

Copyright Licensing and Administration Society of Singapore

MEMBERSHIP POLICY

Last updated on 22 April 2024

1. GENERAL

- 1.1 This membership policy may only be amended by a general meeting of CLASS members.
- 1.2 Any amendment is void to the extent that it is inconsistent with the Copyright (Collective Management Organisations) Regulations 2023 (“**the Regulations**”).

2. MEMBERSHIP CRITERIA

- 2.1 The following persons shall be entitled to be a CLASS member (“**Member**”):
- (i) the owner of any of the following exclusive rights in relation to a literary, dramatic or artistic work, excluding any literary work subsisting in printed music, in which copyright subsists under the Copyright Act 2021 as may be amended from time to time (a “**Work**”), namely:
 - (a) the right to reproduce the Work in any material form 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; or
 - (b) the right to communicate the Work to the public(collectively, “**Exclusive Rights**”).
 - (ii) the licensee or agent appointed in writing, executor, administrator, successor or assignee of any of the Exclusive Rights.
- 2.2 CLASS’s membership shall comprise the following categories of members:
- (i) any author of a Work, being the owner, or the licensee or agent appointed in writing, executor, administrator, successor or assignee of any of the Exclusive Rights (“**Author Member**”); and
 - (ii) any publisher of a Work, being the owner, or the licensee or agent appointed in writing, executor, administrator, successor or assignee of such right, of any of the Exclusive Rights (“**Publisher Member**”).
- 2.3 CLASS shall not accept any person as a Member except in accordance with the criteria stipulated at paragraph 2.1 above.

3. MEMBERS’ RIGHT TO USE, AND WAIVE TARIFF COLLECTION FOR, OWN PORTFOLIO

- 3.1 A Member may continue to use and grant licences for the use of its Works which are managed by CLASS (the Member’s “**Portfolio**”), but only insofar as such use or licences granted by the Member is not inconsistent with the rights granted to CLASS pursuant to its membership agreement with CLASS (“**Membership Agreement**”).
- 3.2 Any use by a Member of any Work in its Portfolio pursuant to paragraph 3.1 shall be in addition to any other use of such Work permitted under the Membership Agreement.
- 3.3 CLASS may not, in any circumstances, waive the collection of tariffs for the use of a Member’s Portfolio, except with the Member’s prior written consent.

4. MEMBERS' RIGHT TO VARY OR TERMINATE GRANT OF RIGHTS TO CLASS

4.1 Subject to paragraph 4.3, a Member has the right to vary or terminate the rights granted to CLASS in respect of all or part of its Portfolio by giving to CLASS at least three (3) months' and not more than nine (9) months' prior written notice.

4.2 The notice given by the Member to CLASS pursuant to paragraph 4.1 shall specify:

- (i) the title of the Work(s) in its Portfolio in respect of which the written notice is given (the "Affected Work(s)");
- (ii) whether the rights granted to CLASS are to be varied (and, if so, in what manner) or terminated;
- (iii) the effective date of the variation or termination (the "Effective Date"); and
- (iv) the Member's contact information.

4.3 If CLASS has validly given permission to a user to use any Affected Work, such permission remains valid and binding on the Member notwithstanding any written notice given under paragraph 4.1 above, until:

- (i) 18 months after the Effective Date;
- (ii) the permission given by CLASS to the user, being limited in duration, expires; or
- (iii) the permission given by CLASS to the user is superseded by fresh permission given by the Member to the user after the Effective Date,

whichever is the earliest.

4.4 Within 14 days after the date of its receipt of a written notice given under paragraph 4.1 above, CLASS shall send a written notice to every user who on the Effective Date had, has or will have valid permission from CLASS to use any Affected Work, specifying:

- (i) the Affected Work(s);
- (ii) the duration of the permission previously given by CLASS to the user in relation to the Affected Work(s);
- (iii) whether such permission has been varied (and, if so, in what manner) or terminated;
- (iv) the date on which the variation or termination will take effect; and
- (v) the contact information of the Member provided to CLASS pursuant to paragraph 4.2(iv) above.

5. MEMBERS' RIGHT TO INFORMATION

5.1 A Member can request information from CLASS in relation to this Membership Policy, CLASS's Distribution Policy, CLASS's Dispute Resolution Policy, its Membership Agreement with CLASS, or any other matter within CLASS's purview, by writing to the following email address, specifying the information sought and the reason for the request:

[\[info@class-singapore.com\]](mailto:info@class-singapore.com).

5.2 In response to any request for information duly submitted in accordance with paragraph 5.1 above, CLASS will endeavour to provide the requested information within twenty-one (21) days of receipt of the request, unless it is of the view that the request is frivolous, vexatious,

unreasonable, or otherwise an abuse of the information request procedure, in which case it will inform the Member, within the same time period, of its decision and that it will not be furnishing a response.

- 5.3 A Member can request to inspect CLASS's financial records (excluding records that relate specifically to other Members' portfolios) once every financial year by writing to the email address set out in paragraph 5.1 above, and paying an administration fee of SGD30.
- 5.4 CLASS must inform each Member about the following matters:
- (i) an amendment to the CLASS Membership Policy;
 - (ii) an amendment to the CLASS Distribution Policy;
 - (iii) an amendment to the CLASS Dispute Resolution Policy;
 - (iv) change to key officers of CLASS;
 - (v) changes to the constitutional documents of CLASS;
 - (vi) a financial penalty imposed on CLASS or any of its officers;
 - (vii) a regulatory direction made against CLASS or any of its officers;
 - (viii) a cessation order made against CLASS; and
 - (ix) the outcome of any reconsideration application or appeal relating to a financial penalty, regulatory direction or cessation order made against CLASS or any of its officers.

6. PROCEDURE FOR GENERAL MEETINGS OF MEMBERS

- 6.1 CLASS shall hold an annual general meeting of Members every financial year ("**Annual General Meeting**" or "**AGM**").
- 6.2 Apart from AGMs, any other general meeting of Members "**Extraordinary General Meeting**" or "**EGM**"):
- (i) shall be convened by CLASS's secretary within twenty-one (21) days upon the receipt of a requisition in writing signed by not less than three Members; and
 - (ii) may be convened by the Chairman of CLASS's board of directors whenever he thinks fit.
- 6.3 An AGM shall be convened by giving Members at least twenty-one (21) days' notice in writing; and an EGM shall be convened by giving Members at least fourteen (14) days' notice in writing, provided that notwithstanding any AGM or EGM shall be deemed to have been duly convened if all the Members having the right to attend and vote at the meeting agree that this is the case, notwithstanding that the meeting may have been called by shorter notice than that specified in this paragraph 6.3.
- 6.4 The notice of a general meeting of Members shall:
- (i) be exclusive of both the day on which it is served or deemed to be served and the day for which it is given;
 - (ii) specify the place, day and hour of meeting and in case of special business, the general nature of the business;
 - (iii) if a meeting is convened to consider a special resolution, specify the intention to propose the resolution as a special resolution;

- (iv) be given to every Member in any manner authorised by the memorandum and articles of association of CLASS, as may be amended from time to time (the “Articles”), except that any accidental omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to receive such notice shall not invalidate any resolution passed or proceedings at any meeting.

6.5 No business shall be transacted at a general meeting of Members unless a quorum of Members is present in person, by remote means or by proxy, at the time the meeting proceeds to business. Except as otherwise provided in the Articles, the quorum shall be four (4) Members of CLASS who are registered as at the date of the meeting, consisting of at least two (2) Author Members and two (2) Publisher Members.

6.6 Every Member shall have the right to vote at a general meeting of Members.

6.7 The procedure for general meetings of Members set out under this paragraph 6 may be amended by a general meeting of Members and not otherwise.

7. CLASS’S RIGHT TO TERMINATE A MEMBER’S MEMBERSHIP

7.1 CLASS has the right to terminate a Member’s membership with CLASS by giving the Member at least 6 months’ prior written notice.

7.2 CLASS has the right at any time terminate a Member’s membership with CLASS 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 CLASS’s Articles and this Membership Policy.

7.3 In the event that a Member’s membership is terminated by CLASS in accordance with paragraph 7.1 above, if CLASS has validly given permission to any user(s) to use works in the Member’s Portfolio, CLASS shall be entitled to continue to license the Member’s Portfolio to the user(s) until:

- (i) the permission given by CLASS to each user expires; or
- (ii) 3 years,

whichever is shorter.

8. DEROGATION OF THE CLASS MEMBERSHIP AGREEMENT FROM THIS POLICY

8.1 The CLASS Membership Agreement may derogate from this membership policy in respect of any matter:

- (i) for which provision is not required under Division 3 of the Regulations; and
- (ii) that this membership policy expressly specifies is subject to derogation.