

## **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) 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.

- (b) This, however, does not preclude the FSA 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 a school event.
- (c) The Donation is payable immediately to the Foundation upon approval of the Applicant’s application.

#### **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. Validity of approval**

- (a) An approval granted by the Council shall be valid until:
  - (i) the expiry of three years from the date of approval; or
  - (ii) the approved quantity of souvenir/merchandise under “Quantities to be produced” of Appendix 2 of these guidelines (“**Approved Quantity**”) has been sold,

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

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

The Applicant confirms and undertakes that:





- (a) the 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 conditions of the Council's approval, in particular those set out in paragraph 5 (Validity of approval) of these Guidelines;
- (c) 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
- (d) 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).

**7. 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: October 2019)**

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

	<b>Trademark</b>	<b>Trade Mark No.</b>
1.	<p>A </p> <p>B </p>	300069930
2.		300069949
3.	<p>A MARYKNOLL CONVENT SCHOOL</p> <p>B Maryknoll Convent School</p> <p>C maryknoll convent school</p> <p>D </p>	300069958
4.	<p>A MCS</p> <p>B </p> <p>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 the Foundation):	
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 (Application for use of Foundation Trademarks) and 6 (Confirmation and undertaking by Applicant) 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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Approval Code: FSA\_\_\_\_\_