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ACTS SUPPLEMENT

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The following Act was passed by Parliament on 5 August 2019 and assented to by the President on 29 August 2019:—

REPUBLIC OF SINGAPORE

No. 23 of 2019.

I assent.

HALIMAH YACOB,
President.
29 August 2019.



An Act to amend the Arbitration Act (Chapter 10 of the 2002 Revised Edition) and the International Arbitration Act (Chapter 143A of the 2002 Revised Edition) to clarify that intellectual property disputes may be arbitrated, and to make amendments to the Copyright Act (Chapter 63 of the 2006 Revised Edition), the Geographical Indications Act 2014 (Act 19 of 2014), the Patents Act (Chapter 221 of the 2005 Revised Edition), the Plant Varieties Protection Act (Chapter 232A of the 2006 Revised Edition), the

Registered Designs Act (Chapter 266 of the 2005 Revised Edition), the State Courts Act (Chapter 321 of the 2007 Revised Edition) and the Trade Marks Act (Chapter 332 of the 2005 Revised Edition), relating to intellectual property dispute resolution and certain other related matters and the composition of offences.

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

Short title and commencement

1. This Act is the Intellectual Property (Dispute Resolution) Act 2019 and comes into operation on a date that the Minister appoints by notification in the *Gazette*.

PART 1

AMENDMENTS TO ARBITRATION ACT

New Part IXA

2. The Arbitration Act (Cap. 10) is amended by inserting, immediately after section 52, the following Part:

“PART IXA

ARBITRATIONS RELATING TO
INTELLECTUAL PROPERTY RIGHTS**Interpretation of this Part**

52A.—(1) In this Part, unless the context otherwise requires, “intellectual property right” or “IPR” means —

- (a) a patent;
- (b) a trade mark;
- (c) a geographical indication;
- (d) a registered design;
- (e) a copyright;
- (f) a right in a protected layout-design of an integrated circuit;
- (g) a grant of protection in respect of a plant variety;
- (h) a right in confidential information, trade secret or know-how;
- (i) a right to protect goodwill by way of passing off or similar action against unfair competition; or
- (j) any other intellectual property right of whatever nature.

(2) In this Part, a reference to an IPR includes an application for the registration of an IPR if the IPR is protectable by registration.

(3) In this Part, “IPR dispute” includes —

(a) a dispute over the enforceability, infringement, subsistence, validity, ownership, scope, duration or any other aspect of an IPR;

(b) a dispute over a transaction in respect of an IPR; and

(c) a dispute over any compensation payable for an IPR.

(4) In this section, “registration”, in relation to an IPR, includes the grant of the IPR.

IPR disputes may be arbitrated

52B.—(1) The subject-matter of an IPR dispute is capable of settlement by arbitration as between the parties to the IPR dispute.

(2) Subsection (1) applies whether the IPR dispute is the main issue or an incidental issue in the arbitration.

(3) An IPR dispute is not incapable of settlement by arbitration only because a law of Singapore or elsewhere —

(a) gives jurisdiction to decide the IPR dispute to a specified entity; and

(b) does not mention possible settlement of the IPR dispute by arbitration.

(4) In subsection (3), “specified entity” means any of the following entities under the law of Singapore or elsewhere:

(a) a court;

(b) a tribunal;

(c) a person holding an administrative or executive office;

(d) any other entity.

Effect of award involving IPR

52C.—(1) This section applies if an award deciding an IPR dispute is made in arbitral proceedings.

(2) The fact that a person is a third-party licensee or third-party holder of a security interest in respect of the IPR does not of itself make the person a person claiming through or under a party to the arbitral proceedings for the purposes of section 44(1).

(3) However, subsection (2) does not affect any right or liability between a third-party licensee or third-party holder of a security interest and a party to the arbitral proceedings whether —

- (a) arising in contract; or
- (b) arising by operation of law.

(4) In this section —

“third-party holder of a security interest”, in relation to an IPR in dispute in arbitral proceedings, means a person who —

- (a) is a holder of a security interest in respect of the IPR granted by a party to the arbitral proceedings; but
- (b) is not a party to the arbitral proceedings;

“third-party licensee”, in relation to an IPR in dispute in arbitral proceedings, means a person who —

- (a) is a licensee (whether or not an exclusive licensee) of the IPR under a licence granted by a party to the arbitral proceedings; but
- (b) is not a party to the arbitral proceedings.

Setting aside award involving IPR

52D.—(1) For the purposes of section 48(1)(b)(i), the subject-matter of a dispute is not incapable of settlement by arbitration under this Act only because the subject-matter relates to an IPR dispute.