

GUIDELINES FOR ALUMNAE ORGANIZATIONS FOR USE OF TRADEMARKS OWNED BY 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 former student(s) (“**Alumna**” or “**Alumnae**”) who has or have completed at least one academic year of studies at Maryknoll Convent School (Primary Section) or Maryknoll Convent School (Secondary Section).

2. Application for the use of the “Maryknoll Convent School” or “MCS” as part of an alumnae organization’s name

- 2.1 An Alumna may apply to the Council for approval to use “Maryknoll Convent School” or “MCS” (“**School Name**”) as part of the name of an alumnae organization by completing Appendix 2. Once completed, the Application Form should be sent to the Trademark Committee Convenor (currently, **Irene Li**; email address **lisukkay@netvigator.com**; telephone number **9739 8835**).
- 2.2 The application will be reviewed and (if appropriate) approved by the Council on behalf of the Foundation. The Council only meets around once every three months, so please allow adequate time for the Council to process the application.
- 2.3 By submitting the application, the Applicant confirms and undertakes that:
 - (i) the alumnae organization is a non-profit organization;
 - (ii) the alumnae organization shall not engage in activities that are illegal or inconsistent with the School’s educational philosophy (for example, relating to gambling, alcohol, tobacco, immoral behaviour, etc.);
 - (iii) use of the School Name by the Applicant as the name of the organization shall in no way reduce or diminish the reputation, image and prestige of Maryknoll Convent School or the Foundation;
 - (iv) the Applicant shall and shall procure the alumnae organization to comply with the standards and directions relating to use of the School Name as notified by the Council from time to time;
 - (v) the Applicant shall and shall procure the alumnae organization to always comply with, and shall ensure that each act of use 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);
 - (vi) any activities organized by the Applicant or the alumnae organization that involve fund-raising must be approved in advance by the Council and (where deemed appropriate by the Council) MCS Educational Trust. Where any such activities are held within the

- school grounds, additional approval from the Incorporated Management Committee (IMC) of the relevant section of Maryknoll Convent School will be required; and
- (vii) she will immediately notify the Convenor of the Trademark Committee of the Council (“**Trademark Committee Convenor**”) if she is no longer a person authorized to act on behalf of the alumnae organization, and will:
- provide the Trademark Committee Convenor with the contact details (email and telephone number) of the new authorized person, and
 - procure the new authorized person to give confirmations and undertakings substantially similar to those set out in these Guidelines.

- 2.4 By submitting this application, the Applicant further agrees and acknowledges that:
- (i) the Foundation is the owner of the Foundation Trademarks and any goodwill derived from the use of any of the Foundation Trademarks, including the School Name, by the alumnae organization shall accrue to the Foundation (upon the Foundation’s request, the alumnae organization shall execute a confirmatory assignment of such goodwill); and
 - (ii) the Foundation shall not be liable to the alumnae organization for any loss or damages arising from its permitted use of the Foundation Trademarks, and the Applicant and alumnae organization shall jointly and severally indemnify the Foundation against all liabilities, loss and damages arising from any use of the Foundation Trademarks by the alumnae organization (or any claims arising from such use).
- 2.5 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 School Name for a cause that is related to and beneficial to the School.
- 2.6 The Applicant further acknowledges that, even if the Council approves the application:
- (i) it may, at any time, withdraw such approval, and the decision of the Council shall be final; and
 - (ii) subject to clause 2.6(i) above, the Council’s approval shall be valid for two years from the date of approval and the Applicant or the alumnae organization will have to renew such approval by re-submitting its application once every two years. Together with the renewal application, the Applicant is required to submit:
 - a report on the activities carried out by the alumnae organization in the past two years; and
 - if required by the Council, its financial accounts in the past two years.

3. Application for the use of Foundation Trademarks for production of souvenir and/or merchandise by an alumnae organization

- 3.1 An alumnae organization may apply to the Foundation for approval to use the Foundation trademarks for producing souvenir and/or merchandise by completing Appendix 3.
- 3.2 The use of Foundation Trademarks is limited only to the production of souvenirs and/or merchandise for non-commercial use and distribution (i) with the school’s permission, within the MCS Primary and MCS Secondary school grounds or at school functions outside the school grounds or (ii) at Alumnae reunions. Where such souvenirs and/or merchandise are exchanged for money or services that have to be paid for, the proceeds should go to the benefit of the Foundation, MCS Primary, MCS Secondary, Maryknoll Convent School Educational Trust or an entity that is approved by the Council.

3.3 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.

3.4 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.

3.5 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.

3.6 Floral Pattern Trademark

(i) In order to support the work of the Foundation and its operating expenses, the Foundation asks for your kind donation in the amount of HK\$5,000 ("Donation") if you wish to use our floral pattern trademark (item 6 in Appendix 1) for producing and/or selling merchandise and/or souvenirs, either in exchange for money or otherwise.

(ii) This, however, does not preclude an alumnae organization from using the floral pattern trademark in circumstances other than producing and/or selling merchandise and/or souvenirs, either in exchange for money or otherwise ("Permitted Usages"). One example of Permitted Usages is producing an advertisement or brochure used in connection with an alumnae reunion.

(iii) The Donation is payable immediately to the Foundation upon approval of the Applicant's application.

3.7 Steps for applying for the use of Foundation Trademarks

Step 1: Complete the Application Form set out in Part C, Appendix 3 of these guidelines.

Step 2: Submit the Application Form to the Trademark Committee Convenor (currently, **Irene Li**; email address 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.

3.8 Validity of approval

(i) An approval granted by the Council shall be valid until:

(a) the expiry of three years from the date of approval; or
(b) the approved quantity of souvenir/merchandise under "Quantities to be produced" of Appendix 3 of these guidelines ("Approved Quantity") has been sold,

whichever is earlier.

- (ii) If after three years from the date of approval (under clause 3.8(i)(a) above), there is any remaining stock of souvenir/merchandise, they may not be sold unless a separate approval is granted by the Foundation.
- (iii) For approvals relating to the floral pattern trademark:
 - (a) if after the Approved Quantity has been sold (under clause 3.8(i)(b) above), the Applicant wishes to produce more souvenir/merchandise using the same design or otherwise, the Applicant is required to make a new application, and a fresh Donation is payable upon the approval of such application; and
 - (b) if a separate approval is granted under clause 3.8(ii) above, there is no requirement to make a fresh Donation.

3.9 The Applicant confirms and undertakes that:

- (i) the use of the Foundation Trademarks by the Applicant shall in no way reduce or diminish the reputation, image and prestige of Maryknoll Convent School or the Foundation;
- (ii) the Applicant shall and shall procure the alumnae organization to comply with the conditions of the Council's approval, in particular those set out in clause 3.8 of these Guidelines;
- (iii) the Applicant shall and shall procure the alumnae organization to comply with the standards and directions relating to use of the Foundation Trademarks as notified by the Council from time to time; and
- (iv) the Applicant shall and shall procure the alumnae organization 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).

4. Prior approval for the use of Foundation Trademarks

Prior approval must be obtained for the use of any Foundation Trademark. For example, approval must be sought prior to the incorporation of the relevant alumnae organization name or production of any products incorporating a Foundation Trademark.

(Guidelines version date: October 2019)

APPENDIX 1
LIST OF TRADEMARKS OWNED BY THE FOUNDATION

Item No.	Trademark	Trade Mark No.
1.	 	300069930
2.		300069949
3.		300069958
4.	  	300069967 and 302043927
5.		300109052
6.		302052684

APPENDIX 2
APPLICATION FORM FOR USE OF SCHOOL NAME BY AN ALUMNAE ORGANIZATION –
FOR INCORPORATING INTO THE ALUMNAE ORGANIZATION’S NAME

Part A: Particulars of Applicant

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

Part B: Application

Proposed name of organization:	
Title of Applicant in proposed organization:	
Nature of proposed organization (e.g. choir, sports team, orchestra):	
Objective(s) of proposed organization:	
Plans and proposed activities of proposed organization in the next 2 years:	
Members of proposed organization (e.g. from one particular class (say, Class of 2000) or from different classes) and estimated number of members in the first year:	
Do you intend to collect (annual or otherwise) membership fees? If so, please indicate amount:	
Do you intend to have a logo for the organization? If so, please provide image of the design.	

I, _____ (name of Applicant), hereby submit this application form for and on behalf of _____ (name of alumnae organization), and, in consideration of the Foundation granting _____ (name of alumnae organization) a licence 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 2.3, 2.4, 2.6 and 4 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:

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

Name:

Trademark Committee Convenor
on behalf of Maryknoll Convent School Foundation Limited

Date:

Special Approval Condition(s) (if any):

Important note: this approval shall be valid for two years from the date of the approval (as stated above).

Approval Code: ALUM-ORG _____

APPENDIX 3
**APPLICATION FORM FOR USE OF FOUNDATION TRADEMARKS BY AN APPROVED ALUMNAE
 ORGANIZATION - FOR PRODUCTION OF SOUVENIR/ MERCHANDISE**

Part A: Particulars of Applicant

Date of application:	
Name of approved alumnae organization:	
Name of Applicant:	
Title of Applicant in the alumnae organization:	
Contact details (telephone number and email) of Applicant:	

Part B: Application¹

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 the Foundation):	
Sales channel/ location, target customers and promotion plan:	

I, _____ (name of Applicant), hereby submit this application form for and on behalf of _____ (name of alumnae organization), and, in consideration of the Foundation granting _____ (name of alumnae organization) a licence 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 clauses 3 and 4 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:

¹ Please use a separate page if necessary.

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

Name:

Trademark Committee Convenor
on behalf of Maryknoll Convent School Foundation Limited

Date:

Special Approval Condition(s) (if any):

Approval Code: ALUM-ORG _____