyright owners. The Copyright Act does not provide any guidance on the amount. It has to be negotiated between the parties. Should there be a stalemate, they may refer the matter to the Copyright Tribunal.

2. Obligation to exploit

a. There is no statutory obligation for grantees to exploit works.

b. The remedies depend on the terms of contract.

3. Transparency obligations

a. Except for collective management organisations ("CMO"), there are no statutory transparency and accountability requirements for grantees in our Copyright Act 2021. Therefore, the types of reports and a right to audit clause is very important..

The transparency requirements our Companies Act and Societies Act 1966 may not be adequate. Certain private companies limited by shares do not need to publish the financial statements which they need to furnish to shareholders. Also, the financial statements reflect the entity overall business or operation.

b. The remedies a grantor against a grantee lies mainly in contract and tort unless it is a CMO. For CMO, the grantee may rely on the terms and conditions for membership, CMO's policies which is regulated, and by complaining to the regulatory body, Intellectual Property Office of Singapore.

4. Unilateral termination rights

There are no statutory rights for authors or performers to unilaterally terminate their grants.

IV. STREAMING AND MANAGEMENT OF LARGE CATALOGUES [SESSION 5]

1. Applicable statutory right

a. For streaming of "works", the two rights are communication to the public and mechanical right.

The wordings of the right for streaming reflect Article 8, WIPO Copyright Treaty - "communication to the public". "Making available to the public" in Article 10, WIPO Performances Phonograms Treaty are not found in the Copyright Act 2021.

Similarly, for performances, it is the communication of the performance to the public.

As the works need to be uploaded onto the servers of the Digital Service Providers (DSPs), a mechanical right licence is necessary for this action. Mechanical right is a right to copy or reproduction in material form in the Copyright Act 2021.

b. For authors of musical works are granted the rights mentioned in the preceding sub-paragraph.

For audio-visual works or films, the first owner is the maker of the film. The definition in Copyright Act 2021 indicates that this person is the producer.

For performers, their rights to their performances are mainly confined to "live" performances. They do not cover recordings made in studios or without an audience. .

2. Transfer of rights

a. There are no statutory limits on scope of assignment or licence to existing technology.

b. N.A.

c. No, there are no cases with such presumptions.

3. Remuneration

a. No separate regime on remuneration for streaming exists for authors and performers. Any claims on remuneration rests mainly on copyright law, contract law, a web of assignments and licences amongst entities and institutions in the copyright ecosystem.

In Singapore, copyright holders either license their rights directly to Digital Service Providers (DSPs), through CMOs or Merlins. For right to communicate to the public, it will be through the performing rights CMO. There is no CMO for mechanical rights for musical works. Major music publishers usually license their mechanical rights directly to the DSPs.

b. There is no statutory residual rights nor is there an industry or collective agreement dealing with residual rights. An outright purchase i.e. a lump sum payment for an assignment of all the rights in a work is possible.

4. Collective management

a. No, collective management of copyright is not mandatory. The policy is that it is a private right.

b. N.A.

5. Transparency and large catalogues

a. In the absence of statutory regulations and industry wide collective agreements, apart from contractual terms, there are no guarantee on transparency, management and accounting reports from licensees or assignees of copyrighted works.

b. No, we are not aware of any reported cases comparable to *Eight Mile Style v Spotify* in Singapore.

Singapore, 2 September 2025