

Umbrella License Application

Please contact an MPLC Licensing Representative at +852 3596 5857 or online at www.mplc.hk for a license fee quote before submitting your application. Send the completed application to the address or fax below.

Name of Organization ("LICENSEE")

Contact Name

Position

Facility Address 1

Facility Address 2

Mailing Address 1 (if different than above)

Mailing Address 2

Telephone

Fax

Email Address

License Fee

Start Date (MM/DD/YYYY)

I herewith request an MPLC Umbrella License, subject to the Terms and Conditions provided herein.

Signature

Position

Payment Enclosed (payable to Motion Picture Licensing Company (Hong Kong) Limited)

Send Invoice (fee due in 30 days)

Bill Credit Card: Visa MasterCard AMEX Discover

Card Number

Expiration Date

CVV

Cardholder Signature

Cardholder Name

Motion Picture Licensing Company (Hong Kong) Limited
Unit D, 11/F, Eton Building, 288 Des Voeux Road Central, Sheung Wan, Hong Kong
Phone: +852 3596 5857 Fax: +852 3996 7574 www.mplc.hk

MPLC 1000HKE-03111802

Terms and Conditions

1. Purpose. Motion Picture Licensing Company (Hong Kong) Limited ("MPLC") grants licensee ("LICENSEE") a non-exclusive license ("License") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
2. Law. MPLC warrants and represents that it has secured the appropriate rights, under articles 22, 27 and 200 of Hong Kong's Copyright Ordinance (Cap. 528) to grant this license.
3. Term. "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless canceled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the Term is referred to herein as a "Contract Year." If LICENSEE does not timely notify MPLC of intent to terminate, the Agreement will remain in effect for the entire Contract Year, and LICENSEE will be responsible for the entire annual fee due to MPLC hereunder. No refunds or credits will be made by MPLC in the event of early termination by LICENSEE.
4. Rights. The public performances authorized by the Agreement shall take place at the premise(s) identified in the Application or as LICENSEE otherwise notifies, and shall be via any means including but not limited to DVD, streaming and download. The sole purpose of such performances is to entertain and/or educate authorized viewers and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience. The exhibition cannot be used to endorse any goods or services. Works are defined as films and other audiovisual programs to which MPLC has received the rights to license under the parameters set forth herein.
5. Fee. The agreed license fee for the first Contract Year of the Agreement is specified on the Application, which amount is payable to MPLC. Subsequent Contract Years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to the Agreement. On an annual basis, or upon request by MPLC, LICENSEE shall furnish MPLC with the information MPLC may require to determine the license fee for subsequent Contract Years. The license fee for each subsequent Contract Year shall be due and payable no later than the commencement date of the applicable Contract Year.
6. Restrictions. The specific titles which may be publicly performed by LICENSEE under the Agreement are works produced and/or distributed by MPLC affiliated licensor companies only. MPLC represents that it or its rightholders may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of the Agreement, MPLC may send LICENSEE at any time during the term of the Agreement binding notices that certain titles cannot be or may no longer be publicly performed under the Agreement. Such notices shall be binding and effective upon LICENSEE when received.
7. Legally Obtained Works Only. LICENSEE may publicly perform only legally obtained titles covered by the Agreement. The responsibility for obtaining the works is that of LICENSEE, and that the costs of acquiring such media are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.
8. No Other Rights. LICENSEE may not unlawfully duplicate, edit or otherwise modify the works obtained for public performance purposes under the Agreement. Any and all rights not granted to LICENSEE in the Agreement are expressly reserved to MPLC and/or its motion picture licensors.
9. Separate Fees. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the works covered by the Agreement are solely LICENSEE's responsibility and are not the responsibility of MPLC.
10. Assignment. The Agreement may not be assigned by LICENSEE, without the prior written consent of MPLC, except that LICENSEE shall (a) assign the Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of LICENSEE under this Agreement. This Agreement may be assigned by MPLC.
11. Notice. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified as listed on the Application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
12. Termination. MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate the Agreement on account of any breach by LICENSEE of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by MPLC or by LICENSEE of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of the Agreement. If any part of the Agreement shall be determined unenforceable, the remainder of the Agreement shall remain in full force and effect.
13. Legal Fees. In the event MPLC engages an attorney to enforce its rights under the Agreement by virtue of the breach on the part of LICENSEE, of any term of the Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by MPLC.
14. Guarantees. LICENSEE guarantees that the information provided by LICENSEE is true, correct and complete in all respects. The Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its Terms and Conditions which may be updated by MPLC. In the event that any signature is delivered by facsimile or e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
15. Warranty. To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by MPLC, MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
16. Jurisdiction. The Agreement contains the full and complete agreement between MPLC and LICENSEE and shall be construed in accordance with the laws of Hong Kong.

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MPLC

Motion Picture Licensing Company
(Hong Kong) Limited

The Umbrella License



The Copyright Compliance Solution
for Motion Pictures & Other Audiovisual Programs



Why Do We Need a License?

The Simple Solution

Questions and Answers

Today, audiences can access motion pictures and other audiovisual programs at the touch of a screen and in a variety of formats, such as DVDs, downloads, and streaming services. Regardless of the delivery method, these programs are intended for personal, private use only and require a license when shown in public.

Hong Kong Copyright's Ordinance (Cap. 528), came into effect in June 1997 and has been reviewed and revised from time to time to coincide with new technology. Prior to the advent of videocassettes, motion pictures and other audiovisual programs were not readily available for purchase or rental.

Noncompliance with the Copyright Ordinance is considered copyright infringement and carries significant penalties, remediable by way of damages, injunctions, and accountings.

your
solution
MPLC

MPLC was founded in 1986 to make motion picture public performance easy to understand, accessible, and affordable. The result is the Umbrella License, MPLC's proprietary public performance blanket license, a comprehensive copyright compliance solution.

Benefits

- Public performance rights from over 1,000 motion picture studios and producers.
- Unlimited showings are allowed without any reporting requirements.
- One license fee based on intended use.

Global Reach

- More than 500,000 locations licensed in over 35 countries.
- The largest corporations and smallest nonprofit organizations benefit from the Umbrella License.

Guidelines

- Exhibitions must be free of charge.
- Motion picture titles, characters, and studio names cannot be advertised to the general public.
- Motion picture studios and producers vary according to the intended use.

Compliance

- Contact MPLC for a license fee quote and producer list.
- Complete and submit the Umbrella License application.
- A Certificate of License will be issued upon receipt of a completed application.
- Begin showing motion pictures and other audiovisual programs immediately.

Q We show movies and TV shows that we have purchased or rented on DVD or through an online streaming service subscription. Do we still need a license to view or show it in public?

A Yes. The location requires a license regardless of who owns the content. While you may have rented, borrowed, or purchased an audiovisual program, you are only granted the right to view it for personal, private use, not to perform it in public.

Q We don't charge admission. Do we still need a license?

A Yes. A license is required regardless of whether an admission fee is charged. In fact, the Umbrella License only covers situations where admission is not charged.

Q We're a nonprofit organization. Do we still need a license?

A Yes. Under Hong Kong's Copyright Ordinance, a public performance license is generally required for both nonprofit and for-profit organizations, except for certain limited and narrowly prescribed conditions.

Q Does a preschool or a child care center qualify for a "face-to-face" teaching exemption?

A No. The educational exemption is narrowly defined and applies to nonprofit academic institutions that only utilize films in instruction, not when the program is used for entertainment purposes.

Q We're not open to the general public. Do we still need a license?

A Yes. Performances in 'semipublic' places such as clubs, lodges, factories, summer camps, and schools are 'public performances' subject to compliance with the Copyright Ordinance.

Q We rent out our facility to other groups. Can we be liable for copyright infringement?

A Yes. The facility owner who permits the use of the facility for copyright infringement can be held liable as a secondary infringer.