



**APPLICATION FOR SYNCHRONIZATION RIGHTS LICENCE**

Licence No.	
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Please complete all sections, sign and forward to: -

**Licensing Department, COMPOSERS AND AUTHORS SOCIETY OF SINGAPORE LTD (COMPASS)  
60 Paya Lebar Road #12-48 Singapore 409051.**

I/We hereby apply to COMPASS for a copyright licence to authorise the Reproduction of the following works to be used in the circumstances and by the methods hereinafter described. I/We have read and understood the terms and conditions set out in this application. I/We hereby agree that by your acceptance of my/our application, I/we am/are bound by the terms and conditions mentioned herein.

**1. Particulars of Applicant**

Name of Company			
Address			
Telephone Number		Fax Number/Email	

**2. Particulars of Musical Works Applied For**

(I)	Song Title(s)	(a)	
		(b)	
(II)	Types of Song (Popular, Jingle, Classical etc.)	(a)	
		(b)	
(III)	Name of Composer(s)	(a)	
		(b)	
(IV)	Name of Author (s)	(a)	
		(b)	
(V)	Name of Publisher(s)	(a)	
		(b)	

**3. Description of Licence**

(I) Types of Right <i>(Please Tick Where Appropriate)</i>			
Synchronisation Right		Advertising Right	

(II)	Duration of Licence	
(III)	Commencement Date of Licence	
(IV)	Expiry Date of Licence	

**4. Description And Methods of Usage**

(I)	Title of Production (Cinematograph Films including TV Dramas / Commercial Jingles / Audio-visual Productions)	
(II)	Estimated Duration of Production (e.g., episodes / run time)	
(III)	Length of Usage of Musical Work in Production (please specify use as Main Theme, Secondary Theme or throughout production etc)	
(IV)	Medium of Communication (e.g., TV/ Radio / Cinema / Cable / Satellite)	a)
		b)
		c)
(V)	Beginning and End Date of Broadcast / Transmission	
(VI)	Territory of Broadcasting / Transmission (please specify State, Country)	a)
		b)
		c)
(VII)	Estimated Frequency of Broadcasting / Transmission (No. of times per day or week)	

Signed by / on behalf of the Applicant
Dated:

**ACCEPTANCE**

COMPASS hereby accepts the Application and grants a Licence for the consideration and on the terms and conditions set out herein.

**Grant of licence is subject to the final approval of the original and or sub-publishers of the musical work(s).**

Authorised Signatory for and on behalf of COMPASS
Dated:

# Terms and Conditions

## 1. FORMATION OF THE LICENCE AGREEMENT

The Licence as applied for shall be granted and a Licence Agreement shall be made only upon the acceptance and execution of this Application by COMPASS. The submission of this Application by the Applicant alone does not constitute the grant of a Licence.

## 2. SCOPE OF THE LICENCE

- (a) Subject to the Applicant complying with the terms and conditions herein, the Licence permits and authorises the Applicant to use the musical works in the manner as specified.
- (b) The Licence shall not extend to nor shall it authorise any act not expressly authorised by COMPASS.
- (c) The Licence granted by COMPASS to the Applicant shall not be transferable.

## 3. DURATION OF THE LICENCE

- (a) Subject to the terms and conditions herein, the Licence shall be valid for the Licence period.
- (b) The first Licence Period shall commence on the Commencement Date as specified herein.

## 4. COMPUTATION OF LICENCE FEES

- (a) The Licence Fee shall be calculated based on the Applicable Rate of the Licence.
- (b) Without prejudice to the generality of the terms and conditions herein, the Licence Fee may be revised on the following events: -
  - (i) with any change in the Application Details; and/or
  - (ii) with any change in the Applicable Rate of the Licence.

## 5. PAYMENT OF LICENCE FEES

In consideration of the grant of the Licence, the Applicant undertakes as follows: -

- (a) The Applicant shall pay the Licence Fee computed by COMPASS including the compulsory Goods & Services Tax (8%) and Stamp Duty (if any).
- (b) In the event that the licence granted herein is cancelled at the request of the Applicant, the Applicant shall pay half of the computed licence fee including GST. For the avoidance of doubt, it is hereby declared that there is no pro-rated refund of Licence Fee in the event the Licence is terminated for any reason whatsoever before expiration of the Licence Period in question.
- (e) All outstanding Licence Fee and Stamp duty shall be recoverable as a simple debt and shall carry an interest of 10% per annum daily from due date to date of final payment notwithstanding judgement having been entered on the debt.

## 6. SUPPLY OF INFORMATION AND NOTIFICATION

The Applicant undertakes to furnish such further particulars from time to time as are required by COMPASS in relation to the licence granted herein.

## 7. BREACH OF LICENCE

- (a) If the Applicant breaches any provision of this Licence Agreement, then COMPASS shall, without prejudice to the terms and conditions herein, have the option to determine the licence forthwith by written notice sent to the applicant at the address shown in the particulars of the Applicant and thereupon the Licence shall determine immediately, save as to COMPASS's rights, to recover all monies due hereunder and infringement proceedings.
- (b) All sums payable under this Licence Agreement shall be recoverable by COMPASS in any court of competent jurisdiction. In any such proceedings proof that a notice of any outstanding Licence Fee and/or Stamp duty calculated in accordance with the terms of this Licence Agreement sent to the Applicant shall be prima facie evidence that the sum therein mentioned is the sum payable by the Applicant to COMPASS.

## 8. JURISDICTION

This Licence-Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties hereto agree to submit irrevocably to the jurisdiction of the Courts in Singapore.

## 9. DEFINITIONS

In this Licence Agreement: -

- (a) "Synchronisation Right" shall mean the right to record the work onto the sound track of a cinematograph film including films intended for exhibition in cinemas or for transmission by broadcasting or diffusion services, or of other audio-visual productions.
- (b) "Advertising Right" shall mean the right to record the work as a commercial jingle or an accompaniment to commercial advertising.
- (c) "Cinematograph Film" shall have the meaning assigned by the Singapore Copyright Act 2021 and as amended from time to time.
- (d) "Applicable Rate" shall mean the licence rate applicable to the Applicant and currently in force.
- (e) "Application Details" shall mean the particulars as specified in this Application.