

Licence

To: The Government of the Hong Kong Special Administrative Region (the “Government”)

Re: Development of the Hung Hom Urban Park

1. I/We refer to the Invitation to the Market Sounding Exercise for the Development of the Urban Park at Hung Hom Harbourfront (the “**Project**”) issued by the Government acting through the Development Bureau (the “**DEVB**”) dated 22nd January, 2019. (the “**Invitation**”).
2. Unless otherwise defined herein, terms and expressions which are defined in the Invitation have the same respective meanings where used in this Licence.
3. In consideration of the Government agreeing in the Invitation to pay HK\$1.00 to me/us upon demand, I/we hereby undertake, acknowledge and agree to the terms set out below.
4. I/We hereby give consent to the Government preparing records in writing and/or making video and/or audio recordings (the “**Records and Recordings**”) of any meetings I/we hold with the Government in connection with the Invitation or the Project (the “**Meetings**”) to record the proceedings of the Meetings including ideas, views and suggestions obtained from me/us or through discussion with the Government at the Meetings.
5. I/We hereby grant to the Government a freely transferable, royalty free, irrevocable, worldwide, perpetual and sub-licensable licence to use, adopt (including making any adaptations within the meaning of the Copyright Ordinance (Cap. 528) (the “**CO**”) and modify the submissions submitted by me/us in response to the Invitation or in relation to the Project and all other documents and materials contained in or submitted to the Government in connection with the Invitation, Project or Meetings (the “**Submissions**”) and all compilations of data, or information, inventions, methods, processes, practices, formulae and other information obtained from me/us in the Meetings whether or not recorded in the Records and Recordings (“**Information**”) and all Intellectual Property Rights subsisting in the Submissions, Records and Recordings and Information for all purposes in respect of or in connection with any public consultation and any subsequent tender or procurement in any way as the Government deems fit, including adapting or modifying the Submissions or Information or incorporating all or any part of the Submissions or Information with other documents, materials, data, inventions, methods, processes, practices, formulae or information, whether in relation to this Project or otherwise (the “**Purposes**”), on the terms and conditions of this Licence. In addition, the Government is entitled:

- (a) to make use of (including reproduce and publish, display, exhibit and/or make available and to do any other acts set out in paragraphs (a) to (g) of section 22(1) of the CO) the Submissions and Information in whole or in part, in any form for the Purposes; and
 - (b) to use, adopt (including making any adaptations within the meaning of the CO) or develop any Submission and Information without acknowledging the source of the Submission and Information.
- 6. In addition, I/we hereby declare that the Government shall have the right to make use of and disclose to any third party the Submissions, the Records and Recordings and Information, in whole or in part, in any form for the Purposes.
- 7. I/We hereby warrant that:
 - (a) the Submissions, Records and Recordings and Information do not contain any materials that may infringe the Intellectual Property Rights of any;
 - (b) the use or possession by the Government of the Submissions, Records and Recordings and Information or any part thereof for any purposes contemplated by the Invitation and/or the Purposes does not and will not infringe the Intellectual Property Rights of any person;
 - (c) to the extent that beneficial ownership of any Intellectual Property Rights in any component of the Submissions, Records and Recordings or Information is vested in a third party, I/we declare and warrant that the relevant beneficial owner of the third party Intellectual Property Rights has granted a valid and continuing licence or sub-licence in favour of the Government upon the same terms as those set out in Clause 5 above; and
 - (d) each party who executes this Licence has or shall have the full right, title, power and authority to grant the licence referred in Clause 5 above in favour of the Government.
- 8. I/We further agree that the Intellectual Property Rights in any materials developed by the Government on the basis of the Submissions, Records and Recordings or Information (including any alteration or modification of the Submissions, Records and Recordings or Information), shall vest in and belong to the Government absolutely and immediately upon creation.
- 9. I/We agree that any assignment made or licence granted by any owners of the Intellectual Property Rights subsisting in the Submissions, Records and Recordings and Information shall be subject to the licence of the Government referred to in Clause 5 above. I/We shall procure that such owner/assignees also impose obligation(s) on the assignees and licensees regarding their subsequent assignment(s)

of such Intellectual Property Rights to be made subject to the said licence of the Government to the intent that such obligation(s) shall apply to all subsequent assignees.

10. I/We hereby waive and shall procure all authors concerned to waive all moral rights in respect of the Submissions and Information to which they may now or at any time in future be entitled under the CO or under any similar law in force from time to time anywhere in the world.
11. I/We shall indemnify and hold the Government harmless from and against any and all claims (whether or not successful, compromised or settled) threatened, brought or established against the Government and all losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses) which the Government may pay or incur in connection with or arising from a breach of this Licence or any of the warranties given by me/us.
12. I/We shall at the Government's request and at my/our own cost at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Government of all rights given to the Government hereunder and to assist in the resolution of any question concerning the Submissions, Records and Recordings and Information.
13. Unless the context otherwise requires, "**Intellectual Property Rights**" in this Licence means patents, utility models, trade marks, service marks, trade names, trade dress, design rights, copyright, domain names, database rights, rights in know-how or proprietary or confidential information, trade secrets, new inventions, designs, methods, processes, practices or formulae 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.
14. I/We agree that all parties who have executed this Licence are jointly and severally liable for the obligations imposed and warranties given in this Licence.
15. I/We agree that a term or part of a term of this Licence that is illegal or unenforceable may be severed from this Licence and the remaining terms or parts of the term of this Licence continue in force.
16. I/We agree that the Government does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A waiver of a right, power or remedy by the Government must be in writing and signed by the Government giving the waiver.
17. This Licence shall be governed by and construed in accordance with the laws from time to time in force in Hong Kong and I/we agree to submit to the jurisdiction of the Hong Kong courts.

18. I/We agree that damages may not be an adequate remedy for a breach of any term or condition of this Licence by me/us and in addition to any rights or remedies it may have under this Licence or in accordance with any law, the Government will be entitled to seek specific performance of this Licence or any interlocutory, interim or emergency measure or relief in accordance with the law from any court of competent jurisdiction.

19. This Licence is duly executed by me/us under hand on the date as shown below and shall take effect on such date.

Signature of person authorized to sign on behalf of
the respondent
Name of respondent
Position:
Date: