

THIS AGREEMENT is made on the                      day of                      2023

**BETWEEN**

1. Licensor :     THE HONG KONG REPROGRAPHIC RIGHTS LICENSING SOCIETY LIMITED, a limited liability company incorporated under the laws of Hong Kong of Unit D, 15/F, E-Trade Plaza, 24 Lee Chung Street, Chai Wan, Hong Kong; and
2. Licensees :   Particulars of the Licensees are described in Schedule I.

**WHEREAS**

The Licensor, as agent for the copyright owners of the Licensed Materials for Photocopying and Licensed Materials for Scanning, is authorized to grant a non-exclusive, non-sublicenseable (subject to the terms herein), irrevocable and non-transferrable licence to make Paper Copies and/or Scan Copies and the Licensees have agreed to enter into this Licence Agreement upon the terms and conditions herein. The Licensees have each given a Letter of Authorization to Subsidized Primary Schools Council to authorize one of its members to enter into this Licence Agreement on behalf of the Licensees.

**IT IS HEREBY AGREED THAT:**

**1. Definitions**

- 1.1 In this Licence Agreement (including the Schedules), the following expressions shall have the following meanings except when the context otherwise requires:

“Academic Year”	means the period of 12 months commencing on the Annual Day.
“Annual Day”	means 1 September each year.
“Authorized Persons”	has the meaning as ascribed in Clause 2.2 of this Licence Agreement.
“Commencement Date”	means 1 September 2023.
“Confidential Information”	means any and all information (whether delivered or communicated orally, in writing, in pictorial form,

electronically, in document form or otherwise in or through any other form), disclosed by or on behalf of a disclosing party to a recipient party, or which are obtained by the recipient party in connection with this Licence Agreement, which is designated as secret, proprietary, commercially sensitive or confidential or which given its nature or the circumstances surrounding its disclosure should be considered as such.

- “Course” means a whole course of study or any subject, programme, module or other similar descriptions in relation to a course of study provided by any of the Licensees.
- “Course Pack” means a compilation (whether bound or loose-leaf) of four or more Paper Copies and/or Scan Copies from one or more Licensed Materials for Photocopying and/or Licensed Materials for Scanning which is intended to provide students with a compilation of materials designed to support the teaching of a Course.
- “Government” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.
- “Hong Kong” means the Hong Kong Special Administrative Region, the People’s Republic of China.
- “Illustrations” means any and all charts, graphs, diagrams, drawings, cartoons, still images, photographs and pictures accompanying other works and included for illustrative purposes.
- “Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or

unregistered and including applications for the grant of any such rights.

- “Licence Fee” means the fee payable by each of the Licensees to the Licensor pursuant to Clause 4 and as set out in Schedule III in this Licence Agreement.
- “Licensed Machines” means any machine or equipment used for making Paper Copies and/or Scan Copies in the Licensed Premises.
- “Licensed Materials for Photocopying” means the materials described in Schedule II(A) subject to such exclusions as are defined therein.
- “Licensed Materials for Scanning” means the materials described in Schedule II(B) subject to such exclusions as are defined therein.
- “Licensed Premises” means the premises within Hong Kong owned, leased or used by any of the Licensees and as amended from time to time.
- “Licensee(s)” means each of the entities named in Schedule I that has provided a Letter of Authorization. Each licensee is acting in its individual capacity and not in partnership with any other licensee. The term Licensee(s) may refer to licensees individually and as a group depending on the context.
- “Paper Copies” means in relation to the whole or a substantial part of the Licensed Materials for Photocopying, reprographic or duplicated reproductions in hardcopy form pursuant to and in accordance with the terms and conditions of this Licence Agreement, and, in relation to the whole or a substantial part of the Licensed Materials for Scanning, paper printouts of Scan Copies made pursuant to and in accordance with the terms and conditions of this Licence Agreement. For the avoidance of doubt, this does not include copies in electronic or digital format.
- “Published Works” means all literary, musical, dramatic, or artistic work, or a part of such copyright works in printed form, of which copies have been issued, released or communicated to the

public whether in the form of a book, magazine, newspaper, journal, periodical or otherwise.

- “Scan Copies” means in relation to the whole or a substantial part of the Licensed Materials for Scanning, electronic copies in the form of digital dumb copies or digital bitmap copies pursuant to and in accordance with the terms of this Licence Agreement.
- “Secure Authentication” means access to Scan Copies placed on, uploaded to, made available and / or communicated via a network (whether public or private and including both the internet and the intranet of the Licensees), an online application and / or a website by a process of authentication which, at the time of login, identifies each user whether by user name or password or by some other equally secure method and which identifies the user’s status as being any of the Authorized Persons.
- “Subsidized Primary Schools Council” means a body of persons which is composed of representatives of the subsidized primary schools as recognized from time to time by the Permanent Secretary for Education and registered under the Societies Ordinance (Cap 151).
- “Term” means a period of five (5) years from the Commencement Date (inclusive).
- “Textbook” means a book written in accordance with any curriculum guide and/or syllabus issued by the Hong Kong Curriculum Development Council.

- 1.2 The clause headings in this Licence Agreement are for convenient reference only and shall be disregarded in construing this Licence Agreement.
- 1.3 In this Licence Agreement, words connoting the singular include the plural and vice versa; and references to a person include body corporate or unincorporated and the person’s executor, administrators, successors-in-title and assigns.

- 1.4 Reference to this Licence Agreement or any other agreement shall be deemed to include a reference to all schedules and annexure thereto, and shall also include such agreement as amended, varied or supplemented from time to time.

## **2. Licence Restrictions and Obligations**

- 2.1 In consideration of the payment obligations and subject to the terms and conditions herein, the Licensor hereby grants to each of the Licensees a non-exclusive, non-sublicensable (subject to Clause 2.2 below), irrevocable and non-transferrable licence to (and to permit Authorized Persons to) make, distribute, circulate and/or provide multiple Paper Copies and/or to (and permit Authorized Persons to) make, scan, distribute, make available and/or communicate multiple Scan Copies in accordance with the terms of this Licence Agreement using the Licensed Machines in its own Licensed Premises during the Term.
- 2.2 Each of the Licensees may authorise its own employees, teaching and other staff (whether temporary or permanent), and students to make and/or communicate Paper Copies and/or Scan Copies provided that such copying and/or scanning complies with the terms of this Licence Agreement. Each of the Licensees must ensure that all Paper Copies and/or Scan Copies are made by:
- (a) its teachers; and/or
  - (b) its employees and/or staff (other than teachers) upon instruction by its teachers; and/or
  - (c) its students upon instruction by its teachers,
- (collectively, “Authorized Persons”).
- 2.3 The Licensed Materials for Photocopying are subject to such exclusions as defined in Schedule II(A) of this Licence Agreement. The Licensed Materials for Scanning are subject to such exclusions as defined in Schedule II(B) of this Licence Agreement. The Licensor shall be entitled to notify the Licensees of the exclusion list and additions to the exclusion list by giving a written notice to Subsidized Primary Schools Council, being the agent of all the Licensees, in January and July of each year during the Term. The exclusion list and additions to the exclusion list shall not take effect until one month after written notification to Subsidized Primary Schools Council.
- 2.4 Further conditions applying to Scan Copies:
- (a) In relation to the making of Scan Copies by scanning the Published Works, each of

the Licensees shall, prior to making and/or authorizing the making of Scan Copies by scanning, satisfy itself that scanning is the most practical method, or identify whether it has subscribed to a digital version of the Published Works in question under a licence which permits the making of multiple copies for students or whether the digital version is available as Scan Copies and, if so, to use that digital version instead of creating Scan Copies by scanning;

- (b) Each of the Licensees shall not edit, amend, alter, modify, manipulate or otherwise add to or delete from the Scan Copies, nor shall it authorize the same. All Scan Copies made shall be unaltered copies of the work (or the part of the work) copied;
- (c) Each of the Licensees shall permanently delete, as soon as practicable, from the hard drives of all its central and local servers, networks, cloud computing or storage systems, any and all Scan Copies which may be stored there upon written notice from the Licensor that the copyright owner of the Licensed Materials has reasonable grounds to believe that the Licensed Materials for Scanning contained in the Scan Copies is, or may be, infringing the copyright of the copyright owner, defamatory, obscene or otherwise unlawful;
- (d) The Scan Copies shall not be uploaded to, placed on, made available and/or communicated via any website, internet, online application or be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website or online application in such a way otherwise than by Secure Authentication. Furthermore, the Scan Copies shall not be stored in open resources (such as, but not limited to electronic reserves, digital libraries or institutional repositories) to the extent that they are accessible to members of the public who are not Authorized Persons; and
- (e) Subject to Clause 2.4(c) above, the Scan Copies may be stored on a server, or be systematically indexed, solely for the purposes of, and for the duration of, the Course for which the Scan Copies were made and intended to be used and shall, in any event, be permanently deleted at the end of the Academic Year in which the Scan Copies were made.

2.5 Subject to compliance by the Licensees with all the terms and conditions contained in this Licence Agreement, section 168 of the Copyright Ordinance (Chapter 528) shall apply and the Licensor shall indemnify the Licensees against any costs and liability for infringement under the said Ordinance deriving from doing or authorizing an act restricted by the

copyright in a work in circumstances falling within the apparent scope of this Licence Agreement in accordance with the said section. The provisions of this Clause 2.5 shall survive the termination or expiration of this Licence Agreement and shall continue in full force and effect notwithstanding such termination or expiration.

- 2.6 Each of the Licensees shall give immediate written notice to the Licensor and in any event within ten (10) business days of its becoming aware of any allegation of infringement or of any claim that may give rise to the indemnity given under Clause 2.5 being called into effect. No Licensees shall settle or compromise any such allegation or claim or make any comment or admission to or give any response to or offer payment or indemnity to any third party in respect thereof without the prior written approval of the Licensor. The Licensor shall take over all actions in response to any such allegation or claim, negotiations for settlement, as well as any proceeding arising from such allegation or claim.
- 2.7 Each of the Licensees shall be permitted under the terms of this Licence Agreement to make multiple Paper Copies and/or Scan Copies in Hong Kong subject to the following:
- (a) The Licensor acknowledges that the “Guidelines for Photocopying of Printed Works by Not-for-profit Educational Establishments” (“Guidelines”), the contents of which the Licensor has agreed to, permits not-for-profit educational establishments to make Paper Copies of Published Works subject to the limits set out therein (“Limits”). For the purpose of this Licence Agreement, each of the Licensees shall observe and comply with the following limits, which have already taken the Limits into account, when making Paper Copies:
    - (i) subject to the limits set out in Clauses 2.7(a)(ii) to (iii) below, each of the persons, to which the Licensees are allowed to provide Paper Copies pursuant to Clause 2.7(d) of this Licence Agreement, may receive no more than one (1) Paper Copy with respect to the same Licensed Materials for Photocopying;
    - (ii) in any one Academic Year in relation to the same Course, except for Textbooks, the following limits shall apply:
      - A) each of the Licensees may copy no more than one (1) complete article of any length from any one (1) periodical;
      - B) with respect to a poem, each of the Licensees shall not copy more than 250 words and this word limit may be extended to allow the completion of an unfinished line of the poem; provided that if there are more than one poems included in the same Licensed Materials for Photocopying, each of

the Licensees shall not copy more than ten percent (10%) of the number of pages of the Licensed Materials for Photocopying and this limit may be extended to allow a complete page to be copied;

- C) with respect to a story, fictional writing or an essay, each of the Licensees shall not copy more than 2,500 words and this word limit may be extended to allow the completion of an unfinished paragraph of the story, fictional writing or essay; provided that if there are more than one stories, fictional writing or essays included in the same Licensed Materials for Photocopying, each of the Licensees shall not copy more than ten percent (10%) of the number of pages of the Licensed Materials for Photocopying and this limit may be extended to allow a complete page to be copied;
- D) with respect to an artistic work, including an Illustration, each of the Licensees may copy the complete work; provided that if there are more than one artistic works included in the same Licensed Materials for Photocopying, each of the Licensees shall not copy more than ten percent (10%) of the number of pages of the Licensed Materials for Photocopying and this limit may be extended to allow one complete artistic work to be copied;
- E) with respect to a musical work in printed form, each of the Licensees shall not copy more than ten percent (10%) of the number of pages of the printed music items and this limit may be extended to allow a complete page to be copied; provided that if there are more than one musical works included in the same Licensed Materials for Photocopying, each of the Licensees shall not copy more than ten percent (10%) of the number of pages of the Licensed Materials for Photocopying and this limit may be extended to allow a complete page to be copied; and
- F) with respect to any other work (“Other Work”), each of the Licensees shall not copy more than ten percent (10%) of the number of pages of the work and this limit may be extended to allow a complete page to be copied; provided that if there are more than one Other Works included in the same Licensed Materials for Photocopying, each of the Licensees shall not copy more than ten percent (10%) of the number of pages of the Licensed Materials for Photocopying and this limit may be extended to allow a complete page to be copied;



- (iii) with respect to Textbooks, each of the Licensees shall not, in any one Academic Year:
  - A) copy from more than three (3) Textbooks in relation to the same Course; and
  - B) with respect to each Textbook, copy more than five percent (5%) of the number of pages of the Textbook.

The limits set out in this Clause 2.7(a)(iii) shall apply to the Licensees regardless of the rights offered by or requirements imposed by the Guidelines.

The limits set out in Clauses 2.7(a)(i) to (iii) above may be altered in any manner and at any time during the Term by mutual agreement in writing between the parties. The Licensees shall appoint Subsidized Primary Schools Council as their agent to negotiate the terms of any agreement in relation to alterations to the limits set out in Clauses 2.7(a)(i) to (iii). The revised limits shall take effect three (3) months after the date of the written mutual agreement.

The limits set out in Clauses 2.7(a)(i) to (iii) above shall not apply to the making of physical printouts of Scan Copies.

- (b) Each of the Licensees shall also observe and comply with the limits set out in Clause 2.7(a) above when making Scan Copies, as if references to “Paper Copy” or “Paper Copies” are references to “Scan Copy” or “Scan Copies” respectively, and references to “provide” also include “make available” and “communicate”.
- (c) Except as expressly permitted under Clause 2.7(d) of this Licence Agreement, Paper Copies and/or Scan Copies shall in no circumstances be made, distributed, disseminated and/or communicated for the purposes of or in the course of any trade or business or any other profit or non-profit making activity which is prejudicial to the owner of the copyright.
- (d) Subject to the terms of this Licence Agreement, each of the Licensees may:
  - (i) circulate or provide Paper Copies and/or circulate, communicate via any mode of electronic transmission or provide Scan Copies it made to the Authorized Persons for the educational purposes of the Licensees, in particular, the purpose of instruction, teaching, learning, discussion or classroom use (inclusive of distance learning and real-time online learning) in relation to any Courses provided by that Licensee;

- (ii) circulate, or provide Paper Copies it made to teachers participating in sharing sessions or workshops for the purpose of sharing teaching and learning experiences, provided that the Licensees shall within fifteen (15) days of the date of any such sharing session or workshop provide a written statement to the Licensor giving particulars of the Paper Copies made by the Licensees for the purpose of the sharing session or workshop. The statement must show the date of making the Paper Copies, the name of the author, the name of the publisher, the title of the Licensed Materials for Photocopying, the publication year, the ISBN or ISSN, the page numbers of the pages copied, the quantity of Paper Copies made, the total number of pages of the Licensed Materials for Photocopying, and the total number of teachers participated; and/or
  - (iii) circulate or provide Paper Copies it made to parents or guardians of any of its students participating in any function carried out by that Licensees, provided that the Licensees shall within fifteen (15) days of the date of any such function provide a written statement to the Licensor giving particulars of the Paper Copies made by the Licensees for the purpose of the function. The statement must show the date of making the Paper Copies, the name of the author, the name of the publisher, the title of the Licensed Materials for Photocopying, the publication year, the ISBN or ISSN, the page numbers of the pages copied, the quantity of Paper Copies made, the total number of pages of the Licensed Materials for Photocopying, and the total number of parents and guardians participated.
- (e) Each of the Licensees must direct its students to purchase books, Textbooks and Published Works which are used as primary or principal teaching materials or on a regular basis in any Course provided by that Licensee. No Paper Copies and/or Scan Copies shall be used to substitute the purchase of such books, Textbooks and Published Works. No Paper Copies and/or Scan Copies shall be used as primary or principal teaching materials or on a regular basis in any Course provided by that Licensee.
- (f) No Paper Copies and/or Scan Copies shall be made and/or used under this Licence Agreement for preparation of a Course Pack.
- 2.8 Any of the Licensees may apply in writing to the Licensor for consent to make Paper Copies and/or Scan Copies exceeding the limits as set out under Clause 2.7. The Licensor shall make all reasonable efforts to consider all such applications for consent submitted by the

Licensees within ten (10) business days after their submission. The relevant copyright owners of the Licensed Materials for Photocopying and/or Licensed Materials for Scanning shall have the absolute discretion in deciding: (a) whether to grant the permission to the Licensees; and (b) as to the appropriate fee with respect to the permission. The Licensees shall not make Paper Copies and/or Scan Copies in excess of the limits set out in Clause 2.7 without prior written approval from the Licensor.

- 2.9 The Licensees agree to clearly exhibit on each of the Licensed Machines a notice with the following words or such other words as the Licensor and the Licensees may mutually agree, which are reasonably visible in terms of the font size and contrast/colour:

“This machine is licensed by THE HONG KONG REPROGRAPHIC RIGHTS LICENSING SOCIETY LIMITED for the copying and/or scanning of licensed copyright materials.”

- 2.10 The Licensees agree to exhibit on each Paper Copy and/or Scan Copy either of the following notices or such other words as the Licensor and the Licensees may mutually agree, on the front of the title page, which are reasonably visible in terms of the font size and contrast/colour:

“This material was reproduced under the terms of a licence granted by THE HONG KONG REPROGRAPHIC RIGHTS LICENSING SOCIETY LIMITED. No further copying permitted.”

or

“這資料根據一份由香港書刊版權授權協會有限公司所允許的特許的條款複製，不准再行複製。”

- 2.11 Each of the Licensees shall co-operate with the Licensor in educational programmes designed to propagate among the school management, employees, consultants, teaching or other staff and students (as appropriate) of the Licensees an awareness of, and respect for, laws relating to the protection of intellectual property.
- 2.12 Each of the Licensees authorizes the Licensor to conduct one sample survey of the usage of the Licensed Machines for making Paper Copies and/or Scan Copies at any time during the Term. The measures and methodology used in the sample survey shall be designed by the Licensor and mutually agreed by both parties. The costs for the sample survey shall be borne by the Licensor. The Licensees shall, without any charge to the Licensor, appoint an appropriate member of staff to work with the Licensor’s designated survey team and to

provide the necessary support and convenience for efficiency and effectiveness of the process of the survey.

- 2.13 The Licensor shall have the right upon giving reasonable written notice to the Licensees to access, enter and stay at the premises of the Licensees during normal working hours to review the implementation of the Licence Agreement by the Licensees and its compliance with the terms of the Licence Agreement and to inspect the procedures being used by them during the Term.

### **3. Assurances and Undertakings**

- 3.1 Nothing herein shall be deemed, intended or implied to constitute a sale, transfer or assignment of the Licensed Materials for Photocopying and/or Licensed Materials for Scanning to the Licensees and no rights, title and interests (whether legal or beneficial) are conveyed hereunder to the Licensees except the rights as expressly provided for under the terms of this Licence Agreement.

- 3.2 The Licensor warrants, represents and undertakes to the Licensees that:-

- (a) the Licensor is a limited liability company duly incorporated, validly existing and in good standing under the laws of Hong Kong;
- (b) the Licensor has full capacity, power and authority to enter into this Licence Agreement and to perform all its obligations hereunder including without limitation the grant of licence referred to in Clause 2 upon the terms and conditions of this Licence Agreement;
- (c) the exercise of any rights by the Licensees and the Authorized Persons and successors-in-title of any of the rights granted under this Licence Agreement will not infringe any Intellectual Property Rights of any person;
- (d) the Licensor shall comply with all applicable laws in performing its obligations and exercising its rights granted under this Licence Agreement; and
- (e) in the event that the Licensor becomes aware of any information which might affect its ability to give the warranties, representations and undertakings set out above, it shall promptly notify the Licensees in writing.

The provisions of this Clause 3.2 shall survive the completion, termination or expiration of this Licence Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion, termination or expiration.

#### **4. Payment**

- 4.1 Subject to the Licensor's compliance with the terms and conditions of this Licence Agreement, each of the Licensees shall pay (through the Government) to the Licensor the Licence Fee, calculated as shown in Schedule III and constituting the consideration payable in respect of this Licence Agreement.
- 4.2 The Licence Fee shall be paid to the Licensor as provided for in Schedule III. The Licence Fee for each year for the period from 1 September 2023 to 31 August 2028 shall be adjusted in accordance with the year-on-year rate of the change in the Composite Consumer Price Index (which is compiled by the Census and Statistics Department) in June of that year and rounded to the nearest dollar.

#### **5. Commencement and Termination**

- 5.1 This Licence Agreement shall commence on the Commencement Date and expire at the end of the Term unless terminated earlier pursuant to the terms of this Licence Agreement.
- 5.2 This Licence Agreement will terminate in relation to a Licensee upon occurrence of any of the following events:
- (a) by three months' written notice given by:
    - (i) the Licensor to Subsidized Primary Schools Council acting as the agent of all the Licensees; or
    - (ii) Subsidized Primary Schools Council, acting as the agent of all the Licensees, to the Licensor.
  - (b) by immediate written notice given by the Licensor to the Licensee, copied to Subsidized Primary Schools Council acting as the agent of all the Licensees, that it is in material breach of any terms or conditions of this Licence Agreement where such material breach is, in the opinion of the Licensor, incapable of being remedied.
  - (c) by immediate written notice given by the Licensor to the Licensee, copied to Subsidized Primary Schools Council acting as the agent of all the Licensees, that it is in material breach of any terms or conditions of this Licence Agreement for the first time since its commencement where such material breach is, in the opinion of the Licensor, capable of being remedied but that Licensee fails to remedy such material

breach within fifteen (15) calendar days after receipt from the Licensor of a written notice of such material breach.

- (d) by immediate written notice given by the Licensor to the Licensee, copied to Subsidized Primary Schools Council acting as the agent of all the Licensees, that it is in material breach of any terms or conditions of this Licence Agreement for the second time or the subsequent times since its commencement (the “Subsequent Material Breach(es)”) notwithstanding that such material breach is capable of being remedied in the opinion of the Licensor. For the avoidance of doubt, any remedy of the Subsequent Material Breach(es) by that Licensee at any time shall not prejudice the right of the Licensor to terminate this Licence Agreement in relation to that Licensee immediately under this clause 5.2(d).
- (e) by immediate written notice given by the Licensee to the Licensor, that it is in material breach of any terms or conditions of this Licence Agreement where such material breach is, in the opinion of the Licensee, incapable of being remedied.
- (f) if any petition or action has been taken or legal proceedings have been commenced for that Licensee’s winding up or bankruptcy or if that Licensee has become insolvent or made any arrangements or composition with its creditors or has a receiver or manager appointed or has entered into liquidation or bankruptcy (other than a voluntary liquidation for the purpose of reconstruction or amalgamation), or enters into a scheme of restructuring or amalgamation or for whatever reason ceases or is unable to carry on its business.

5.3 In the event of any early termination of this Licence Agreement in relation to a Licensee under Clause 5.2:

- (a) the Licensor shall make a pro-rata refund of the Licence Fee on a daily basis to the Government; and
- (b) the right and licence granted to that Licensee pursuant to this Licence Agreement shall immediately lapse. That Licensee shall thereupon cease to hold itself out as such and shall remove any representation to this effect.

5.4 Expiry or termination of this Licence Agreement for whatever reason shall be without prejudice to any accrued rights and liabilities of the Licensor and the Licensees.

5.5 Upon completion, expiration or termination of the Licence Agreement, the right and licence granted to the Licensees pursuant thereto shall immediately lapse. The Licensees shall

thereupon cease to hold themselves out as such and shall remove any representation to this effect.

- 5.6 Upon completion, expiration or termination of the Licence Agreement, each Licensee shall (i) immediately cease to communicate and/or make available any Scan Copies, and permanently delete, as soon as practicable, from the hard drives of all its central and local servers, networks, cloud computing or storage systems, any and all Scan Copies which may be stored thereupon; and (ii) permanently destroy and dispose of any Paper Copies in its control and/or possession.
- 5.7 At no less than one year before the expiry of the Term, the Licensor and the Licensees shall commence good-faith negotiations for a further licence for the Licensed Materials for Photocopying and/or Licensed Materials for Scanning after the Term. The Licensees shall appoint Subsidized Primary Schools Council as their agent to negotiate with the Licensor. If and when an agreement for such further licence is reached between the parties, the obligation under Clause 5.6 shall not apply upon completion or expiration of the Licence Agreement.

## **6. Severability**

- 6.1 It is agreed by both the Licensor and the Licensees that if any part or parts of this Licence Agreement is invalid, illegal, unenforceable or void for any reason, the validity, legality and enforceability of the remaining provisions hereof and any other rights or claims to damages, interlocutory relief or otherwise that the Licensor or the Licensees may have in relation thereto shall not be affected and remain in full force and effect.

## **7. Confidentiality**

- 7.1 Subject to Clause 7.2 of this Agreement, no party may disclose to any person without the prior written consent of the other party any Confidential Information in relation to the other party which is obtained in the course of the performance of this Licence Agreement.
- 7.2 The Licensor may use the Confidential Information of the Licensees to determine the amount of Licence Fee payable and whether any of the Licensees complies with the limits set out in Clause 2.7 of this Licence Agreement. For this purpose, the Licensor may disclose or distribute the Confidential Information of the Licensees to its auditors, agents, members or copyright owners of the Licensed Materials for Photocopying and/or Licensed Materials

for Scanning.

7.3 The obligation of Clause 7.1 of this Licence Agreement shall not apply to Confidential Information which is:

- (a) required to be disclosed by law or an order of a tribunal or court;
- (b) in the public domain other than by breach of the Licence Agreement or any other obligation of confidence owed to the other party or any third party;
- (c) disclosed to the party's professional advisers; or
- (d) necessary to be disclosed for the performance of the parties' duties and obligation under this Licence Agreement on a need-to-know basis.

7.4 The terms of this Clause 7 shall survive the termination or expiration of this Licence Agreement and shall continue in full force and effect notwithstanding such termination or expiration.

## **8. Assignment**

8.1 Save as otherwise provided in this Licence Agreement, the interests, rights, benefits and obligations hereunder shall not be assigned by either party (in whole or in part) without the prior written consent of the other.

## **9. Existing Rights**

9.1 Any rights of the Licensor expressly and explicitly set out under this Licence Agreement are without prejudice to any other right conferred on the Licensor by the Copyright Ordinance (Chapter 528) or existing at law.

9.2 Any rights of the Licensees expressly and explicitly set out under this Licence Agreement are without prejudice to any other right conferred on the Licensees by the Copyright Ordinance (Chapter 528) or existing at law.

## **10. Governing Law and Jurisdiction**

10.1 The Licensor and the Licensees irrevocably agree that this Licence Agreement shall be governed and interpreted in accordance with the laws of Hong Kong. The Licensor and the Licensees hereby submit to the exclusive jurisdiction of the Courts of Hong Kong, save as



specifically provided for in the Copyright Ordinance, to the Copyright Tribunal.

## **11. Miscellaneous**

- 11.1 This Licence Agreement, together with the Schedules attached hereto, constitute the entire agreement between the Licensor and the Licensees with respect to the subject matter hereof, and supersedes any prior expression of intent or understanding relating hereto.
- 11.2 This Licence Agreement may be varied or modified or amended in any manner and at any time by mutual agreement in writing signed by the authorised representatives of the parties.
- 11.3 All notices given by either party to any other party shall be in writing in English and shall be served by sending the same by prepaid post or by fax to the address or fax number of the other party as given in Schedule I or to such other address or fax number as that party may have previously notified to the party giving notice as its address or fax number for such service. The notice shall be deemed to have been received on:
- (a) the third (3<sup>rd</sup>) day after posting (if given by prepaid post); or
  - (b) the date of receipt as shown on any transmission report by the machine from which the notice was sent (if given by fax). The transmission report must indicate that the notice was sent in its entirety to the fax number of the other party.
- 11.4 Any person who is not a party to this Licence Agreement shall have no rights under the Contracts (Right of Third Parties) Ordinance (Cap 623) (“C(RTP)O”) to enforce any terms of this Licence Agreement, provided that the Government shall have the rights to enforce any terms of this Licence Agreement pursuant to Section 4 of C(RTP)O and this Clause does not affect a right or remedy of a third party (including the Government) that exists or is available apart from the said Ordinance.

IN WITNESS THEREFOR the parties hereto have executed this Licence Agreement the day and year first above written.

Signed by POON Chi Wai, Chairman )  
 )  
 )  
 )  
 )  
 )  
 for and on behalf of )  
 The Hong Kong Reprographic )  
 Rights Licensing Society Limited )

Witnessed by :

Name: Sharon WONG  
 Address: Unit D, 15/F, E-trade Plaza  
 24 Lee Chung Street  
 Chai Wan, Hong Kong  
 Post Title: Executive Director

Signed by VU Im Fan )  
 Chairperson of )  
 Subsidized Primary Schools Council )  
 )  
 )  
 for and on behalf of )  
 Licensees named in Schedule I )

Witnessed by :

Name:  
 Address:  
  
 Post Title:

SCHEDULE I

## PARTICULARS OF THE LICENSOR AND LICENSEES

The Licensor: The Hong Kong Reprographic Rights Licensing Society Limited  
Address: Unit D, 15/F, E-Trade Plaza  
24 Lee Chung Street, Chai Wan, Hong Kong  
Tel: (852) 2516 6268  
Fax: (852) 3105 1468  
Email: sharonwong@hkrrls.org.hk  
Contact Person: Dr Sharon WONG  
Post Title: Executive Director

**Schedule I – Particulars of the Licensees**  
**Subsidised Primary Schools (2023/24 s.y.)**

Name of Licensee:

*(Each Licensee must sign a Letter of Authorization in favour of Subsidized Primary Schools Council and all such Letters of Authorisation be attached to this Licence Agreement.)*

Address:

Tel:

Fax:

School code:

Contact person:

SCHEDULE II(A)

LICENSED MATERIALS FOR PHOTOCOPYING

All Published Works excluding:

- (a) those works (if any) listed in writing by the Licensor and issued to Subsidized Primary Schools Council, being the agent of all the Licensees, in January and July of each year during the Term pursuant to Clause 2.3 of this Licence Agreement. The exclusion list and additions to the exclusion list shall not take effect until one month after written notification to Subsidized Primary Schools Council; and
- (b) all the categories and works referred to in the attached list.

## **LIST OF EXCLUDED LICENSED MATERIALS FOR PHOTOCOPYING**

THIS LICENCE AGREEMENT DOES NOT COVER ANY OF THE FOLLOWING LISTED PUBLISHED WORKS:

- \* Published Works published outside the following territories: Hong Kong SAR, Argentina, Australia, Belgium, Canada, Colombia, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Ireland, Italy, Jamaica, Japan, Luxembourg, Mainland China, Malta, Mauritius, Mexico, Netherlands, New Zealand, Nigeria, Norway, Philippines, Quebec, Russian Federation, Singapore, Slovakia, South Africa, South Korea, Spain, Switzerland, Taiwan, Trinidad and Tobago, UK, USA, Vietnam and Zimbabwe. (In other words, Published Works published in named territories may be copied under this Licence Agreement.)
- \* Published Works without ISBN or ISSN (except that this Licence Agreement covers designated newspapers without ISBN or ISSN)
- \* Workbooks, work cards, exercise books, worksheets, assignment sheets, tests, examination papers, and other Published Works intended to be “consumable” or for one-time use
- \* Teachers’ resources, including instructors’ manuals, solutions manuals, test bank and teachers’ guides
- \* Instruction manuals
- \* Published Works containing a notice expressly prohibiting copying under the authorization of a licence from a reproduction rights organization
- \* Newspapers (except that this Licence Agreement covers newspapers published in Argentina, Australia, Belgium, Canada, Colombia, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Ireland, Jamaica, Japan, Luxembourg, Mainland China, Malta, Mauritius, Netherlands, Nigeria, Philippines, Quebec, Russian Federation, Singapore, Slovakia, South Africa, Spain, Switzerland, Taiwan, Trinidad and Tobago, UK, USA and Vietnam)
- \* Magazines (except that this Licence Agreement covers magazines published in Argentina, Australia, Belgium, Canada, Colombia, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Ireland, Jamaica, Japan, Luxembourg, Mainland China, Malta, Mauritius, Mexico, Netherlands, New Zealand, Nigeria, Philippines, Quebec, Russian Federation, Singapore, Slovakia, South Africa, South Korea, Spain, Switzerland, Taiwan, Trinidad and Tobago, UK, USA and Vietnam)
- \* Printed music including the words (except that this Licence Agreement covers printed music including the words published in Hong Kong SAR, Australia, Belgium, Denmark, Finland, Hungary, Iceland, Luxembourg, Mainland China, Malta, Nigeria, Norway, Philippines, Slovakia, South Korea, Switzerland, Taiwan, USA, Vietnam and Zimbabwe)
- \* Published Works listed hereunder:
  - All publications published by the City University of Hong Kong Press
  - All case studies published by Harvard Business School
  - Hong Kong Nursing Journal published by the College of Nursing, Hong Kong
  - All publications published by the National Comprehensive Cancer Network

SCHEDULE II(B)

LICENSED MATERIALS FOR SCANNING

All Published Works excluding:

- (a) those works (if any) listed in writing by the Licensor and issued to Subsidized Primary Schools Council, being the agent of all the Licensees, in January and July of each year during the Term pursuant to Clause 2.3 of this Licence Agreement. The exclusion list and additions to the exclusion list shall not take effect until one month after written notification to Subsidized Primary Schools Council; and
- (b) all the categories and works referred to in the attached list.

**LIST OF EXCLUDED LICENSED MATERIALS FOR SCANNING**

THIS LICENCE AGREEMENT DOES NOT COVER ANY OF THE FOLLOWING LISTED PUBLISHED WORKS:

- \* Published Works published outside the following territories: Hong Kong SAR, Australia, Canada, Denmark, Ireland, Jamaica, Japan, Mainland China, New Zealand, Quebec, Singapore, South Africa, South Korea, Spain, Switzerland, Taiwan, UK, USA and Zimbabwe. (In other words, Published Works published in named territories may be copied under this Licence Agreement.)
- \* Published Works without ISBN or ISSN (except that this Licence Agreement covers designated newspapers without ISBN or ISSN)
- \* Workbooks, work cards, exercise books, worksheets, assignment sheets, tests, examination papers, and other Published Works intended to be “consumable” or for one-time use
- \* Teachers’ resources, including instructors’ manuals, solutions manuals, test bank and teachers’ guides
- \* Instruction manuals
- \* Publications containing a notice expressly prohibiting copying under the authorization of a licence from a reproduction rights organization
- \* Newspapers (except that this Licence Agreement covers newspapers published in Canada, Denmark, Jamaica, Japan, Mainland China, Quebec, Singapore, South Africa, Spain, Switzerland, Taiwan and USA)
- \* Magazines (except that this Licence Agreement covers magazines published in Canada, Denmark, Ireland, Jamaica, Japan, Mainland China, New Zealand, Quebec, Singapore, South Africa, South Korea, Spain, Switzerland, Taiwan, UK and USA)
- \* Printed music including the words (except that this Licence Agreement covers printed music including the words published in Hong Kong SAR, Australia, Denmark, Mainland China, South Korea, Switzerland, Taiwan, USA and Zimbabwe)
- \* Published Works listed hereunder:
  - All publications published by the City University of Hong Kong Press
  - All case studies published by Harvard Business School
  - Hong Kong Nursing Journal published by the College of Nursing, Hong Kong
  - All publications published by the National Comprehensive Cancer Network



SCHEDULE III

## LICENCE FEE

- (1) Licence Fee for the period from 1 September 2023 to 31 August 2024:

Each Licensee at **HK\$5,550**

- (2) Licence Fee for the period from 1 September 2024 to 31 August 2025:

Each Licensee at a sum equivalent to the Licence Fee of (1) being adjusted in accordance with the year-on-year rate of the change in the Composite Consumer Price Index\* in June 2024 from the Census and Statistics Department and rounded to the nearest dollar

(For example, if the year-on-year rate in June 2024 is +2.5%, the Licence Fee payable by Each Licensee will be  $\text{HK\$}5,550 \times 102.5\% = \text{HK\$}5,689$  (rounded to the nearest dollar).)

- (3) Licence Fee for the period from 1 September 2025 to 31 August 2026:

Each Licensee at a sum equivalent to the Licence Fee of (2) being adjusted in accordance with the year-on-year rate of the change in the Composite Consumer Price Index\* in June 2025 from the Census and Statistics Department and rounded to the nearest dollar

- (4) Licence Fee for the period from 1 September 2026 to 31 August 2027:

Each Licensee at a sum equivalent to the Licence Fee of (3) being adjusted in accordance with the year-on-year rate of the change in the Composite Consumer Price Index\* in June 2026 from the Census and Statistics Department and rounded to the nearest dollar

- (5) Licence Fee for the period from 1 September 2027 to 31 August 2028:

Each Licensee at a sum equivalent to the Licence Fee of (4) being adjusted in accordance with the year-on-year rate of the change in the Composite Consumer Price Index\* in June 2027 from the Census and Statistics Department and rounded to the nearest dollar

The Licence Fee shall be paid in advance within 30 days of the Commencement Date and within 30 days of each and every following (or subsequent) Annual Day.

\* Remark: The Composite Consumer Price Index figures without netting out the effects of all Government's one-off relief measures are to be used.