

## **GUIDELINES FOR FSA FOR USE OF TRADEMARKS OWNED BY THE MCS FOUNDATION**

Maryknoll Convent School Foundation Limited (“**Foundation**”) is the legal owner of the trademarks set out in Appendix 1 of these guidelines (“**Foundation Trademarks**”). These Foundation Trademarks represent the reputation of our school, and the values, mission and vision our school stands for – and this makes them very valuable assets, which require protection. The Foundation therefore has a responsibility to ensure that these trademarks are only used in an appropriate and responsible manner consistent with our school’s educational philosophy.

In order to ensure that the Foundation Trademarks are properly used, the following guidelines must be complied with for any use of any Foundation Trademarks. Failure to comply with these guidelines amounts to a breach of the licence of use and constitutes an infringement of the Foundation Trademarks and may carry legal consequences.

### **1. Permitted party of Foundation Trademarks**

The Foundation will use its discretion to permit the use of the Foundation Trademarks by the Maryknoll Convent School Former Students' Association (“**FSA**”).

### **2. Application for the use of Foundation Trademarks**

- (a) An Applicant may apply, on behalf of the FSA, to the Council for approval to use any of the Foundation Trademarks by completing Appendix 2.
- (b) The use of Foundation Trademarks is limited only to the production of souvenirs and/or merchandise by the FSA for non-commercial use and distribution and/or sold within Maryknoll Convent School (Primary Section) school grounds and/or Maryknoll Convent School (Secondary Section) school grounds, or at events outside of the school grounds organized by the FSA.
- (c) When considering whether or not to approve any application, the Council will take into account all relevant matters which it deems appropriate, including without limitation whether the Applicant has demonstrated, in the Council’s opinion, proper use of the Foundation Trademark(s) for a cause that is related to and beneficial to the school.
- (d) The Foundation Trademarks may not be used to promote the following products: alcohol products, tobacco and other smoking-related products, lighters, drugs and controlled substances, products related to gambling or lotteries, underwear or other sexually suggestive items.
- (e) In addition, no approval will be given for the use of any Foundation Trademark on any souvenir or merchandise that does not meet minimum standards of quality and/or taste, are judged to be dangerous or carry high product liability risks. The Council shall have absolute discretion to decide what is/is not an acceptable use of the Foundation Trademarks.

### **3. Floral Pattern Trademark**

- (a) The Foundation has granted to the MCS Educational Trust the right to use, on an exclusive basis, the floral pattern trademark (item 6 in Appendix 1) solely for producing merchandise **for sale** in order to raise funds for the trust. This means the FSA will not be allowed to use the floral pattern trademark to produce and sell merchandise in exchange for money.

- (b) This, however, does not preclude the FSA from using the floral pattern trademark in circumstances other than producing and selling merchandise (“**Permitted Usages**”). Examples of Permitted Usages include using the floral pattern trademark to produce souvenirs that are given away free of charge (i.e. not for sale), or to produce an advertisement or brochure used in connection with a school function.

#### **4. Steps for applying for the use of Foundation Trademarks**

Step 1: Complete the Application Form set out in Appendix 2 of these guidelines.

Step 2: Submit the Application Form to the Trademark Committee Convenor (currently, Irene Li; email address [lisukkay@netvigator.com](mailto:lisukkay@netvigator.com); telephone number 9739 8835).

Step 3: Approval is granted, declined or granted with conditions by the Foundation.

Step 4: Production of souvenir and/or merchandise.

Step 5: Provide to Pat Ling (MCS Secondary Office) for her records: (i) two samples of the actual souvenir and/or merchandise produced (or a photo if the size is too big) and (ii) a copy of the purchase invoice of the souvenir and/or merchandise from the vendor.

#### **5. Confirmation and Undertaking by Applicant**

The Applicant confirms and undertakes that:

- (a) use of the Foundation Trademarks by the FSA shall in no way reduce or diminish the reputation, image and prestige of Maryknoll Convent School or the Foundation;
- (b) the Applicant shall and shall procure the FSA to comply with the standards and directions relating to use of the Foundation Trademarks as notified by the Council from time to time; and
- (c) the Applicant shall and shall procure the FSA to always comply with, and shall ensure that each act of use of any of the Foundation Trademarks is compliant with, all applicable laws, regulations, approvals and/or codes of practice relating to its activities in Hong Kong and other relevant jurisdiction(s).

The Applicant further acknowledges that, even if the Council approves the application, the Council’s approval shall be valid until:

- (a) the expiry of three years from the date of approval; and
- (b) the approved quantity of souvenir/merchandise under “Quantities to be produced” of Appendix 2 of these guidelines has been sold,

whichever is earlier.









If after three years from the date of approval, there is any remaining stock of souvenir/merchandise, they may not be sold unless a fresh approval is sought from the Foundation.

**6. Prior approval for the use of Foundation Trademarks**

Prior approval must be obtained for the use of any Foundation Trademark. In other words, approval must be sought prior to the production of any souvenir and/or merchandise incorporating a Foundation Trademark.

**(Guidelines version date: May 2018)**

**APPENDIX 1**  
**LIST OF TRADEMARKS OWNED BY THE FOUNDATION**

	<b>Trademark</b>	<b>Trade Mark No.</b>
1.	<p style="text-align: center;">A </p> <p style="text-align: center;">B </p>	300069930
2.		300069949
3.	<p style="text-align: center;">A MARYKNOLL CONVENT SCHOOL</p> <p style="text-align: center;">B Maryknoll Convent School</p> <p style="text-align: center;">C maryknoll convent school</p> <p style="text-align: center;">D </p>	300069958
4.	<p style="text-align: center;">A MCS</p> <p style="text-align: center;">B </p> <p style="text-align: center;">C </p>	300069967 and 302043927
5.		300109052
6.		302052684

**APPENDIX 2**  
**APPLICATION FORM FOR USE OF FOUNDATION TRADEMARKS BY THE FSA – FOR PRODUCTION OF**  
**SOUVENIR/MERCHANDISE**

**Part A: Particulars of Applicant**

Date of application:	
Name of Applicant:	
Contact details (telephone number and email) of Applicant:	
Title of Applicant in FSA:	

**Part B: Application<sup>1</sup>**

Which Foundation Trademark does this application relate to (please list the item no. in Appendix 1):	
Souvenir/merchandise to be produced:	
Design of souvenir/merchandise using the Foundation Trademark (please provide a prototype if available):	
Quantities to be produced:	
Unit cost of souvenir/merchandise:	
Party to finance the cost of the souvenir/merchandise:	
If applicable, proposed selling price and use of proceeds of products (*please consider donating part of your proceeds to MCS Educational Trust):	
Sales channel/location, target customers and promotion plan:	

I, \_\_\_\_\_(name of Applicant), hereby submit this application form for an on behalf of the FSA, and, in consideration of the Foundation granting a licence to the FSA to use the relevant Foundation Trademark(s), I undertake that we shall:

- (a) comply with all the matters in, including without limitation as set out in paragraphs 2 and 5 of, these Guidelines; and
- (b) be responsible for all costs and/or liabilities arising from the use of such trademark(s).

Signed by:

\_\_\_\_\_  
Applicant's name:

Date:

<sup>1</sup> Please use a separate page if necessary.

Approved/Declined/Approved with conditions as stated in the Special Approval Condition(s) below by:

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Name:

Trademark Committee Convenor  
on behalf of Maryknoll Convent School Foundation Limited

Date:

Special Approval Condition(s) (if any):

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Important note: this approval shall be valid until:

- (a) the expiry of three years from the date of approval (as stated above); and
- (b) the approved quantity of souvenir/merchandise under “Quantities to be produced” of this Application Form has been sold,

whichever is earlier.

If after three years from the date of approval, there is any remaining stock of souvenir/merchandise, they may not be sold unless a fresh approval is sought from the Foundation.

Approval Code: FSA\_\_\_\_\_