

Company No.

199905791E

The Companies Act, (Cap. 50)

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**PUBLIC COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

**COPYRIGHT LICENSING & ADMINISTRATION SOCIETY  
OF SINGAPORE LIMITED**

(Incorporating all amendments up to 26 May 2022)

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Incorporated on the 25th day of September 1999.

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39 Robinson Road #20-03  
Robinson Point  
Singapore 068911

Lodged in the Office of the Registrar of Companies  
Singapore

COMPANY NO.

199905791E

CERTIFICATE OF INCORPORATION OF PUBLIC COMPANY

THIS IS TO CERTIFY THAT COPYUOKT LICNSING •  
ADMINISTHTION SOCHTY OP StMGAPOU LI"ITED IS INCORPORATED  
UNDER TR• CONPAMIES ACT, cAe. SO. ON AND FROM 25/09/1999 AND  
THAT THE CO"PNY IS A PUBLIC COMFAMY LIMITED !Y GUARANTEE.

GIHN UNDER MY HAND AND SEAL ON :15/09/1999



  
NISS JUTHIKA RAMANATHAN  
REGISTRAR OF COMPANIES AND BUSINESSES  
SINGAPORE

**The Companies Act (Cap.50)**

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**PUBLIC COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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MEMORANDUM OF ASSOCIATION

OF

**COPYRIGHT LICENSING & ADMINISTRATION SOCIETY  
OF SINGAPORE LIMITED**

**Registered Name And Office**

1. The name of the Company (hereinafter called "the Company") is **Copyright Licensing & Administration Society of Singapore Limited.**
2. The registered office of the Company will be situated in the Republic of Singapore.

**Objects**

3. The objects for which the Company is established are:
  - (1) With respect to the rights of Copyright Owners subsisting under and by virtue of the law relating to copyright in any country including Republic of Singapore and which cannot be effectively exercised otherwise than by collective administration –
    - (a) to carry out on behalf of the Members of the Company and the Copyright Owners represented by them the functions of negotiating licence terms, issuing licences, collecting and distributing fees, royalties and other monies; and
    - (b) to carry out such other functions with respect to the exercise and enforcement of the said rights as may be entrusted to the Company from time to time.

For the purposes of this Memorandum, the expression "Copyright Owner" includes –

- (a) any author of literary, dramatic or artistic works;

- (b) any composer of musical works;
  - (c) any publisher of any such musical, literary, dramatic or artistic works;
  - (d) any other person who is entitled to an interest in such works.
- (2) In the exercise or enforcement of such rights and remedies to make, and from time to time rescind, alter or vary any arrangements and agreements with respect to any such exploitation of such works in regard to the mode, period or extent in, for or to which, and the terms on which any such exploitation of such works may be made or employed, and to collect and receive and give effectual discharge for all such royalties, fees and other monies payable under any such agreements or arrangements or otherwise in respect of any such exploitation by all necessary actions or other proceedings, and to recover such royalties, fees and other monies, and to restrain and recover damages for the infringement by means of any such exploitation as aforesaid of the copyrights of such works or any other rights of the Members or of the Company on their behalf in respect of such works, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or difference in relation to the premises.
- (3) To obtain from the Copyright Owners such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise and enforce in its own name or otherwise all such rights and remedies as aforesaid, and to exercise and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the purpose of the exercise or enforcement by the Company of such rights and remedies as aforesaid.
- (4) To distribute the net monies received by the Company in the exercise of the foregoing powers, after making provision thereout for the expenses and liabilities of the Company incurred in such exercise or in otherwise carrying out the purposes and operations of the Company and for any contributions or payments for any of the purposes specified in the next following sub-clauses hereof, amongst the Members entitled thereto in accordance with the rules for the time being in force with respect to the distribution thereof.
- (5) To promote and foster the interests of owners of copyrights and neighbouring rights.

- (6) To publicise the Company's activities in particular by means of publishing circulars and other literary matter and through radio and television.
- (7) To take any gift, grant or contribution of property of any kind whatsoever for the furtherance of any one or more of the objects of the Company.
- (8) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (9) To support or oppose any legislation which might affect the Company's interests.
- (10) To subscribe to, become a member of and co-operate with any other company, institution, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Company.
- (11) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Company.
- (12) To erect, purchase or otherwise acquire and to improve, maintain, develop, work, manage, carry out or control any buildings, offices, workshops, theatres, studios, shops, dwellings and other works and conveniences and to contribute, subsidise and otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out or control thereof.
- (13) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged on all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities.

- (14) To make draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (15) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (16) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (17) To subscribe and underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidence of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body or by any company or body of persons and any options or rights in respect thereof and to buy and sell foreign exchange.
- (18) To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company.
- (19) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

AND IT IS HEREBY DECLARED that the objects of the Company shall be separate and distinct objects and none of them shall be in any way limited by reference to any other or others of them.

#### **Limited Liability**

- 4. The liability of the Members is limited.

#### **Guarantee**

- 5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time he is a Member, or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for adjusting the rights of the contributors amongst themselves, such amount as may be required, not exceeding the sum of one Singapore dollar (S\$1.00) only.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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**Names, addresses and descriptions of subscribers**

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Name of Attorney: Peter John Davison

Address: 4C, Balmoral Crescent, Singapore 259892

Occupation: Publisher

Passport No.: 7401-07091

EP No. F5556705X

Attorney (acting under Power of Attorney dated 15th September 1999)  
for and on behalf of:

Cambridge University Press  
The Edinburgh Building,  
Shaftesbury Road,  
Cambridge CB2 2RU, U.K.

Alban Kang Choon Hwee

3 Jalan Pandan

Singapore 288788

NRIC No.: S1318801G

Singapore Citizen

Advocate & Solicitor

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Dated this 23rd day of September 1999.

Witness to the above signatures:-

Hilda Ng Mui Mui  
Advocate & Solicitor  
Alban Tay Mahtani & de Silva  
39 Robinson Road #07-01  
Robinson Point  
Singapore 068911

**The Companies Act (Cap. 50)**

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**PUBLIC COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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ARTICLES OF ASSOCIATION

OF

**COPYRIGHT LICENSING & ADMINISTRATION SOCIETY  
OF SINGAPORE LIMITED**

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**Table "A" Excluded**

1. The regulations in Table "A" in the Fourth Schedule to the Companies Act (Cap. 50) shall not apply to the Company except in so far as the same are repeated or contained in these Articles.

**Interpretation**

2. In these Articles unless the subject or context otherwise requires, the words standing in the first column of the table hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:-

Words	Meanings
<b>“Accounting Period”</b>	- A period of not more than 12 months ending on 30 June in any year or on such substituted date as may be adopted by the Company in accordance with the Act.
<b>“Act”</b>	- The Companies Act, Cap 50 or any statutory re-enactment or modification thereof for the time being in force.
<b>“Articles”</b>	- These Articles of Association as originally passed or as altered from time to time by special resolution.



- “Author”** - An author, adapter or translator of a literary work.
- “Board”** - The Board of Directors for the time being of the Company.
- “Company”** - Copyright Licensing & Administration Society of Singapore Limited.
- “Copyright Act”** - Copyright Act, Cap. 63 or any statutory re-enactment or modification thereof for the time being in force.
- “Copyright Material”** - Work or Published Edition.
- “Director”** - Includes any person acting as a Director of the Company and includes any person duly appointed and acting for the time being as an Alternate Director.
- “Directors”** - The Directors for the time being of the Company.
- “Distributable Fund”** - In respect of an Accounting Period means the residue of an ER Fund for that Accounting Period determined pursuant to Article 70(4).
- “Equitable Remuneration”** - All equitable remuneration payable to Members and other owners of the Reproduction Right in Copyright Material under the Statutory Licences and received on behalf of such Members and owners by the Company.
- “ER Fund”** - A fund established pursuant to Article 69(1).
- “Member”** - Person entered in the register of Members as a Member.
- “Month”** - Calendar month.
- “Office”** - The Registered Office of the Company for the time being.
- “Published Edition”** - A published edition of a Work.

- “Publisher”** - A publisher who publishes any Work.
- “Register”** - The register of Members to be kept pursuant to the Act.
- “Reproduction Right”** - In relation to the copyright in Copyright Material means the right to copy or reproduce in any material form by means of any machine or appliance or process or technique or by any electronic means including but not limited to photography, reprography, lithography, film micrography, xerography, spirit and stencil duplicating and roneoing.
- “Seal”** - The common seal of the Company.
- “Secretary”** - Includes any person appointed to perform the duties of secretary temporarily.
- “Singapore”** - The Republic of Singapore.
- “Statutory Licences”** - The licences contained in Part III of the Copyright Act.
- “Work”** - A work in which copyright subsists under the Copyright Act.

Words importing the masculine gender only shall include the feminine gender.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing persons shall include statutory bodies, corporations or societies constituted under any written law in Singapore.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography, and other models of representing or reproducing words in a visible form.

Subject as aforesaid, any words or expressions defined in the Act and the Interpretation Act, Cap. 1 shall, unless the context otherwise requires, bear the same meanings in these Articles.

## MEMBERS

3. The number of Members with which the Company proposes to be registered is one hundred but the Board of Directors may from time to time register an increase of Members.

### ELIGIBILITY FOR MEMBERSHIP

4. Persons entitled to be Members of the Company shall be as follows:-

- (a) All persons who are Members at the time these Articles become binding upon the Company;
- (b) All persons who have appointed the Company their agent for the Reproduction Right in some or all of their Works at the time these Articles become binding upon the Company; and
- (c) Any person to whom Article 4(a) or 4(b) does not apply being either:-
  - (i) any author of a Work being the owner of the Reproduction Right in that Work, or the licensee or agent appointed in writing, executor, administrator, successor or assignee of such right; or
  - (ii) any publisher of a Work being the owner of the Reproduction Right in that Work, or any licensee or agent appointed in writing, executor, administrator, successor or assignee of such right.

5. (1) Any person who is eligible for membership may apply to the Board for admission to membership. Such application shall be made in writing, signed by the applicant, and shall be in such form as the Board shall from time to time prescribe. The Board may require any applicant to supply such evidence of eligibility as it considers reasonably necessary.

(2) The Board shall consider each application and shall, if reasonably satisfied that the applicant is eligible for membership, admit the applicant to membership with specific reference to the appropriate category of eligibility. The Board may request the applicant to furnish such further information as it thinks appropriate to determine the eligibility of the applicant for membership.

- (3) (i) Any person or corporation who is eligible for membership under category (i) of Article 4(c) shall be an Author Member.
- (ii) Any person or corporation who is eligible for membership

under category (ii) of Article 4(c) shall be a Publisher Member.

- (iii) Any person or corporation who is eligible for membership under Category (b) of Article 4 and is the author of a Work shall be designated an Author Member.
- (iv) Any person or corporation who is eligible for membership under category (b) of Article 4 and is the publisher of a Work shall be designated a Publisher Member.

(4) Without prejudice to the other provisions in these Articles, with effect from the close of the General Meeting at which the Special Resolution adopting these Articles is passed, each of the following Members shall be designated as a Founder Member and be a Publisher Member or an Author Member as indicated herebelow opposite his name:-

Name	Membership
Cambridge University Press	Publisher Member
John Wiley & Sons (Asia) Pte Ltd	Publisher Member
McGraw Hill Inc, Singapore Branch	Publisher Member
MPH Education (S) Pte Ltd	Publisher Member
Oxford University Press Pte Ltd	Publisher Member
Pearson Education Asia Pte Ltd	Publisher Member
Springer Verlag Singapore Pte Ltd	Publisher Member
Thomson Learning	Publisher Member
Times Publishing Limited	Publisher Member
World Scientific Publishing Co Pte Ltd	Publisher Member
Alban Kang	Author Member
Catherine Lim	Author Member
Liang Wern Foo	Author Member
Suratman Markasan	Author Member

In respect of the period between the incorporation of the Company and the first General Meeting, the powers of the Board for purposes of admitting Members shall be exercised by the pro-tem Committee referred to in Article 36 and all references in this Article to the "Board" shall read "pro-tem Committee".

(5) Any person who has been admitted to membership by the Board shall have issued to him a certificate of membership in such form as the Board shall from time to time prescribe.

(6) Any eligible person may be admitted to membership as both an Author Member and as a Publisher Member but may not be admitted to the same class of membership more than once.

6. Any Member may by not less than 3 years notice in writing to the Secretary to expire on the 30<sup>th</sup> day of June in any year, or by such shorter period of notice expiring at such time as may be accepted by the Board, determine his membership and his membership shall cease accordingly at the expiration of such period of notice.

7. Subject to the terms of any agreement between the Company and any Member, upon the cessation of membership of the Company by a corporation or person, the rights (if any) already vested in the Company by such corporation or person, or controlled by the Company by virtue of the election of such corporation or person to the membership of the Company, shall remain so vested or controlled for a period ending on the 30<sup>th</sup> day of June in the third year following the year in which the cessation of membership occurred. Any payment to which the corporation or person would have been entitled if it or he had remained a Member of the Company shall during such period be made to the person entitled for the time being to receive debts due to the corporation or person.

8. The membership of any Member shall ipso facto cease –

- (a) upon legal protection for the copyright ceasing to subsist in Singapore in respect of all of the Copyright Material in respect to which such Member is entitled to participate in the allocation of moneys collection by the Company, or
- (b) upon the Member ceasing to own the Reproduction Right in all of the Copyright Material in which the Member is entitled to participate in the allocation of the moneys collected by the Company;
- (c) in the case of any Member being an executor, administrator or trustee, upon his having disposed of the Reproduction Right in all copyright which has been vested in him as such executor or administrator or trustee, or
- (d) in the case of any Member being an agent upon his having ceased to be in control of the Reproduction Right or upon the termination of such agency.

9. Subject to the provisions of Articles 7 and 8, all rights, privileges and obligations of membership shall cease on the day of cessation of membership. In particular and without prejudice to the generality of the foregoing; the Member concerned shall cease to have any claim upon the assets of the Company and shall not be entitled to participate in any further allocations of moneys held by the Company. Provided that any person who has ceased to be a Member shall be entitled, notwithstanding the cessation of his membership, to continue to receive any

allocation and distribution of moneys to which he becomes entitled in respect of any period during which he was a Member of the Company.

### **GENERAL MEETINGS**

10. The Company shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.

Provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of its incorporation.

11. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

12. The Chairman of the Board may whenever he thinks fit and the Secretary shall within twenty-one days after the receipt of a requisition in writing signed by not less than three Members convene an Extraordinary General Meeting.

13. (1) An Annual General Meeting shall be called with at least twenty-one days' notice in writing. An Extraordinary General Meeting of the Company shall be called with at least fourteen days' notice in writing.

Provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed to by all the Members having the right to attend and vote at the meeting.

(2) The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, day and hour of meeting and in case of special business, the general nature of the business.

(3) The notice convening a meeting to consider a special resolution shall specify the intention to propose the resolution as a special resolution.

(4) Notice of every general meeting shall be given in any manner authorised by these Articles to every Member.

14. The accidental omission to give notice of a meeting to or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed or proceedings at any meeting.

## PROCEEDINGS AT GENERAL MEETINGS

15. (1) The business of an annual general meeting shall be to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and of the auditors, to appoint auditors, to appoint the Author Director and Publisher Director and to fix, or to authorise the Directors to fix, the remuneration of the auditors.

(2) It is not necessary for a notice of an annual general meeting to state that the business to be transacted at the meeting includes the consideration of accounts and the reports of the Directors and auditors, the election of the Author Director and Publisher Director in the place of those retiring or the appointment and fixing of the remuneration of the auditors.

16. No business shall be transacted at a general meeting unless a quorum of Members is present in person or by proxy at the time the meeting proceeds to business. Except as otherwise provided in these articles, a quorum shall be:-

- (a) 4 registered Members of the Company at the date of the meeting; and
- (b) consisting of at least 2 Author Members and 2 Publisher Members registered at the date of the meeting.

17. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.

18. The Chairman or if he is not present, the Vice-Chairman of the Board shall preside as the Chairman at every general meeting or if there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one of their number to preside at the meeting.

19. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

20. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the

result of the show of hands, demanded by the Chairman or by at least one Member present in person or by proxy and unless a poll is so demanded a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect on the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

21. Subject to the provisions of Article 20, if a poll be demanded in the manner aforesaid it shall be taken at such time and place and in such manner as the Chairman of the meeting shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

22. No poll shall be demanded on the election of a Chairman at a meeting, or on any question of adjournment.

23. In case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

24. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

25. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being organisations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more Members.

### **VOTES OF MEMBERS**

26. Subject as hereinafter provided every Member shall have one vote.

27. Save as herein expressly provided no Member other than a Member duly registered who shall have paid every sum (if any) which shall be due and payable to the Company shall be entitled to vote on any question either personally or by proxy or as a proxy for another Member at any general meeting.

28. Votes may be given on a poll either personally or by proxy. A proxy shall be entitled to vote on a show of hands or by poll. A corporation may vote by its duly authorised representative. A proxy need not be a Member.

29. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or representative or



attorney duly authorised. The Directors may, but shall not be bound to, require evidence of the authority of such officer or representative or attorney. A proxy need not be a Member of the Company.

30. An instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve.

31. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Company, or at such other place within Singapore as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

32. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation, has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

### **BOARD OF DIRECTORS**

33. Unless otherwise determined by a general meeting, the number of Directors shall be not less than three (3) nor more than ten (10). The Company may from time to time in general meeting increase or reduce the number of Directors.

34. All Directors shall be natural persons.

35. Subject to Article 36(2), all members of the Board shall hold office for a duration of not more than two (2) years, and shall be eligible to be re-appointed or re-elected.

36. (1) The first Directors of the Board shall be:

- (a) Mr Alban Kang Choon Hwee;
- (b) Mr Peter John Davison; and
- (c) Mr Stephen Ronald Troth

who shall form the pro-tem Committee, the only functions of which are:-

- (i) to convene the first General Meeting pursuant to Section 176 of the Companies Act for purposes of passing the Special Resolution adopting these Articles;
  - (ii) to convene the second General Meeting for purposes of electing the Elected Directors in accordance with Article 37 below; and
  - (iii) to admit the Founder Members in accordance with the requirements of Article 5(4) during the period between the closure of the aforesaid first General Meeting and the aforesaid second General Meeting; and
- (2) The First Directors shall, subject to the provisions of the Act, hold office until the second General Meeting at which the election of Directors referred to in Article 37 shall take place
- (3) The First Directors who subscribed to the Company's Articles of Association in the capacity of Author or Publisher shall be eligible for election as Directors at the second General Meeting convened for that purpose; any other of the First Directors shall be eligible for nomination as Directors in accordance with Article 37(c).

37. (1) Subject to any vacancy in the office of a Director, the Board of Directors shall be comprised as follows and in these Articles, collectively referred to as the "Elected Directors":-

- (a) a maximum of 3 Directors who are Author Members and who are appointed by the Members at a general meeting of the Company (the "Author Director");
  - (b) a maximum of 3 Directors who are Publisher Members and who are appointed by the Members at a general meeting of the Company (the "Publisher Director"); and
  - (c) a maximum of 3 Directors to be appointed by the members of the Board appointed pursuant to paragraph (a) and (b) above (the "Independent Director").
- (2) (i) A person shall only be eligible for election as a Director under Article 37(1)(a) above if he is an Author Member.
- (ii) A person shall only be eligible for election as a Director under Article 37(b) if he is either a Publisher Member or has been nominated in writing by, and as the representative for this purpose of, a corporation or firm which is a Publisher Member.

(3) For the purpose of this Article 37, any corporation which is a Member may by resolution of its directors or other governing body, and any firm which is a Member may by instrument under the hand of a partner or the firm's attorney duly authorised, nominate any person being either a director, partner, officer or manager in the employment of such corporation or firm to act as a Director.

38. (1) When the office of a Director is vacated by death or otherwise prior to the expiry of the Director's period of office, the Members may appoint a Director to replace him for the unexpired period of such office.

(2) At any time during the temporary absence of the Chairman from Singapore, the Vice-Chairman of the Board shall act as Chairman during the absence of the Chairman of the Board. The acting Chairman shall have the same powers as the Chairman.

39. The office of a Director shall be immediately vacated:-

- (a) if a receiving order is made against him or he makes any arrangement or composition with his creditors;
- (b) if he is prohibited from being a Director by reason of any order made under any provision of the Act;
- (c) if he becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;
- (d) if he resigns his office by notice in writing to the Board;
- (e) if he is removed from his office by the Members.

40. Should there be a casual vacancy in the office of a Director, then that vacancy may be filled:-

- (a) in the case of an Author Director – by appointment by the Board of another Author Member to be a Director;
- (b) in the case of a Publisher Director – by appointment by the Board of another Publisher Member to be a Director;
- (c) in the case of an Independent Director by appointment of another person by a majority of the rest of the Board.

Any person appointed to be a Director in accordance with paragraph (a), (b) and (c) of this Article 40 shall retire at the annual general meeting of the Company that the Director in whose place that person is appointed would have retired had that

Director not vacated their office and that person is eligible for re-election or re-appointment.

41. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. The Directors may also be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from meetings of the Company or in connection with the business of the Company.

### **POWERS AND DUTIES OF DIRECTORS**

42. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, indorsed, or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

44. A Director may contract with and be interested in any contract or proposed contract with the Company and shall not be liable to account for any profit made by him by reason of any such contract, provided that the nature of the interest of the Director in any such contract be declared at a meeting of the Board as required by section 156 of the Act.

45. (1) No Director shall vote as a Director in respect of any contract or arrangement in which he is interested, although he shall be counted in the quorum present at the meeting, but this prohibition shall not apply to any contract or arrangement with any other institution in which he is interested only as an officer of the Company.

(2) A Director may act by himself or his firm in any professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

46. The Directors may from time to time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period

and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities, and discretions vested in him.

### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

47. The quorum necessary for the transaction of the business of the Board may be fixed by the Directors, and unless so fixed shall be three (3) comprising at least one Author Director, one Publisher Director and one Independent Director.

48. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of Directors. It shall be necessary to give notice of any meeting of the Board to a Director who is out of Singapore.

49. The continuing Directors may act notwithstanding any vacancy in their body but so that if the number falls below the number necessary to form a quorum the Directors shall not except in emergencies or for the purpose of filling up vacancies or convening general meetings act so long as the number is below that number.

50. The Directors may elect a chairman and deputy chairman of their meetings and determine the periods for which they are respectively to hold office but if no chairman or deputy chairman is elected or if any meeting neither the chairman nor the deputy chairman is present at the time appointed for holding it the Directors present shall choose one of their number to be chairman of the meeting.

51. Subject to these Articles, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Board. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

52. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretion by or under the regulations of the Company for the time being vested in the Board generally.

53. The Board may delegate any of its powers to committees consisting of such persons as it thinks fit and any person so appointed need not be a Director or a member of the Company. Any committee so formed shall in the exercise of the power so delegated conform to any regulations imposed on it by the Board. The meetings and proceedings of such committee consisting of two or more members shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as they are applicable and so far as the same are not superceded by any regulations made by the Board.

54. All acts bona fide done by any meeting of the Directors or of any committee, or any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or a member of the committee.

55. The Directors shall cause proper minutes to be made of all proceedings of the meetings of the Company and of the Board and of committees appointed by the Board and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

56. A resolution in writing or copies thereof signed or approved by letter or telefax or other form of visible communication by all Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

#### **ALTERNATE DIRECTORS**

57. (1) Any Director may from time to time appoint any person approved by a majority of the Directors to be an alternate Director in his place during such period as he thinks fit.

(2) While such appointment continues the alternate Director shall be entitled to receive notice of meetings of the Directors and to attend and vote thereat and to exercise all the powers of the appointer in his place and he shall be deemed a Director for the purpose of constituting a quorum, affixing the seal, signing a resolution and for all other purposes (except as regards remuneration).

(3) A Director may at any time revoke the appointment of his alternate and if for any reason he ceases to be a Director then the person appointed by him shall thereupon cease to have any power or authority as alternate Director.

(4) An alternate Director shall look for his remuneration to the Director appointing him but shall be entitled to be reimbursed by the Company for all travelling and other expenses incurred by him in attending meetings of the Company or otherwise on the Company's business.

#### **CHIEF EXECUTIVE OFFICER**

58. The Board may, from time to time, appoint any person other than a Director or Member of the Company, to be the Chief Executive Officer of the Company. The

Board may fix, determine and vary the powers, duties and remuneration of any person so appointed.

59. The Chief Executive Officer shall be responsible to the Board, generally carry out the directions of the Board and report to the Board at such intervals as the Board may determine from time to time and may attend all meetings of the Board.

### **EXECUTIVE COMMITTEE**

60. There shall be a Executive Committee of the Company which shall consist of the Chairman of the Board and the Chief Executive Officer of the Company, and such other persons (if any) as may be appointed by the Board of Directors. Any such persons appointed by the Board may be removed and replaced by the Board.

61. (1) The Executive Committee shall, subject to the direction of the Board of Directors:

- (a) employ all such officers and other employees as it may consider necessary and determine their duties;
- (b) draw up salary and promotion schemes and other terms and conditions of the staff of the Company; and
- (c) deal with urgent administrative and budgetary questions.

(2) The Executive Committee may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

### **SECRETARY**

62. (1) The Company shall have a Secretary who shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit.

(2) Anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any Assistant Secretary, or if there is no such Assistant Secretary, by or to any officer of the Company authorised generally or specially in that behalf by the Board.

### **SEAL**

63. (1) The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and every instrument to which the Seal of the Company is affixed shall be signed by any two Directors, or by any

one Director and the Secretary, or by any one Director and any other person appointed by the Board for such purpose.

(2) The Company may have for use in any place outside Singapore an official seal which shall be a facsimile of the common seal of the Company with the addition on its face of the name of every place where it is to be used and the person affixing any such official seal shall in writing under his hand certify on the instrument to which it is affixed the date on which and the place at which it is affixed.

64. There shall be kept such minutes of meetings and proceedings of Members, Directors and managers of the Company and such registers as are required by the Act to be kept by the Company; and the Company shall comply with all the requirements of the Act relating to the same.

65. The Directors shall cause to be kept such accounting and other records and shall cause to be prepared from time to time such profit and loss account and balance sheet as are required by the Copyright Act and the Act; and every such profit and loss account and balance sheet shall be dealt with in accordance with the Copyright Act and the Act.

66. The Directors shall cause separate accounts and records to be kept in respect of :-

- (a) the receipt and expenditure of all Equitable Remuneration; and
- (b) the manner in which the entitlement of Members to Equitable Remuneration is determined and carried out;

and, in doing so, shall as far as possible, adopt a consistent practise in allocating receipts and expenditure to Accounting Periods.

67. The owner of any Copyright Material shall be permitted to inspect the records of the Company as they relate to that Copyright Material at such times and places and under such reasonable conditions or regulations that the Directors shall from time to time (subject to the provisions of the Act and the Copyright Act) determine. Provided that no Member (not being a Director of the Company) shall be entitled to require or receive any information concerning the business trading or customers of the Company or any trade secret or secret process of or used by the Company.

68. Moneys received by the Company on behalf of Members from all sources, other than Equitable Remuneration, shall be held as a separate fund to be applied as follows:



- (a) in payment to the Company of all expenses and other amounts properly chargeable by the Company;
- (b) if the Directors so determine, such amounts as the Directors may consider proper for such special purposes (including cultural and/or charitable purposes) as the Directors think fit not exceeding 1% of all such moneys received; and
- (c) any surplus then remaining shall be allocated and distributed to Members in accordance with a method of entitlement to be fixed from time to time by the Directors.

69. (1) The Company shall hold the following amounts as a separate fund in respect of each Accounting period:

- (a) Equitable Remuneration received during the Accounting Period;
- (b) Moneys carried forward from the ER Fund of the previous Accounting Period pursuant to Article 70(3);
- (c) Income derived during the Accounting Period from the investment of any of the moneys referred to in the preceding paragraphs of this Article.
- (d) Unclaimed Funds from previous Accounting Periods pursuant to Article 71(10).

70. (1) There shall be paid to the Company from the ER Fund as provided by Article 70(2) in respect of each Accounting Period the following amounts:

- (a) all proper and reasonable expenses of and incidental to the collection, allocation and distribution of Equitable Remuneration (including the repayment of any loan granted to the Company by any of the Founder Members and/or other parties) for that Accounting Period in excess of the amounts paid to the Company in the Previous Accounting Period pursuant to paragraph 70(1)(b);
- (b) except to the extent to which provisions made under paragraph 70(3)(a); such amounts as the Directors consider to be reasonable to meet the anticipated expenses of and incidental to the collection, allocation and distribution of Equitable Remuneration of future Accounting Periods; and
- (c) if the Directors so determine, such amounts as the Directors may consider proper for such special purposes (including cultural and/or charitable purposes) as the Directors think fit not exceeding 1% of the Equitable Remuneration received by the Company for the Accounting Period in respect of which the payment is made.

(2) Payments to the Company pursuant to Article 70(1) may be made first out of those parts of the ER Fund included pursuant to paragraph 69(1)(c) as determined by the Directors and, if such moneys are insufficient, the balance of the moneys shall be paid from the remainder of the ER Fund.

(3) The Directors may set aside from any specified part or parts of the ER Fund in any Accounting Period an amount they consider to be reasonable to be carried forward to the next Accounting Period to meet either or both of the following purposes:-

- (a) except to the extent to which provision is made under paragraph 70(1)(b), to meet the anticipated expenses of and incidental to the collection, allocation and distribution of Equitable Remuneration of future Accounting Periods where the Directors consider that the amount paid to the Company pursuant to paragraph 70(1)(b) is insufficient for that purpose; and
- (b) to allocate to Members who satisfy the Directors that they are entitled to a share of the Distributable Fund for the Accounting Period in which the amount carried forward was set aside but where no entitlement was established under the procedures undertaken by the Directors pursuant to Article 71(4).

(4) After payment of the amounts provided in Article 70(1) and carry forward of amounts provided in Article 70(3), the residue of the ER Fund shall be allocated, distributed or applied in accordance with Article 71.

(5) The declaration of the Directors supported by the certificate of the Auditors as to the amount of moneys received by the Company shall be conclusive and binding on all Members.

71. (1) Subject to the succeeding provisions of this Article 71, the Directors shall fix and determine not less than once in respect of each Accounting Period at times to be chosen by the Directors the entitlement of any person to a share of the Distributable Fund of that Accounting Period.

(2) Entitlements of persons to the Distributable Fund shall be determined in accordance with the scheme of allocation determined by the Directors in respect of each Accounting Period having regard to, but without limitation, the extent of copying of the relevant Copyright Material and the Company's obligations under arrangements with other copyright collecting societies, professional associations or similar bodies.

(3) Notwithstanding Article 71(2), the Directors of the Company must not make any binding arrangement, collateral to any scheme of allocation regarding

the future exercise of their discretion to make any determination under this Article 71.

(4) In exercising its powers under this Article 71, the Directors must take all reasonable steps to ensure that any person's entitlement to a share of the Distributable Fund is determined equitably and accurately. The Directors shall be entitled to consider all relevant matters in making its determination under this Article including, but without limitation, the extent to which copying of relevant Copyright Material has occurred under the Statutory Licences as disclosed by:

- (a) records of copying;
- (b) the results of independently conducted sampling;
- (c) such other information obtained by the Company designed to ascertain the nature and extent of copying of relevant Copyright Material.

(5) The Directors may require from time to time each Member to submit to the Company relevant details of all Copyright Material in respect of which the Member is entitled to be a Member of the Company.

(6) Allocations of the Distributable Fund made by the Directors shall be conclusive and binding on all Members.

(7) The Directors shall distribute moneys allocated to Members, and such other persons as may be entitled to distributions pursuant to Article 9, in respect of any Accounting Period as soon as practicable after allocation of the Distributable Fund for that Accounting Period.

(8) Any scheme of distribution fixed by the Directors shall comply with the terms and conditions of any agreement in force from time to time between the Company and any Member.

(9) The Directors may require from each Member prior to distribution of moneys allocated pursuant to this Article 71:-

- (a) evidence of the entitlement of that Member to the Equitable Remuneration payable in respect of the Copyright Material; and
- (b) an indemnity in a form reasonably required by the Directors against any liability of the Company to any person with an interest in the Copyright Material in respect of which a share of the Distributable Fund is to be paid to the Member.

(10) At the end of each Accounting Period, any allocations of the Distributable Fund which have not been claimed (in respect of each Accounting Period, the “Unclaimed Funds”) will be entered into a separate fund in respect of each Accounting period.

- (a) Subject to Article 71(10)(b), the Unclaimed Funds for each Accounting Period shall, at the end of each Accounting Period, be carried forward to the next Accounting Period.
- (b) After any Unclaimed Funds have been unclaimed for the three Accounting Periods, the Unclaimed Funds shall at the end of the third Accounting Period either be:
  - a. Carried forward to the Distributable Fund for the next Accounting Period to be allocated, distributed, or applied in accordance with Article 71; and/or
  - b. Applied towards such special purposes (including cultural and/or charitable purposes and/or other purposes that benefit the publishing industry and CLASS Members) as the Directors think fit, provided that any amounts so applied shall not exceed 40% of the Unclaimed Funds.

## **AUTHENTICATION OF DOCUMENTS**

72. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors, and the books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office, the local manager and other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

73. A document purporting to be a copy of a resolution of the Directors or an extract from the minutes of a meeting of Directors which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

## **AUDITORS**

74. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act. Every Auditor of the Company shall have a right of access at all times to the accounting and other records of the Company and shall make his report as required by the Act.

75. Subject to the provisions of the Act all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

76. The Auditors shall be entitled to attend any General Meeting and to receive all monies of and other communications relating to any General Meeting to which any Member is entitled and to be heard at any General Meeting on any part of the business of the Meeting which concerns them as Auditors.

## **NOTICES**

77. (1) Any notice may be given by the Company to any Member in any of the following ways:-

- (a) by delivering the notice personally to him; or

- (b) by sending it by prepaid mail to him at his registered address in Singapore or where such address is outside Singapore by prepaid air-mail; or
- (c) by sending a cable or telex, or telefax containing the text of the notice to him at his registered address in Singapore or where such address is outside Singapore to such address or to any other address as might have been previously notified by the Member concerned to the Company.

(2) Any notice or other communication served under any of the provisions of these Articles on or by the Company or any officer of the Company may be tested or verified by telex or telefax or telephone or such other manner as may be convenient in the circumstances but the Company and its officers are under no obligation so to test or verify any such notice or communication.

78. Any Member with a registered address shall be entitled to have served upon him at such address any notice to which he is entitled under these Articles.

79. (1) Any notice given in conformity with Article 77 shall be deemed to have been given at any of the following times as may be appropriate:-

- (a) when it is delivered personally to the Member, at the time when it is so delivered;
- (b) when it is sent by prepaid mail to an address in Singapore or by prepaid airmail to an address outside Singapore, on the day following that on which the notice was put into the post;
- (c) when the notice is sent by cable or telex, or telefax on the day it is so sent.

(2) In proving such service or sending, it shall be sufficient to provide that the letter containing the notice or document was properly addressed and put into the post as prepaid letter or airmail letter as the case may be or that a telex or telefax was properly addressed and transmitted or that a cable was properly addressed and handed to the relevant authority for despatch.

80. Any notice on behalf of the Company or of the Directors shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company whether such signature is printed or written.

81. When a given number of days' notice or notice extending over any other period is required to be given the day of service shall, unless it is otherwise provided or required by these Articles or by the Act, be not counted in such number of days or period.

82. (1) Notice of every General Meeting shall be given in manner hereinbefore authorised to:-

- (a) every Member;
- (b) every person entitled to a share in consequence of the death or bankruptcy or otherwise of a Member who but for the same would be entitled to receive notice of the Meeting; and
- (c) the Auditor for the time being of the Company.

(2) No other person shall be entitled to receive notices of General Meetings.

83. The provisions of Articles 77, 79, 80 and 81 shall apply mutatis mutandis to notices of meetings of Directors or any committee of Directors.

84. Every director, managing director, agent, auditor, secretary, and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

#### **WINDING UP**

85. In the event of and upon the winding up of the Company, whether voluntarily or otherwise, at any time, the assets of the Company (other than the rights vested in or controlled by the Company pursuant to these Articles) and any sums distributable shall, in so far as they are available for the purpose, be apportioned among the persons who are Members at the date of such winding up in the proportions in which such Members received distributions from the Company in respect of the end of the Accounting Period immediately prior to such winding up; and the rights (if any) vested in the Company by any Member, or controlled by the Company by virtue of his membership, shall revert to such Member or his personal representative.

#### **STATUTORY LICENCES**

86. As regards the receipt and allocation of Equitable Remuneration the following provisions shall have effect notwithstanding anything to the contrary in these Articles; namely:

- (a) Accounting Periods shall be determined, in accordance with these Articles, by the Company for accounting purposes. No such period such extend beyond 30 June in any year;
- (b) a consistent practice shall be followed with regard to attributing the receipts and expenditure of the Company to a particular Accounting Period;
- (c) the Company shall exercise reasonable diligence in the collection of amounts of Equitable Remuneration, having regard to the expenses likely to be incurred in the collection of such amounts;
- (d) the total amount of any gifts for cultural or benevolent purposes made by the Company in respect of any Accounting Period shall be an amount not exceeding such percentage of the total amount of Equitable Remuneration received by the Company in respect of that period as is specified in Article 70(1)(c);
- (e) the administrative costs and other outgoings of the Company paid by the Company out of the amounts of Equitable Remuneration collected by it shall be reasonable;
- (f) the Distributable Fund, in respect of each Accounting Period of the Company, shall be allocated in accordance with a scheme of allocation (in this Article called “the scheme”) that:
  - (i) is determined in accordance with these Articles; and
  - (ii) includes criteria for allocation that are specified in Article 71; and
  - (iii) provides for the allocation of potential shares in the Distributable Fund to qualified persons;
- (g) in relation to each potential share in the Distributable Fund allocated in accordance with the scheme of the Company, an amount representing that potential share:
  - (i) where the qualified person to whom that share was allocated be distributed as soon as is reasonably possible after the allocation, to that qualified person; or is, at the time of the allocation, a Member of the Company shall be distributed as soon as is reasonably possible after the allocation, to that qualified person; or



- (h) a Member of the Company, including a Member who is a relevant copyright owner or the agent of a relevant copyright owner, shall be entitled to reasonable access to the records of the Company;
- (i) the Company shall not distribute dividends to its Members.

In this Article:

**“Distributable Fund”**, in relation to an Accounting Period of the Company means the amount of Equitable Remuneration received by the Company that is :

- (i) attributable to that period (in accordance with the practice of the Company); or
- (ii) otherwise available for distribution;

after the payment or reservation, out of that amount, of:

- (iii) amounts attributable to that period, including:
  - (1) gifts made by the Company; and
  - (2) administrative costs and other outgoings of the Company;  
and
- (iv) amounts to be carried forward, in accordance with Article 70(3), to the next Accounting Period;

**“potential share”** in relation to a Distributable Fund, means a share in the amount comprising that Fund in relation to which share the distribution of an amount representing that share will take place in the circumstances referred to in subparagraph (g)(i) or (ii);

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**Names, addresses and descriptions of subscribers**

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Dated this 23rd day of September 1999.

Witness to the above signatures:-

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