

APPLICATION FOR LICENCE FOR PROVISION OF NEWS MONITORING SERVICES¹

Licensee Details - To be completed by Licensee

Name of Licensee: _____
(Copy of Business Registration and/or Certificate of Incorporation is attached for verification purpose)

Address: _____

Contact Person: _____ Telephone: _____

Fax: _____ Email: _____

Please fill in the required information.

Any capitalized term not herein defined, shall have the meaning given to that term in the Terms and Conditions attached hereto.

I/We wish to apply for a licence from The Hong Kong Copyright Licensing Association Limited (“HKCLA”) to allow me/us to Photocopy from the Current Issues² of publications that I/we have selected in the list below (“**Selected Publications**”) and Distribute to such number of *Very Low-usage Clients**, *Low-usage Clients**, *Medium-usage Clients** and/or *High-usage Clients** in respect of the individual Selected Publications as indicated below in accordance with the attached Terms and Conditions of this Licence. I/We have read through and accepted all the attached Terms and Conditions.

Publications	Monthly Fee	No. of	Monthly Fee	No. of	Monthly Fee	No. of	Monthly Fee	No. of
	per Very Low Usage Client* (HK\$)	Very Low Usage Client	per Low Usage Client* (HK\$)	Low Usage Client	per Medium Usage Client* (HK\$)	Medium Usage Client	per High Usage Client* (HK\$)	High Usage Client
香港 01	\$52.5	_____	\$105	_____	\$210	_____	\$350	_____
am730	\$53.8	_____	\$107.5	_____	\$215	_____	\$358	_____
China Daily Hong Kong Edition 中國日報香港版	\$45	_____	\$90	_____	\$180	_____	\$300	_____
Headline Daily 頭條日報	\$56.3	_____	\$112.5	_____	\$225	_____	\$375	_____
Hong Kong Commercial Daily 香港商報	\$55	_____	\$110	_____	\$220	_____	\$366.7	_____
Hong Kong Economic Journal 信報	\$55	_____	\$110	_____	\$220	_____	\$366.7	_____

¹ Only applicable to entities for providing news monitoring services to others (whether or not service fees are charged) and such services are NOT their core businesses.

² “Current Issues” mean those issues which are published during the Term.

Hong Kong Economic Times 香港經濟日報	\$66.3		\$132.5		\$265		\$441.7
Lion Rock Daily 香港仔	\$53.8		\$107.5		\$215		\$358
Ming Pao Daily News 明報	\$61		\$122		\$244		\$406.7
Sing Pao 成報	\$38.8		\$77.5		\$155		\$258
Sing Tao Daily 星島日報	\$56.3		\$112.5		\$225		\$375
Sky Post 晴報	\$63.8		\$127.5		\$255		\$425
South China Morning Post 南華早報 & Sunday Morning Post	N/A	N/A	\$182.5		\$365		\$608
The Standard 英文虎報	\$56.3		\$112.5		\$225		\$375
Ta Kung Pao 大公報	\$53.8		\$107.5		\$215		\$358
Wen Wei Po 文匯報	\$53.8		\$107.5		\$215		\$358

Except Hong Kong Economic Journal, the above publications also cover all complimentary magazines and periodicals and other publication distributed together with the respective publications but exclude the Excluded Works referred to in the Terms and Conditions.

The license fee payable for this Application shall be HK\$_____ per month. I/We agree to make a prepayment of two months' licence fees at the beginning of each term (which will be applied by HKCLA or its agent to set off against the licence fees for the last two months of the then current term) and pay the licence fees on a monthly basis in advance, upon receipt of HKCLA's invoices.

Signed by or on behalf of the Licensee: _____ Date: _____

Name of Signatory: _____ Position: _____

(Please apply the Company Chop, if applicable)

- * A "**High-usage Client**" in respect of any Selected Publication means a client of the Licensee to whom the Licensee may Distribute photocopies of unlimited number of Articles extracted from such Selected Publication, on and subject to the terms and conditions of this Licence.
- * A "**Medium-usage Client**" in respect of any Selected Publication means a client of the Licensee to whom the Licensee may each month Distribute photocopies of not more than **60** Articles extracted from such Selected Publication, on and subject to the terms and conditions of this Licence.
- * A "**Low-usage Client**" in respect of any Selected Publication means a client of the Licensee to whom the Licensee may each month Distribute photocopies of not more than **30** Articles extracted from such Selected Publication, on and subject to the terms and conditions of this Licence.
- * A "**Very Low-usage Client**" in respect of any Selected Publication means a client of the Licensee to whom the Licensee may each month Distribute photocopies of not more than **10** Articles extracted from such Selected Publication, on and subject to the terms and conditions of this Licence.

Note: Licence fee will not be adjusted for any partial month.

CONFIRMATION OF GRANT - TO BE COMPLETED BY HKCLA

On the Terms and Conditions set out in and attached to the “Application for Licence for Provision of News Monitoring Services” dated _____ made by _____ as Licensee, HKCLA hereby confirms its grant to the Licensee this Licence to make and Distribute Photocopies to the following number of Very Low-usage Clients, Low-usage Clients, Medium-usage Clients and High-usage Clients:

Publications	No. of Very Low Usage Client	No. of Low Usage Client	No. of Medium Usage Client	No. of High Usage Client
香港 01	_____	_____	_____	_____
am730	_____	_____	_____	_____
China Daily Hong Kong Edition 中國日報香港版	_____	_____	_____	_____
Headline Daily 頭條日報	_____	_____	_____	_____
Hong Kong Commercial Daily 香港商報	_____	_____	_____	_____
Hong Kong Economic Journal 信報	_____	_____	_____	_____
Hong Kong Economic Times 香港經濟日報	_____	_____	_____	_____
Lion Rock Daily 香港仔	_____	_____	_____	_____
Ming Pao Daily News 明報	_____	_____	_____	_____
Sing Pao 成報	_____	_____	_____	_____
Sing Tao Daily 星島日報	_____	_____	_____	_____
Sky Post 晴報	_____	_____	_____	_____
South China Morning Post 南華早報 & Sunday Morning Post	_____	_____	_____	_____
The Standard 英文虎報	_____	_____	_____	_____
Ta Kung Pao 大公報	_____	_____	_____	_____
Wen Wei Po 文匯報	_____	_____	_____	_____

The Commencement Date is 15 November 2021.

Any capitalized term not herein defined, shall have the meaning given to that term in the Terms and Conditions attached hereto.

Our reference number for this Licence is _____. Please quote this reference number in any correspondence to us.

The Hong Kong Copyright Licensing Association Limited
Date:

Terms and Conditions of this Licence

Definitions:

- “Article”** means a piece of written work which contains a heading and a body in one or more than one passage, with or without sub-headings, figures, tables, photographs, pictures, drawings, illustrations or other materials forming part thereof, all concerning a theme described by the heading. The whole or any part(s) of an Article from any one of the Selected Publications shall be counted as an Article. **“Articles”** is the plural form of an **“Article”** and shall be construed accordingly.
- “Current Issues”** mean those issues which are published during the Term of this Licence.
- “Distribute”** for the purpose of this Licence means “(i) conventionally transmit images of Articles from the Newspapers telephonically in facsimile form, and/or (ii) deliver photocopies by hand, post, courier or other similar delivery methods, and/or (iii) save and except for South China Morning Post & Sunday Morning Post and Hong Kong Economic Journal, deliver the electronic files of the Articles to the Clients via email”. Any reference to **“Distribution”** as a noun shall be construed accordingly.
- “Excluded Works”** means works, syndicated comics, columns, wire news stories, photographs, and graphics originated or reproduced from works of other publishers or news agencies, or works created, written or produced by non-employee contributors, writers, or photographers who hold the copyright for the works, including but not limited to any specific exclusions that HKCLA may inform the Licensee from time to time. For Hong Kong Economic Journal, translated works, all supplements and publications like Lifestyle Journal that are distributed as a part of such Publication will also be excluded.
- “Photocopy”** means “make photocopies of Articles from the Selected Publications on to paper”. Any reference to **“Photocopy”** as a noun or to **“Photocopies”** as a plural form of **“Photocopy”** shall be construed accordingly.
- “Terms and Conditions”** means these terms and conditions.
- “Territory”** means Hong Kong Special Administrative Region of the People’s Republic of China.
- “this Licence”** means this Licence of Provision of News Monitoring Services.

1. On and subject to the Terms and Conditions of this Licence, HKCLA permits the Licensee

to Photocopy and Distribute the said Photocopies to such number of Very Low-usage Clients, Low-usage Clients, Medium-usage Clients and/or High-usage Clients in respect of the individual Selected Publications (collectively, referred to as “**Clients**”) as set out in this Licence within the Territory only, save and except for the Excluded Works.

2. The Licensee shall Photocopy **solely for Distribution** to its Clients subject to the provisions of this Licence and subject to any reasonable restriction that HKCLA may see fit to impose. Subject to Clause 9(c), the Photocopies Distributed to each Client shall be for perusal and study by one single person within such Client, provided that each Client may apply separately to HKCLA for appropriate licences to further circulate or copy the Photocopies Distributed to it. The Photocopies shall only be made and Distributed by the Licensee for providing media monitoring services to the Clients or otherwise for the Clients’ current awareness, and in particular shall not be used for marketing or promotional purposes.
3. This Licence is **non-exclusive, non-transferable, and non-sublicensable**.
4. Subject to the prior written approval of HKCLA, the Licensee may Distribute Photocopies to its Clients under a different brand name, trade name or business name provided that (a) the Licensee is the proprietor of such brand name, trade name or business name; and (b) the licence fees payable under this Licence do adequately cover all Distribution made under such brand name or trade name. For obtaining approval from HKCLA, the Licensee shall submit to HKCLA the duly completed and signed Supplemental Declaration of License Agreement as set out in Schedule 2 hereto.
5. Without prejudice to Clause 21 but subject to any right that the Licensee may have under any other appropriate licences, the Licensee undertakes with HKCLA under any circumstances not to keep in the possession, power, custody or control of the Licensee and shall ensure any employee, director and/or partner of the Licensee (each one of such individual natural person is referred to as an “**Officer**” herein and “**Officers**” shall construed accordingly) not to keep in possession any Photocopy for whatever purposes for more than six (6) months after the date when such Photocopy is made and shall thereafter either shred, deface or destroy all such Photocopies so as to render their contents illegible or unusable by any party.
6. Without prejudice to Clause 21, the Licensee and its Clients (including their Officers) shall forthwith delete or destroy the electronic files of the Articles immediately after the transmission or receipt of the said electronic files and in the event of the Licensee

becoming aware of non-compliance by a Client, the Licensee shall cease providing copies for such Client.

7. HKCLA grants no rights to the Licensee other than the rights expressly granted by this Licence and the Licensee undertakes with HKCLA that it will not make any photocopy from the Selected Publications other than as is permitted by this Licence. The Licensee has no right to permit or authorize any person, including any Clients, to further reproduce or copy any the whole or part of any of the Photocopies. The Licensee undertakes to fully inform its Clients that they can only further reproduce or distribute any Photocopies by ways of making application to the Hong Kong Copyright Licensing Association Limited.
8. The Licensee undertakes not to edit, alter or modify any Photocopy other than to make alterations to size as reasonably necessary, nor reproduce the whole or part of any of the Selected Publications nor shall it authorize any Officers to do the same. The Licensee further undertakes not to display any name, brand, logo, trademark or other mark which identifies any third party on the same section, page or document on which any Photocopies is made, in such a manner that may give an impression that such other party is, or is associated or connected with, the publisher of the relevant Articles or photocopies, or that such other party distributes the Photocopies or provides the relevant services to the Clients, whether by such other party alone or jointly with the Licensee or any other persons (unless such other party has itself obtained an appropriate licence). Licensee shall ensure that the full text of Copyright Notices set out in Schedule 1 appears on each photocopy or collation of photocopies.
9. The Licensee warrants that:
 - (a) the provision of news monitoring or alike services pursuant to this Licence is not its core business and only forms part of its other services to its Clients; and
 - (b) it will only Distribute the Photocopies to such number of Very Low-usage Clients, Low-usage Clients, Medium-usage Clients and/or High-usage Clients as specified in this Licence, and in respect of each Selected Publication it will not in any month:
 - Distribute Photocopies of more than 10 Articles from such Selected Publication to any Very Low-usage Clients in respect of such Selected Publication;
 - Distribute Photocopies of more than 30 Articles from such Selected Publication to any Low-usage Clients in respect of such Selected Publication; or
 - Distribute Photocopies of more than 60 Articles from such Selected Publication

to any Medium-usage Clients in respect of such Selected Publication

- (c) Save and except for South China Morning Post & Sunday Morning Post, the Licensee will not Distribute more than one Photocopy of the same Article to any Client unless the Client operates more than one physical office and the Licensee is only allowed to Distribute not more than three Photocopies of the same Article to not more than three designated officers of such Client and the office addresses of those designated officers must be totally different in both physical locations and buildings. Both parties agree that each and every photocopy made under this sub-clause shall be counted as one individual Article for the purpose of determining the number of usage of each Client under this Licence.
10. The Licensee further undertakes not to supply Photocopies to any Officer of the Licensee or allow any Officer of the Licensee to Photocopy unless on terms that the photocopies so supplied or photocopied are to be used for the sole purpose of Distribution to the relevant Clients as part of the Licensee's news monitoring or alike services and shall not be perused or studied by more than one single person within each Client, subject to Clause 9(c) and any licences that each such Clients may have. The Licensee shall, and shall direct or procure all of the Officers and Clients to, comply with the limitations and prohibitions set out in this Licence and in the event of the Licensee becoming aware of non-compliance by a Client, the Licensee shall cease providing copies for such Client.
11. Licensee must notify the Clients in writing and ensure that they shall not keep in their possession, power, custody or control of the Client any Photocopy for more than six (6) months after the date when such Photocopy is received from Licensee and shall either shred, deface or destroy all such Photocopies so as to render their contents illegible or unusable by any party and in the event of the Licensee becoming aware of non-compliance by a Client, the Licensee shall cease providing copies for such Client.
12. The Licensee shall forthwith delete from the hard drives of all its central and local servers or any other medium any and all of the electronic files which may be stored there, upon notice from HKCLA that the copyright holder or the publisher believes that the Article infringes copyright or is or may be defamatory, obscene or otherwise unlawful. For the avoidance of doubt, the Licensee shall have no claim in whatsoever nature against HKCLA for depriving the Licensee and/or the Officers of scanning, printing, reading, receiving, keeping and accessing such Article.
13. In exercising its rights under this Licence, the Licensee shall be responsible for complying

with all applicable laws of any kind including (without limitation) moral rights, data protection, the obtaining of any consents which may be required from any person, firm or company (other than those consents relating solely to copyright and/or database right), privacy or personality rights of any kind, defamation or obscenity.

14. In consideration of the grant of this Licence, the Licensee shall pay to HKCLA such licence fees as may be determined by HKCLA with reference to the Selected Publications, the number of Clients applied for, the limitation on the Photocopies to be made and HKCLA's tariff then in force, for the period from the Commencement Date to 14 November 2022 ("**Term**") and thereafter every renewed term. During the current term, the tariff is as set out in this Licence unless HKCLA otherwise notifies the Licensee. Any proposed increase in tariff requires at least one month's notice. The Licensee may, at any time and in any circumstances, subject to appropriate adjustment of licence fees, change the number of Clients in respect of any Selected Publications and/or add or withdraw any titles as the Selected Publications by at least 14 days' written notice to HKCLA.

15. The Licensee warrants to HKCLA the accuracy of the information given in the Application For Licence For Provision of News Monitoring Services, and undertakes that it will promptly notify HKCLA of any changes to such information and will within 14 days following the request of HKCLA, supply HKCLA in writing all such information reasonably required to establish such fees as may be due from time to time under this Licence and any other information reasonably required by HKCLA for the proper administration of its licensing schemes. The Licensee shall, if required by HKCLA, participate in surveys for collecting information about the number of photocopies made by the Licensee from the respective Selected Publications and Distributed to the Clients pursuant to this Licence. HKCLA shall have the right to conduct its own independent audit, at HKCLA's cost, of all such information reasonably required to establish such fees upon giving the Licensee 3 working day's advance notice. In the event that no member of the Licensee's management is present in Hong Kong during the day that the independent audit is scheduled, the Licensee can request HKCLA to extend the notice period from 3 working days to no more than 10 working days and HKCLA can't unreasonably withhold such request. If following such audit HKCLA can properly show that there is significant discrepancy between the said information given by the Licensee and the findings pursuant to the independent audit, the Licensee shall pay the full cost of HKCLA's independent audit. Notwithstanding any other provision of these Terms and Conditions, HKCLA shall hold any information obtained from the Licensee under this Clause 15 or otherwise in the strictest confidence and shall procure that its Officers and any independent auditor and its Officers do the same and shall only use such information in so far as it may be necessary

to enforce its rights under this Licence.

16. The Licensee shall on or before the Commencement Date and thereafter upon receipt of any invoices issued by HKCLA pay to HKCLA the licence fees due as specified under the invoice(s). If the Licensee fails to pay promptly, HKCLA shall, without prejudice to HKCLA's other rights and remedies, be entitled to terminate this License immediately without notice. In such circumstances, no refund of any licence fees already paid shall be made to the Licensee.
17. This Licence shall be in effect from the Commencement Date to 14 November 2022. Thereafter, unless either party gives to the other party not less than 14 days' notice indicating its intention not to renew this Licence upon the expiration of the then current term, or this Licence is terminated earlier by HKCLA in accordance with this Licence, this Licence shall automatically renew for successive periods of one year each; provided however that it shall be a condition to the commencement of any renewed term that the Licensee shall have:-
 - (a) paid to HKCLA all sums (if any) due to HKCLA under the previous term;
 - (b) notified HKCLA of any changes in the information required in the Application For Licence for Provision of News Monitoring Services and any other information requested by HKCLA at least 15 days prior to the first day of such renewed term; and
 - (c) fully complied with all the other terms of this Licence.
18. If HKCLA's authority to grant this Licence in respect of all of the Selected Publications is terminated, this Licence shall be regarded wholly terminated at the end of the remainder of the current term and shall not be automatically renewed thereafter and in case termination of HKCLA's authority relates to part of the Selected Publications this Licence shall remain in full force and effect in relation to the rest of the Selected Publications unless any circumstances for termination shall arise.
19. This Licence may also be terminated by HKCLA:-
 - (a) by notice to the Licensee with immediate effect if:
 - i. the Licensee commits any breach of any term of this Licence which breach in the view of HKCLA is a serious breach;

- ii. the Licensee makes any assignment for the benefit of creditors, files a petition under the insolvency laws of any jurisdiction, has appointed a trustee or receiver for its property or business or is adjudicated bankrupt or insolvent;
 - (b) by notice to the Licensee if the Licensee commits any breach of any term of this Licence which breach is in the view of HKCLA capable of being remedied but has not been remedied within 10 days from the date of a written notice by HKCLA requiring that the same be remedied; or
 - (c) by giving at least 60 days' written notice to the Licensee.
20. Termination of this Licence shall be without prejudice to any other rights or remedies of either party hereunder or at law and shall not affect any accrued rights or liabilities of either party.
21. Upon the expiration of this Licence or termination of this Licence for whatever reason, all licences and rights granted under this Licence shall cease, and the Licensee is not entitled to keep or use any Photocopies and all such Photocopies in the possession, power, custody or control of the Licensee or any of the Officer(s) shall be destroyed, shredded or defaced or upon request of HKCLA delivered up to HKCLA forthwith. Failure to comply with this will render the Licensee and the relevant Officer liable for copyright infringement.
22. No failure or delay on the part of any of the parties to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by such party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
23. HKCLA reserves the right to assign this Licence or any of its rights or obligations hereunder to any person by written notice to the Licensee.
24. This Licence shall be governed by and construed in accordance with the law of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

Schedule 1

On the cover page of the collation of photocopies (if any):

“This document is produced by [name of Licensee] with the authorization of the copyright owners for the perusal and study of **one single designated officer** within [name of Client]. This document, without proper permission, may not be reproduced, distributed or circulated. [Date]”

Under each photocopy of Article:

“This page shall only be perused and studied by **one designated officer** within the intended receiving entity, and without proper permission, may not be reproduced, distributed or circulated. [Date]”

Schedule 2

SUPPLEMENTAL DECLARATION TO LICENCE AGREEMENT

Licensee Details - To be completed by Licensee

Name of Licensee : _____

Reference No. of the Licence granted by The Hong Kong Copyright Licensing Association Limited (“Licence”) :

To: The Hong Kong Copyright Licensing Association Limited (“HKCLA”):

1. Unless the context otherwise requires, terms which are not otherwise defined in this declaration shall have the meaning ascribed to them in the Licence.
2. We acknowledge that the Licence is granted to us in the name of the above-mentioned Licensee and under Clause 3 of the Terms and Conditions, the Licence is non-exclusive, non-transferable, and non-sublicensable.
3. We desire to carry out our business covered by the Licence under different brand name, trading name or branch business as listed below.
4. We warrant that we are the proprietor of the following brand name(s), trade name(s) or business name(s). We attach hereto copy/copies of update Business Registration Certificate for your verification purpose:

Registration Name	Business Nature (*Please tick if appropriate)	Description of Tasks carried or to be carried out for the Licensee	Date of Commencement
(1) _____ (Eng)	<input type="checkbox"/> Brand Name /	_____	_____
	<input type="checkbox"/> Trading Name /	_____	
_____ (Chi)	<input type="checkbox"/> Branch Office	_____	
(2) _____ (Eng)	<input type="checkbox"/> Brand Name /	_____	_____
	<input type="checkbox"/> Trading Name /	_____	
_____ (Chi)	<input type="checkbox"/> Branch Office	_____	
(3) _____ (Eng)	<input type="checkbox"/> Brand Name /	_____	_____
	<input type="checkbox"/> Trading Name /	_____	
_____ (Chi)	<input type="checkbox"/> Branch Office	_____	

5. We undertake that we will inform HKCLA (by way of submitting this declaration) within 3 days from the commencement of use of any new brand name, trade name or business name under the Licence.

6. Save and except as expressly provided herein, in the event of any inconsistency and/or conflict between the terms of this declaration and the terms of the Licence, the terms of the Licence shall prevail and HKCLA reserves its right to interpret the terms of such inconsistency and/or conflict and HKCLA's decision shall be final and conclusive.

Signed by or on behalf of the Licensee _____ Date _____

Name of signatory _____ Position _____

(Please apply the Company Chop, if applicable)