



The Copyright Licensing & Administration Society of Singapore Limited (Company Registration Number: 199905791E)  
PS/100, #11-19, 100 Peck Seah Street, Singapore 079333. Tel: 6223 5521. Email: info@class-singapore.com

## MEMBERSHIP APPLICATION FORM (FOR NEW MEMBERS)

### For Individuals

Full Name: .....

NRIC/Passport No.: .....

Address: .....

.....

Contact Number: .....

Email: .....

### For Companies / Businesses

Name: .....

Registration No.: .....

Place of Registration: .....

Name and Title of Contact Person: .....

Registered Address: .....

.....

Postal Address (if different from Registered Address): .....

.....

Telephone No.: .....

Fax No.: .....

Email: .....

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# ©CLASS

I/We\* hereby apply to be a member of Copyright Licensing & Administration Society of Singapore Limited ("CLASS") and grant/s to CLASS a non-exclusive licence to sub-licence the rights to Copy and Communicate my/our\* Copyright Material under the Statutory Licence Scheme and Non-Statutory Licence Schemes for profit as administered by CLASS from time to time, and agree to the terms and conditions of the attached Membership Agreement.

SIGNED by the Applicant:

SIGNED with the authority of and for and on behalf of COPYRIGHT LICENSING & ADMINISTRATION SOCIETY OF SINGAPORE LIMITED:

\_\_\_\_\_

\_\_\_\_\_

By (if applicable):

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title (if applicable):

Date: \_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

## MEMBERSHIP AGREEMENT

### 1. DEFINITIONS AND INTERPRETATION

"Articles" means the memorandum and articles of association of CLASS, as may be amended or re-enacted from time to time;

"CLASS" means the Copyright Licensing and Administration Society of Singapore;

"Communicate" shall have the meaning as defined in the Singapore Copyright Act;

"Copy" means a reproduction in a material form of any or all of the Copyright Material by any means, whether or not invented at the date of this Agreement, and includes reproduction by reprographic, photographic, electronic, digital, magnetic and optical means;

"Copyright Material" means the works which the Member owns, controls or represents from time to time;

"Licensee" means a CLASS licensee under the Licence Schemes;

"Licence Schemes" means the Statutory Licence Scheme and Non-Statutory Licence Schemes;

"Non-Statutory Licence Schemes" means the licence schemes administered by CLASS from time to time, for educational institutions which are not eligible for the Statutory Licence Scheme, not including the Statutory Licence Scheme;

"Member" means the applicant;

"Statutory Licence Scheme" means the licence scheme in section 52 of the Singapore Copyright Act (Cap. 63) for non-profit educational institutions.

#### 1.2 In this Agreement unless the contrary intention appears:-

- (a) words and phrases have the meaning given to them in the Act and Regulations;
- (b) the singular includes the plural and vice versa;
- (c) a reference to "person" includes an individual, a body corporate, a government and an association; and
- (d) any reference to any statute or any provision of any statute includes that statute or provision as amended, re-enacted, consolidated or substituted from time to time.

#### 1.3 This Agreement:

- (a) is subject to the Articles;
- (b) binds the parties and their respective successors and assignees; and
- (c) is governed by the laws of the Republic of Singapore.

# CLASS

## 2. APPOINTMENT OF AGENT

- 2.1 The Member appoints CLASS as its non-exclusive agent in all matters relating to the use of the Copyright Material within the scope of this Agreement.
- 2.2 The Member appoints CLASS as its agent to:-
  - (a) in relation to the Statutory Licence Scheme, give notice under Regulation 11 of the Singapore Copyright Regulations (Rg 4, 2009 Rev. Ed.) to inspect Licensee's records and declarations;
  - (b) negotiate and agree to terms (including the licence fee for each of the Licence Schemes); and
  - (c) collect the licence fee for each of the Licence Schemes.

## 3. GRANT OF RIGHTS TO CLASS

Without limiting the generality of clauses 2.1 and 2.2 and subject to clause 4, the Member grants to CLASS a worldwide, non-exclusive right to license persons to Copy and Communicate the Copyright Material in accordance with the Licence Schemes, and to authorise foreign reproduction rights organisations to license such rights to persons in their respective territories.

## 4. CLASS'S LICENCE SCHEMES

- 4.1 On the Member's request, CLASS will make available to the Member a copy of the template licence agreement for each of the Licence Schemes.
- 4.2 The Member may notify CLASS in writing that any or all of its Copyright Material will no longer be included in any Licence Scheme and, subject to clause 8.3, CLASS shall act accordingly.

## 5. DEDUCTIONS BY CLASS

The Member acknowledges and agrees that CLASS will deduct all reasonable expenses (including anticipated expenses) in the implementation of this Agreement, and any other amount allowed by the Articles, from licence fees that CLASS receives from the Licensees.

## 6. REMUNERATION

- 6.1 Subject to clauses 5 and 6.3, CLASS will notify the Member of any licence fees allocated by CLASS on behalf of the Member in respect of the Copyright Material in accordance with the method of allocation determined by CLASS from time to time.
- 6.2 On receipt of any notification from CLASS under clause 6.1, the Member will, within a reasonable time, provide confirmation in writing that the Member owns, controls or represents the Copyright Material identified in the notification, in the form annexed at the **Schedule** hereto. On receipt from the Member of the duly executed form, including the undertakings and indemnity incorporated therein, CLASS will pay to the Member the allocated amount in accordance with Clause 6.3.

## CLASS

6.3 Subject to clause 6.2, any licence fees to be paid by CLASS to the Member (as determined in accordance with the method of allocation determined by CLASS from time to time), will be held by CLASS until the earlier of:

- (a) when the amount payable to the Member exceeds:
  - (i) \$50, if the Member is resident in Singapore; or
  - (ii) \$200, in any other case; or
- (b) 4 years (or such other period as CLASS may from time to time determine in its sole discretion),

6.4 If the Member is uncontactable or fails to provide the written confirmation or warranty and indemnity referred to in Clause 6.2, CLASS shall hold on to the monies to be paid to the Member and shall, at the end of the period referred to in clause 6.3(b), be entitled to reallocate the monies for distribution to other members in accordance with the method of entitlement determined by CLASS at the time.

## 7. REPRESENTATIONS, WARRANTIES, INDEMNITIES AND WAIVER

7.1 The Member represents and warrants that:

- (a) it is eligible under the Articles to be a member of CLASS;
- (b) it can grant the rights granted to CLASS under this Agreement;
- (c) the rights granted under this Agreement do not infringe the copyright or other proprietary right, such as trademark or patent rights, of any person and that, to the best of the Member's knowledge, the works contained in the Copyright Material contain nothing obscene, scandalous, indecent, offensive, blasphemous or defamatory; and
- (d) the Member has obtained the necessary consents from any co-owners or exclusive licensees of the copyright, as necessary, to enter into this Agreement.

7.2 The Member indemnifies CLASS against any liability incurred by CLASS arising out of:

- (a) any breach by the Member of this Agreement; or
- (b) an infringement of any copyright or other proprietary right belonging to a third party arising out of the licensing by CLASS of the rights granted under this Agreement.

7.3 The representations, warranties and indemnities given in clauses 7.1 and 7.2 respectively will extend to and for the benefit of Licensees.

7.4 The Member waives any claim of copyright infringement the Member may have against any Licensee in relation to any act done under a licence granted under the Licence Schemes.

# CLASS

7.5 This clauses 7 shall survive the termination of this Agreement.

## 8. TERM AND TERMINATION

8.1 This Agreement commences on and from the date of the Member's admission to membership of CLASS, which shall be the date that the Membership Application Form is signed by CLASS, and will continue in perpetuity until and unless terminated by either party giving the other party 6 months' prior written notice.

8.2 Subject to the Singapore Companies Act (Cap. 50) and the Singapore Copyright Act (Cap. 63), CLASS may at any time terminate this Agreement with immediate effect by giving written notice to the Member and remove the Member's name from CLASS's register of Members, if the Member ceases to be eligible to be a member of CLASS under the Articles.

8.3 In the event:

- (a) this Agreement is terminated in accordance with Clauses 8.1 or 8.2; or
- (b) the Member notifies CLASS under Clause 4.3 that any or all of its Copyright Material will no longer be included in any Licence Scheme,

CLASS may continue to license the affected rights granted by the Member under this Agreement for:

(i) \_\_\_\_\_ the  
term of any licence in existence at the date of that termination or notification  
and granted under any relevant Licence Scheme; or

(ii) 3 years,

whichever is shorter.

8.4 Clause 8.3 shall survive the termination of this Agreement.

## 9. CHANGE IN PARTICULARS

The Member undertakes to inform CLASS of any change in his / its particulars within 14 days of such change.


## 10. GOVERNING LAW & JURISDICTION

10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Singapore law.

10.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the Copyright Tribunal of Singapore.

**SCHEDULE**

**Notification of Copied Works Form**

	<b>The Copyright Licensing and Administration Society of Singapore Limited</b> 100 Peck Seah Street, PS/100 #11-19, Singapore 079333 Email: classy@singnet.com.sg; Company Registration No: 199905791E	
<b>NOTIFICATION OF COPIED WORKS</b>		
NAME		Member Ref. No. :
ADDRESS		Distribution :
		Date :
		Notification No. :
<b>TO: CLASS, The Copyright Licensing and Administration Society of Singapore Limited</b>		
This confirms :		
1. We are a member of CLASS and claim the Total Amount Claimed for the use of works contained in the publications shown in the Notification of Copied Works.		
2. For each work which makes up the Total Amount Claimed, we control the relevant right of:		
(a) reproduction for each of the publications listed in the Notification as reproduced; and		
(b) communication for each of the publications listed in the Notificat		
For example, as a sole owner of the copyright, agent for the author, as one of the author, or as author on behalf of the publisher		
3. We undertake to review our contractual arrangements to determine whether any person ( <i>including the Author</i> ) is entitled to a share of the Total Amount Claimed.		
4. We undertake to pay those persons, if any, their share of the Total Amount Claimed within 60 days of receiving CLASS' cheque.		
5. We indemnify CLASS against any and all claims (including full legal costs and disbursements) made against CLASS for any or all of the Total Amount Claimed.		
<b>Signed by:</b>		
Signature: _____	Position: _____	Amount: _____
Print name: _____	Date: _____	Cheque No _____
<b>PLEASE NOTE: THE IRAS HAS ADVISED THAT ALL ROYALTIES RECEIVED BY YOU ARE SUBJECT TO TAX</b>		
<b>PLEASE RETURN ONE SET OF THIS NOTIFICATION TO CLASS FOR PROCESSING OF PAYMENT</b>		