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Kommentar: The general approach of the Singapore team is to keep changes to the minimum to maintain as much consistency between country-specific and generic licenses as possible.

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1. Definitions

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Kommentar: This is one example where the Singapore team has decided to retain the language and tenor of the definitions used in the unported license so as to ensure consistency between the generic license and the Singapore-specific license. This approach has also been taken as, depending on the work involved, the term "adaptation" has a very specific meaning in the Singapore Copyright Act. Incorporating the actual wording of the term as used in the Singapore Copyright Act would make this description of "adaptation" in the licence a little unwieldy. (see definition of "adaptation" in the Singapore Copyright Act:
"adaptation" —
(a) in relation to a literary work in a non-dramatic form, means a version of the work (whether in its original language or in a different language) in a dramatic form;
(b) in relation to a literary work in a dramatic form, means a version of the work (whether in its original language or in a different language) in a non-dramatic form;
(c) in relation to a literary work being a computer program, means a version of the work (whether or not in the language, code or notation in which the work was originally expressed) not being a reproduction of the work;
(d) in relation to a literary work (whether in a non-dramatic form or dramatic form), means —
(i) a translation of the work; or
(ii) a version of the work in which a story or action is conveyed solely or principally by means of pictures; and
(e) in relation to a musical work, means an arrangement or transcription of the work;

a) **"Adaptation"** means a work based upon the Work, or upon the Work and other pre-existing works, such as a translation, adaptation, derivative work, arrangement of music or other alterations of a literary or artistic work, or phonogram or performance and includes cinematographic adaptations or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered an Adaptation for the purpose of this License. For the avoidance of doubt, where the Work is a musical work, performance or phonogram, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Adaptation for the purpose of this License.

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Kommentar: The right of performance in public is given to the copyright owner of a literary, dramatic or musical work via section 26(1)(a)(iii) of the Singapore Copyright Act whilst the right of communication to the public is given to the copyright owner of literary, dramatic, musical or artistic works, cinematographic films, broadcasts and cable programmes (the legislation implementing the right of communication to the public is the Copyright (Amendment Act) 2004 and this was done to implement an obligation owned by Singapore under the US-Singapore Free Trade Agreement and under Article 8 of the WIPO Copyright Treaty 1996 – Singapore became a party to this Treaty on 17 April 2005). The references here both to "perform" and "communicate" means that "publicly perform" encompasses both.

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Kommentar: The right of performance in public is given to the copyright owner of a literary, dramatic or musical work via section 26(1)(a)(iii) of the Singapore Copyright Act whilst the right of communication to the public is given to the copyright owner of literary, dramatic, musical or artistic works, cinematographic films, broadcasts and cable programmes. The legislation implementing the right of communication to the public is the Copyright (Amendment Act) 2004 and this was done to implement an obligation owned by Singapore under the US-Singapore Free Trade Agreement and under Article 8 of the WIPO Copyright Treaty 1996 – (Singapore became a party to this Treaty on 17 April 2005). Additionally, section 22(2) of the Singapore Copyright Act also clarifies that a communication to the public of the literary/dramatic/musical work is not a performance of the work.

The Singapore team had explored the desirability of perhaps introducing a separate definition of "communication to the public" but decided against this so as to maintain consistency between country-specific and generic licenses and to ensure that the Singapore-specific license does not become too unwieldy and confusing to users.

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Kommentar: The current version of the fair dealing defences in the Copyright Act has been described as an indigenous species. This is because it incorporates influences from the English and Australian concept of fair dealing and the American concept of "fair use". To understand the ambit of the Singapore fair dealing defences, it may be worthwhile to look at the stages of their evolution.

When the Copyright Act was passed in 1987, the concept of fair dealing followed the classic British model that first appeared in the Imperial Copyright Act 1911, in which the availability of the fair dealing defences were limited to specific purposes. The specific purposes were as follows:

(a) s 35: fair dealing for the purpose of research or private study;
(b) s 36: fair dealing for the purpose of criticism or review; and
(c) s 37: fair dealing for the purpose of reporting current events.

As of 1 January 2005, however, the fair dealing defences in the Copyright Act are no longer limited to the specific purposes of research, private study, criticism, review and reporting of current events. By de-linking the fair dealing defences from these permitted purposes, Singapore shifted away from the British model of fair dealing and moved closer towards the American "fair use" model.

The first thing to note is that no change has been made to sections 36 and 37; they are left intact. The "opening up" of the fair dealing defence was made in section 35 and this was done in two ways. First, the specific purpose referred to in section 35 is now that of "research or study" as opposed to the earlier permitted purpose of "research or *private* stu... [1]

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Gelöscht: :

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Kommentar: Singapore does not have any compulsory licensing schemes, but there are voluntary licensing schemes operated by collecting societies such as COMPASS (public performance rights for musical works), RIPS (public performance rights for music videos and reproduction rights for sound recordings in various formats), MPS (other rights for musical works) and CLASS (reproduction rights for literary works).

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Warren 5/27/08 2:52 PM
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