



The Copyright Licensing & Administration Society of Singapore Limited (Company Registration Number: 199905791E)  
1 Wallich Street #14-01 Guoco Tower Singapore 078881. Tel: 64033972 Email: info@class-singapore.com

## MEMBERSHIP APPLICATION FORM (FOR NEW MEMBERS)

### For Individuals

Full Name: .....

NRIC/Passport No.: .....

Address: .....

.....

Contact Number: .....

Email: .....

(Please kindly fill up details required in Annex A)

### For Companies / Businesses

Name: .....

Registration No.: .....

Place of Registration: .....

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

Registered Address: .....

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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 license to sub-license the rights to Copy and Communicate my/our\* Copyright Material under the Statutory License Scheme and Non-Statutory License 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:

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By (if applicable):

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

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

Title (if applicable):

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

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Date:

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## MEMBERSHIP AGREEMENT

### 1. DEFINITIONS AND INTERPRETATION

“Act” and “Singapore Copyright Act” means the Copyright Act 2021 as may be amended from time to time;

“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;

“CMO Regulations” means the Copyright (Collective Management Organisations) Regulations 2023;

“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;

“Dispute Resolution Policy” means CLASS’s policy governing CLASS’s dispute resolution process, established in accordance with the requirements of the CMO Regulations;

“Distribution Policy” means CLASS’s policy governing the distribution of license fees collected on behalf of its members, established in accordance with the requirements of the CMO Regulations;

“Licensee” means a CLASS licensee under the License Schemes;

“License Schemes” means the Statutory License Scheme and Non-Statutory License Schemes;

“Non-Statutory License Schemes” means the license schemes administered by CLASS from time to time, for Licensees which are not eligible for the Statutory License Scheme, not including the Statutory License Scheme;

“Member” means the applicant;

“Membership Policy” means CLASS’s policy governing CLASS’s dealings with its members, established in accordance with the requirements of the CMO Regulations;

“Regulations” and “Singapore Copyright Regulations” means the Copyright Regulations 2021, as may be amended from time to time;

"Statutory License Scheme" means the license scheme in section 198 of the Singapore Copyright Act.

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.

## **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 License Scheme, give notice under Regulation 11 of the Singapore Copyright Regulations to inspect Licensee's records and declarations;
- (b) negotiate and agree to terms (including the license fee for each of the License Schemes); and
- (c) collect the license fee for each of the License Schemes.

## **3. GRANT OF RIGHTS TO CLASS**

3.1 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 to the Public the Copyright Material in accordance with the applicable License Scheme, and to authorise foreign reproduction rights organisations to license such rights to persons in their respective territories.

3.2 On the Member's request, CLASS will make available to the Member a copy of the template license agreement for each of the License Schemes.

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

- 4.1 The Member may use and grant licenses for the use of its Copyright Material, but only insofar as such use or licenses granted by the Member is not inconsistent with the rights granted to CLASS pursuant to this Agreement.
- 4.2 The Member may notify CLASS in writing that it wishes to vary or terminate the rights granted to CLASS in respect of any or all of its Copyright Material, where the effective date of such variation or termination shall be at least three (3) months and not more than nine (9) months from the date of receipt by CLASS of the written notice.
- 4.3 Any notice given pursuant to clause 4.2 shall specify:
- (a) the title of the Work(s) in its Portfolio in respect of which the written notice is given (the "Affected Work(s)");
  - (b) whether the rights granted to CLASS are to be varied (and, if so, in what manner) or terminated;
  - (c) the effective date of the variation or termination; and
  - (d) the Member's contact information.
- 4.4 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 clause 4.2, until:
- (a) 18 months after the effective date of the variation or termination referred to in clause 4.3(c);
  - (b) the permission given by CLASS to the user, being limited in duration, expires; or
  - (c) 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.
- 4.5 Notwithstanding any variation or termination of the rights granted to CLASS pursuant to clause 4.2, subject to clause 4.3, the Member shall have a right to continue to receive a distribution of license fees from the licensing of Affected Work(s) pursuant to clause 4.4, in accordance with the Distribution Policy.

#### 5. [RESERVED]

#### 6. REMUNERATION

- 6.1 Subject to clause 6.3, CLASS will notify the Member of any license fees allocated by CLASS to the Member in accordance with the Distribution Policy.
- 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.

- 6.3 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 be entitled to reallocate the monies in accordance with its Distribution Policy.

## **7. REPRESENTATIONS, WARRANTIES, INDEMNITIES AND WAIVER**

7.1 The Member represents and warrants that:

- (a) it is eligible under the Articles and the Membership Policy 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 warranties and indemnities given in clauses 7.1 and 7.2 respectively will extend for the benefit of Licensees and their respective authorised users.

7.4 The Member waives any claim of copyright infringement the Member may have against any Licensee, and any authorised user of any Licensee, in relation to any act done under a license granted under the applicable License Scheme.

## **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:

(a) by the Member in accordance with clause 4.2; or

(b) by CLASS giving the Member at least 6 months' prior written notice.

8.2 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 this Agreement is terminated by CLASS in accordance with clause 8.1(b), CLASS may continue to license the Copyright Material for:

(a) the term of any license in existence at the date of that termination or notification and granted under any relevant License Scheme; or

(b) 3 years,

whichever is shorter.

8.4 The Member shall have a right to receive a distribution of license fees from the licensing of the Copyright Material pursuant to clause 8.3, in accordance with the Distribution Policy.

8.5 Clauses 4.3, 4.4, 4.5, 6, 7, 8.3, 8.4, 8.5, 9 and 10 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 dealt with and resolved in accordance with the Dispute Resolution Policy.

## **11. GENERAL**

11.1 This Membership Agreement is subject to the terms of the Membership Policy, Distribution Policy and Dispute Resolution Policy (collectively, the "CLASS Policies"). In the event that this Agreement

conflicts or is inconsistent with the CLASS Policies, the CLASS Policies will supersede and prevail over this Agreement to the extent of any conflict or inconsistency.

- 11.2 No variation of this Membership Agreement shall be effective unless it is in writing and signed by CLASS and the Member (or the parties' authorized representatives).
- 11.3 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.4 Unless it expressly states otherwise, this Membership Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.





**SCHEDULE**

**The Copyright Licensing and Administration Society of Singapore Limited**

1 Wallich Street #14-01 (Guoco Tower), Singapore 078881  
Email: info@class-singapore.com Company Registration Number: 199905791E

**CONFIRMATION BY MEMBER**

**Name:**

**Address:**

**Works:**

*[List of works]*

**Member Ref. No.:**

**Distribution:**

**Date:**

**Notification No.:**

**TO: CLASS, The Copyright Licensing and Administration Society of Singapore Limited**

This confirms:

1. We are a member of CLASS and are entitled to receive the tariffs for the use of the Works identified above ("Tariffs").
2. For each Work, we control the rights of:
  - (a) Reproduction; and
  - (b) Communication to the Public,as the owner, or the licensee or agent appointed in writing, executor, administrator, successor or assignee of any of the rights.
3. We undertake to review our contractual arrangements to determine whether any person (including but not limited to the Author) is entitled to a share of the Tariffs, to notify CLASS if that is the case, and to pay any such person(s) their rightful share of the Tariffs after receipt of the distribution from CLASS.
4. We agree to indemnify CLASS against any and all liabilities, costs and expenses (including full legal costs) suffered or incurred by CLASS arising out of or in connection with any claim made against CLASS by a third party for any or all of the Tariffs that has been paid to us.

**Signed by:**

Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Amount: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_ Bank Code: \_\_\_\_\_

Bank Name & Address: \_\_\_\_\_

BIC/IBAN: \_\_\_\_\_

Bank Swift code: \_\_\_\_\_

**NOTES:**

- (1) THE IRAS HAS ADVISED THAT ALL TARIFFS RECEIVED BY YOU ARE SUBJECT TO TAX
- (2) PLEASE RETURN ONE SET OF THIS NOTIFICATION TO CLASS FOR PROCESSING OF PAYMENT

## Annex A

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Please kindly list down examples of your published works:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_