



# APPLICATION FORM 2019

Nurseries, Kindergartens, Primary Schools,  
Secondary Schools, Institutions & Universities

To apply for the Umbrella License®, please complete the shaded areas of the application below.

Status:	New Licensee
Client Reference:	EDBEEHK

Motion Picture Licensing Company (Hong Kong) Limited  
 Attention: Licensing Team 1  
 Unit D, 11/F., Eton Building  
 288 Des Voeux Road Central  
 Sheung Wan, Hong Kong

Date:

Telephone:

Email:

Student Number – please tick and fill where appropriate

	<u>Criteria</u>	<u>Annual Fee (HKD)</u>	<u>Discounted Fee (HKD)</u>	<u>Check</u> √
Nursery & Childcare – Tier 1	Up to 100 children	7,500	6,000	<input type="checkbox"/>
Nursery & Childcare – Tier 2	More than 100 children	12,000	9,600	<input type="checkbox"/>
Kindergarten – Tier 1	Up to 100 students	7,500	6,000	<input type="checkbox"/>
Kindergarten – Tier 2	More than 100 students	12,000	9,600	<input type="checkbox"/>
Primary / Secondary Schools – Tier 1	Up to 500 students	24,000	19,200	<input type="checkbox"/>
Primary / Secondary Schools – Tier 2	501 – 1,000 students	45,000	36,000	<input type="checkbox"/>
Primary / Secondary Schools – Tier 3	More than 1,000 students	57,000	45,600	<input type="checkbox"/>
University / Institutions – Tier 1	Up to 1,000 students	42,000	33,600	<input type="checkbox"/>
University / Institutions – Tier 2	1,001 – 5,000 students	135,000	108,000	<input type="checkbox"/>
University / Institutions – Tier 3	5,001 – 20,000 students	240,000	192,000	<input type="checkbox"/>
University / Institutions – Tier 4	More than 20,000 students	337,000	269,600	<input type="checkbox"/>

Note: This discount offer will valid until August 31, 2020.

I hereby request and agree to the MPLC Umbrella License, subject to the terms and conditions provided online at [www.mplc.com.hk](http://www.mplc.com.hk) or upon registration.

Name:

Signature & Chop:

Title:

Date:

Please return your completed form by email ([info@mplc.hk](mailto:info@mplc.hk)) or by fax (+852 39967574)

*\*If you do not want or need a license, we'd like to stop writing to you. Please let us know by calling +852 3596 5857*

*NB: MPLC may use this information for its lawful business purposes, which includes working with copyright owners, government representatives, and other industry associations to prevent unauthorized public performances on behalf of the film and TV industry.*

# 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 right holders 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. Acknowledgments. LICENSEE grants LICENSOR the non-exclusive right, upon its election, to reproduce and reference LICENSEE's company name and logo, as well as an endorsement testimonial of not more than thirty (30) words, strictly in connection with LICENSOR'S marketing materials and presentations. LICENSEE shall, whenever feasible, acknowledge LICENSOR's services in connection with the public performances authorized by the Agreement.
17. 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.