



# ANNEX 1: ENTRY FORM

## **SDG ECO VILLAGE TRANSITIONAL HOUSING**

Architectural Design Idea  
Competition











## SECTION 5: Declaration and Undertaking

Section 5 shall be signed and completed by **all** Participants, including each member of a group entry. Submit separate sheets if necessary

Please cross out the entire paragraph if not applicable.

\*delete if inappropriate \*

In consideration of the opportunity to participate in this Competition, **[I / We]\*** declare, warrant and undertake as follows:

1. **[I / We]\*** fully agree and accept the requirements, terms and conditions in this Competition Document, including but not limited to the terms and conditions in this Entry Form and of the license and undertaking contained in Annex 2 of the Competition Document and **will** accept and abide by the decisions made by the Organizing Committee, the Adviser and the Jury Panel regarding all aspects of this Competition.

2. In accordance with Clause 12 of the Competition Document:

(a) **[I / We]\*** declare that there is no actual, potential or perceived conflict between **[my/our]\*** personal or financial interests and this Competition.

**OR**

**[I / We]\*** declare that there is actual, potential or perceived conflict between **[my/our]\*** personal or financial interests and this Competition as set out below:

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Attach separate sheets if necessary

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

## ANNEX 1 ENTRY FORM

(b) **[I /We]\*** declare that **[I/ we]\*** am/are not an immediate family member, business partner or associate of any member involved in this Competition listed in Annex 6.

**[I /We]\*** declare that **[I/ we]\*** am/are an immediate family member, business partner or associate of a member involved in this Competition listed in Annex 6 and our relationship/association is listed below.

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Attach separate sheets if necessary

3. **[I /We]\*** declare that **[I / we]\*** do not have any interest or association with any member involved in this Competition listed in Annex 6;

**[I /We]\*** declare that **[I/ we]\*** have the following interest or association with the following person named in Annex 6;

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Attach separate sheets if necessary

4. **[I /We]\*** also undertake that should any conflict of interest contemplated in Clause 12 of this Competition Documents arise at any time during the course of the Competition, **[I / we]\*** will inform the Adviser immediately.
5. **[I / We]\*** consent and hereby authorize the Adviser and any of its authorized officer to investigate and verify any information of **[my/our]\*** declaration provided herein with any third parties.
6. **[I /We]\*** declare that all information stated on this Entry Form together with any subsequent information provided to the Organizing Committee are correct, true and complete.
7. **[I / We]\*** declare that **[I / We]\*** have sought consent from offices or employees in participating in the Competition.



# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

## ANNEX 1 ENTRY FORM

Please sign and complete the appropriate section below. Each Team Member must submit separate sheets of Section 6.

Participant /Team Leader\* (\*delete if inappropriate\*)

Participant's Signature and Name

Signature

Name 1

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Parent/ Guardian Signature and Name (If applicable)

Signature

Name 1

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Ee3333333333w

**or**

Other Individual Team Member(s)\* (\*delete if inappropriate\*)

Team Member # \_\_ Signature and Name

Signature

Name 1

---

Parent/ Guardian Signature and Name (If applicable)

Signature

Name 1

---

Date

DD MM YYYY

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**ANNEX 2A:**  
Licence and Undertaking

**SDG ECO  
VILLAGE  
TRANSITIONAL  
HOUSING**

Architectural Design Idea  
Competition

## Licence and Undertaking

The Participant (including all team members in the case of a collaborative Entry) and declares, warrants, agrees and undertakes the following:

1. The Participant has read carefully and understands the Competition Document for the "Architectural Design Idea Competition for SDG ECO Village Transitional Housing" (hereinafter referred to as "the Competition") including any changes announced on the Competition Website.
2. The Participant declares his eligibility to participate in the Competition and declares that all information stated on the Entry Form is true, accurate and complete.
3. The Participant fully agrees to be bound by the terms and conditions as set out in the Competition Document and all decisions of the Organizing Committee, the Jury Panel and the Adviser of the Competition.
4. Except as otherwise provided in Clause 5 herein, the Participant grants to the Organizer and their authorized users, assigns and successors-in-title a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub licensable licence in relation to the Entry including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition (hereinafter referred to as "the Entry") for the right to conduct the following:
  - (i) display, exhibit, show, play, broadcast and/or make available the Entry or any part(s) of the Entry (whether in physical or electronic form) to the public; and
  - (ii) reproduce, publish and/or publicize the Entry or any part(s) of the Entry in any medium.
5. To the extent that beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party the Participant declares and warrants that the relevant beneficial owner of the third party Intellectual Property Rights has granted a valid and continuing licence in favour of the Participant for entering the Competition and a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub licensable licence together with an indemnity in favour of the Organizer and their authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 4 and 8.

6. The Participants under any of the Entry Groups agrees and undertakes, in the event that his Entry is selected as one of the Winning Entries as specified in the Competition Document, to assign to the Organizer the right of ownership and all the Intellectual Property Rights subsisting in the Entry, including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition, and to duly execute and provide to the Organizer the Deed of Assignment and Undertaking in the form set out in **Annex 3A and/or Annex 38** of the Competition Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party other than the Organizer. To the extent that beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party 'the Participant shall procure at his own cost that the relevant beneficial owner of the third party Intellectual Property Rights shall grant a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub licensable licence under which the Organizer and their authorized users, assigns and successors-in-title are entitled to use the component of his Entry in any projects.

7. The Participant warrants and undertakes that:

- (i) the Participant has full capacity, power and authority to enter into the Competition and agree to the terms and conditions set out in the Competition Document;
- (ii) the Entry is original and has never been published before and the use or possession of which by the Government their authorized users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any party;
- (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
- (iv) the Participant is the author of the Entry and is the legal and beneficial owner of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the beneficial ownership of Intellectual Property Rights is vested in a third party) and has never assigned or licensed any of such rights to any third party; and
- (v) the Participant has never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Organizer and their authorized users, assigns and successors-in-title of the rights licensed pursuant to the provisions in this Annex.

This provision shall continue in full force and effect without limitation on time.

8. The Participant shall fully indemnify and keep indemnified the Organizer, their authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Organizer and their authorized users, assigns and successors-in-title or which the Organizer and their authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Annex by the Participant or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any party by the Entry. This provision shall continue in full force and effect without limitation on time.
9. The Participant waives and undertakes to procure his employees, consultants, sub-contractors and agents to waive all moral rights (whether past present or future) in relation to the Entry in favour of the Organizer such waiver to take effect upon creation of the Entry. This provision shall continue in full force and effect without limitation of time.
10. The Participant undertakes to keep the Entry confidential and take such necessary steps to ensure the same is not disclosed to any third parties until the public announcement of the results of the Competition.
11. The Participant agrees that the provisions in this Annex shall bind his permitted assigns, personal representatives and successors-in-title.
12. Nothing in this Annex shall be deemed to constitute a partnership between the Participant and the Organizers, their authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.

For the avoidance of doubt, "Intellectual Property Rights" means patents, trademarks, 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.



# **ANNEX 2B: Deed of Licence and Undertaking**

(To be executed by the parent/  
guardians of Participants aged under 18)

## **SDG ECO VILLAGE TRANSITIONAL HOUSING**

Architectural Design Idea  
Competition

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

## Deed of Licence and Undertaking

(To be executed by the parent/ guardians of Participants aged under 18)

To: Professional Green Building Council

I/We, (1) \_\_\_\_\_, holder(s) of HKID Card No(s). (I) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(3) \_\_\_\_\_

currently residing at

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

being the parent/guardian(s) of \_\_\_\_\_

holder(s) of Birth Certificate/HKID Card No(s) \_\_\_\_\_

**("the Participant(s)"),** hereby jointly and severally) declare, warrant, agree and undertake on my/our behalf and in the capacity of the parent/guardian(s) of the Participant(s) as follows:

1. I/We, and I/we authorized by the Participant(s), hereby warrant and agree that the Participant(s) have read carefully and understands the Competition Document for "Architectural Design Idea Competition for SDG ECO Village Transitional Housing" (hereinafter referred to as "the Competition") including any changes announced in the Competition Website as specified in the Competition Document, that the Participant(s) are eligible to participate in the Competition and that all information stated in the Entry Form is true accurate and complete, that the Participant(s) fully agree to be bound by the terms and conditions as set out in the Competition Document and all decisions of the Organizing Committee, the Jury Panel and the Adviser of the Competition.
2. Except as otherwise provided in clause 3 herein, I/We, and I/we authorized by the Participant(s), hereby warrant and agree that the Organizer and its authorized users, assigns and successors-in-title has been granted a royalty-free, freely transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in relation to the Entry including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition (hereinafter referred to as "the Entry") the right to conduct the following:
  - (i) Display, exhibit and/or make available the Entry or any part(s) of the Entry (whether in physical or electronic form) to the public; and
  - (ii) Reproduce, publish and/or publicise the Entry or any part(s) of the Entry in any medium.

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

3. I/We, and I/we authorized by the Participant(s), hereby declare and warrant that to the extent that the beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the relevant beneficial owner of the third party Intellectual Property Rights has granted a valid and continuing licence in favour of the Participant(s) for entering the Competition and a royalty free, freely transferrable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence together with an indemnity in favour of the Organizer and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in clauses 2 and 8.
  
4. I/We, and I/we authorized by the Participant(s), hereby warrant and agree that the Participant(s) has agreed and undertaken, in the event that his Entry is selected as one of the Winning Entries as specified in the Competition Document, to assign to the Organizer the right of ownership and all the Intellectual Property Rights subsisting in the Entry, and to duly execute and provide to the Organizer the Deed of Assignment and Undertaking in the form set out in Annex 3B of the Competition Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party other than the Organizer. To the extent that beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, I/We, and I/we authorized by the Participant(s) hereby warrant and agree that the Participant(s) shall procure at their own cost that the relevant beneficial owner of the third party Intellectual Property Rights shall grant free of all fee, a royalty-free, freely-transferrable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence under which the Organizer and its authorized users, assigns and successors-in-title are entitled to use, adapt and modify the component of his Entry in the implementation of the Projects .
  
5. I/We have procured the Participant(s) to read carefully and explained to them the provisions of this Deed and the Participant(s) agree to the content of this Deed and authorize me/us to execute the same on their behalf
  
6. I/We hereby (jointly and severally) undertake and agree, and/or shall procure the Participant(s), to take all such actions and execute all such documents and deeds as may be required by the Organizer from time to time for the purposes of the Deed in such manner and to such extent as the law would allow.



7. I/We hereby (jointly and severally) warrant and undertake that:

- (i) I/We am/are the father/mother/guardian(s) of the Participant(s) who are at the date of this Deed minors under 18 years of age. I/We have full capacity, power and authority to enter into this Deed, including but not limited to executing the licence and undertaking pursuant to the provisions of this Deed;
- (ii) the Entry of the Participant(s) is original and has never been published before and the use or possession of which by the Organizer and its authorized users, assigns and successors-in-title, will not infringe any Intellectual Property Rights of any third party;
- (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
- (iv) the Participant(s) are the authors of the Entry and the legal and beneficial owners of Intellectual Property Rights subsisting in the Entry. which are free from any encumbrances (save and except any component in the Entry of which the beneficial ownership of the Intellectual Property Rights is vested in a third party), and have never assigned or licensed any of such rights to any third party; and
- (v) the Participant(s) have never entered into and shall not enter into, and I/we shall procure the Participant(s) not to enter into, any arrangement which may inhibit or restrict the exercise by the Organizer of the rights licensed pursuant to this Deed.

This provision shall continue in full force and effect without limitation of time.

8. I/We shall fully indemnify and keep indemnified the Organizer and its authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Organizer and its authorized users, assigns and successors-in-title or which the Organizer and its authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions or warranties in this Deed by me/us and/or the Participants or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any party by the Entry. This provision shall continue in full force and effect without limitation of time.

9. I/We, authorized by the Participant(s), hereby waive all the moral rights of the Participant(s) and undertakes to procure the Participant(s)' employees, consultants, sub-contractors and agents to waive all moral rights in respect of the Entry. now or at any time in the future, with effect from the (respective) creation date(s) of the Entry. This provision shall continue in full force and effect without the limitation of time.

10. I/We hereby (jointly and severally) warrant and undertake to procure that the Participant(s) to keep the Entry confidential and take such necessary steps to ensure the same is not disclosed to any third parties until the public announcement of the results of the Competition.
11. I/We hereby warrant and agree that I/we shall submit the Deed of Assignment and Undertaking in the form set out in Annex 3A and/or 3B of the Competition Document in the event that the Participant(s)' Entry is selected as one of the Winning Entries as specified in the Competition Document.
12. No amendment or modification of or addition to this Deed shall be valid unless made in writing and signed by me/us and the Organizer and countersigned by the Participant (s).
13. This Deed shall constitute the entire agreement between me/us , and the Organizer concerning the grant of licence and undertaking relating to the Entry and supersede all prior agreements (whether oral or in writing), letters and other documents in whatever form between us concerning the same.
14. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected there by, and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow .
15. This Deed shall bind and ensure to the benefit of me/us, the Participant(s), the Organizer and their respective permitted assigns, personal representatives and successors in title.
16. Nothing in this Deed shall be deemed to constitute a partnership between me/us, the Participant(s) and the Organizer or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
17. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we, the Participant(s) and the Organizer agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
18. For the purposes of this Deed:
  - (i) "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.

the words and expressions used in this Deed shall, where applicable, have the same meaning assigned to them in the Competition Document.

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

ANNEX 2B

SIGNED AND DELIVERED BY

(Names of Parent/Guardian(s) of Participant(s))

(Signatures of Parent/Guardian(s)  
of Participant(s))

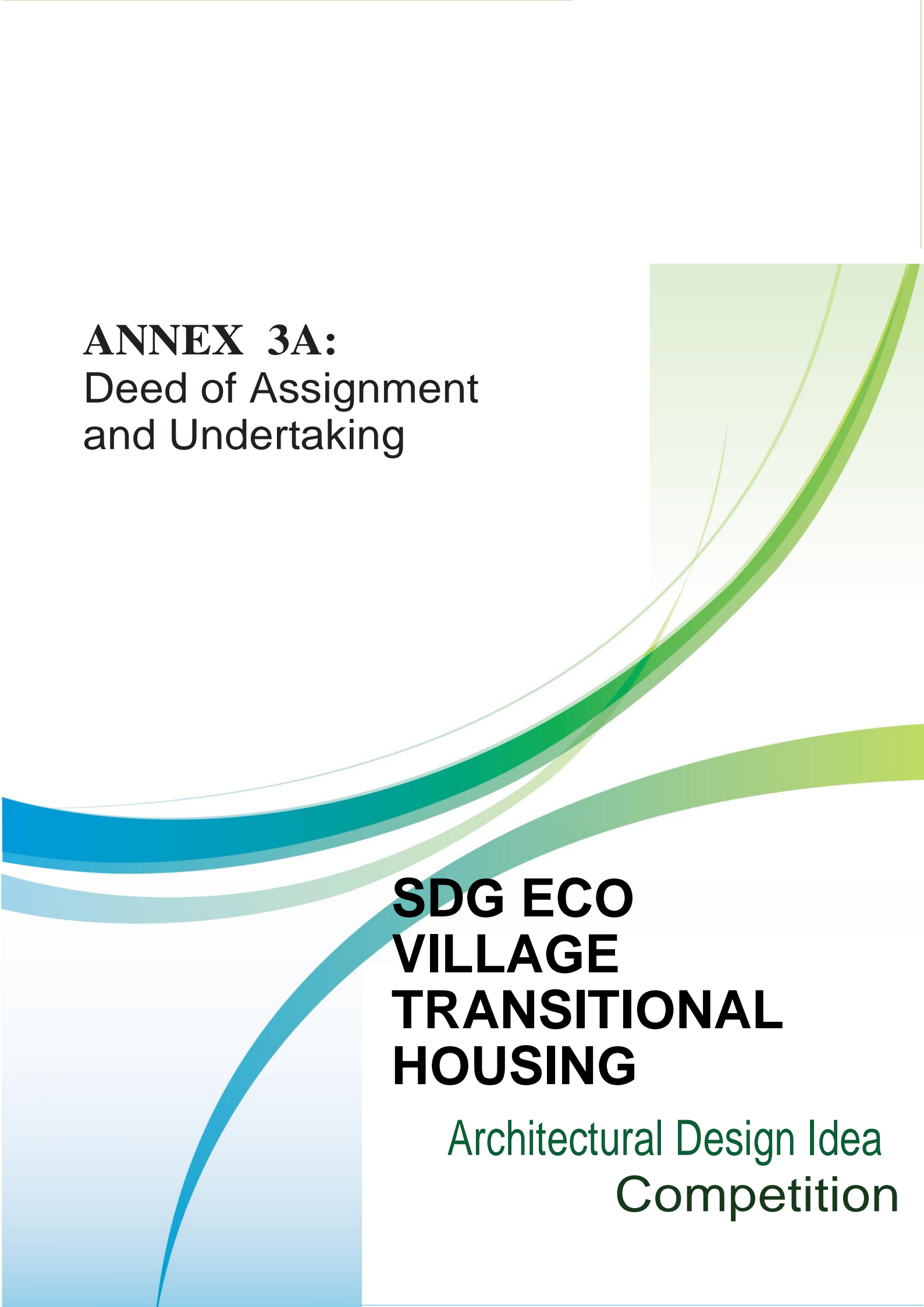
for and on behalf of the Participant(s) in the )

presence of:- )

\_\_\_\_\_

(Signature of Witness)

Name of Witness: \_\_\_\_\_



**ANNEX 3A:**  
Deed of Assignment  
and Undertaking

**SDG ECO  
VILLAGE  
TRANSITIONAL  
HOUSING**

Architectural Design Idea  
Competition

## Deed of Assignment and Undertaking

To: Professional Green Building Council and its authorized users ("**The Assignee**")

(6) \_\_\_\_\_

(6) \_\_\_\_\_

(5) \_\_\_\_\_

(5) \_\_\_\_\_

(4) \_\_\_\_\_

(4) \_\_\_\_\_

(3) \_\_\_\_\_

(3) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

I / We, (I) \_\_\_\_\_ holder(s) of HKID Card No(s) /  
Company Registration Number (I) \_\_\_\_\_

currently residing / located at

(6) \_\_\_\_\_

(5) \_\_\_\_\_

(4) \_\_\_\_\_

(3) \_\_\_\_\_

(2) \_\_\_\_\_

(1) \_\_\_\_\_

Hereby (jointly and severally) declare, warrant, agree and undertake on this day of \_\_\_\_\_  
as follows:

1 I/We execute this Deed of Assignment and Undertaking pursuant to the terms and conditions of the Competition Document in favour of the Assignee in connection with "Architectural Design Idea Competition for SDG ECO Village Transitional Housing" (hereinafter referred to as the "Competition").

2 I/We hereby assign and transfer absolutely to the Assignee free from any encumbrances the right of ownership and all the Intellectual Property Rights subsisting in the entry including all plans, drawings, sketches and all other things in whatever form which I/we have submitted for the Competition (the entry shall hereinafter be referred to as "the Entry" and the assignment provided in this clause shall hereinafter be referred to as "the Assignment").

3. To the extent that beneficial ownership of any Intellectual Property Rights in any component of the Entry 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 royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in favour of the Assignee and their authorized users, assigns and successors-in-title for using the relevant component of the Entry in any engineering projects together with an indemnity in favour of the Assignee and their authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clause 6.

4. I/We hereby undertake and agree to take all such actions and execute all such documents and deeds as may be required by the Assignee from time to time for the purposes of the Assignment.

5. I/We hereby warrant and undertake that:

- (i) I/we have full capacity, power and authority to enter into this Deed, including but not limited to executing the Assignment pursuant to this Deed;
- (ii) the Entry is original and has never been published before and the use or possession by the Assignee, their authorized users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any party;
- (iii) the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests' element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
- (iv) I/we are the author(s) of the Entry and is/are the legal and beneficial owner(s) of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the beneficial ownership of Intellectual Property Rights is vested in a third party) and have never assigned or licensed any of such rights to any third party;
- (v) I/we have never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Assignee, their authorized users, assigns and successor s- in-title, of the rights assigned pursuant to this Deed; and
- (vi) I/we shall waive and undertake to procure my/our employees, consultants, sub-contractors and agents to waive all moral rights (whether past present or future) in relation to the Entry in favour of the Assignee, such waiver to take effect upon creation of the Entry.

This provision shall continue in full force and effect without limitation of time.

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

6. I/We shall fully indemnify and keep indemnified the Assignee, their authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Assignee, their authorized users, assigns and successors-in-title or which the Assignee, their authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Deed by me/us or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any party by the Entry. This provision shall continue in full force and effect without limitation of time.
7. This Deed shall constitute the entire agreement between me/us and the Assignee (including but not limited to their authorized users, assigns and successors-in-title) concerning the Assignment of the Entry and supersede any prior agreements (whether oral or in writing), letters and other documents in whatever form concerning the same.
8. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.
9. This Deed shall bind and ensure to the benefit of the parties and their respective permitted assigns, personal representatives and successors-in-title.
10. Nothing in this Deed shall be deemed to constitute a partnership between me/us and the Assignee, their authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
11. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
12. For the purposes of this Deed, "Intellectual Property Rights" means patents, trademarks, 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.

IN WITNESS whereof this Deed has been duly executed on the date above written.

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

ANNEX 3A

Name(s) of (members of) the Participant

Signature(s)

(6) \_\_\_\_\_

(6) \_\_\_\_\_

(5) \_\_\_\_\_

(5) \_\_\_\_\_

(4) \_\_\_\_\_

(4) \_\_\_\_\_

(3) \_\_\_\_\_

(3) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

(1) \_\_\_\_\_

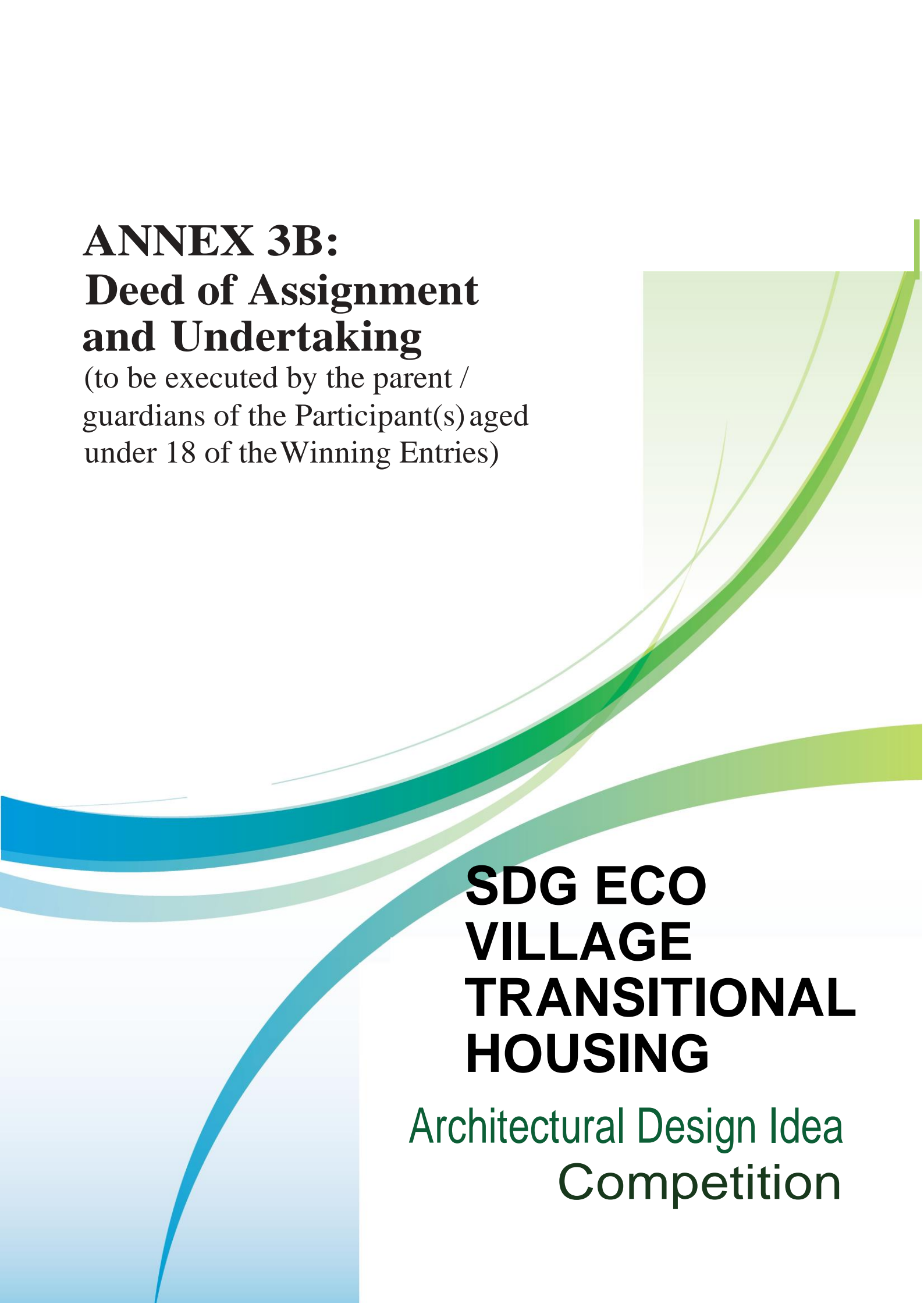
(1) \_\_\_\_\_

SIGNED AND DELIVERED for and on behalf of the Assignee in the presence of Signature

of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_





**ANNEX 3B:  
Deed of Assignment  
and Undertaking**

(to be executed by the parent /  
guardians of the Participant(s) aged  
under 18 of the Winning Entries)

**SDG ECO  
VILLAGE  
TRANSITIONAL  
HOUSING**

Architectural Design Idea  
Competition

## Deed of Assignment and Undertaking

(to be executed by the parent/ guardians of the Participant(s) aged under 18 of the Winning Entries)

To: The Professional Green Building Council and its authorized users ("The Assignee")

I/We, (1) \_\_\_\_\_, holder(s) of HKID Card No(s). (I) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (3) \_\_\_\_\_

currently residing at

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

being the parent/guardian(s) of \_\_\_\_\_

holder(s) of Birth Certificate/HKID Card No(s) \_\_\_\_\_

("the Participant(s)"), hereby (jointly and severally) declare, warrant, agree and undertake on my/our behalf and in the capacity of the parent/guardian(s) of the Participant(s) as follows:

1. I/We, authorized by the Participant(s), hereby execute this Deed of Assignment and Undertaking pursuant to the terms and conditions of the Competition Document in favour of the Assignee in connection with the "Architectural Design Idea Competition for SDG ECO Village Transitional Housing" (hereinafter referred to as the "Competition"). The Participant(s)' Entry has been selected as the Winning Entry for this Competition.
2. I/We, authorized by the Participant(s), hereby assign and transfer absolutely to the Assignee free from all encumbrances the right of ownership and all the Intellectual Property Rights subsisting in the Entry including all plans, drawings, sketches and all other things in whatever form which the Participant(s) have submitted for the Competition (the Entry shall hereinafter be referred to as "the Entry" and the assignment provided in this clause shall hereinafter be referred to as "the Assignment").
3. I/We, and I/we authorized by the Participant(s), hereby declare and warrant that to the extent that the beneficial ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, the relevant beneficial owner of the third party Intellectual Property Rights has granted free of all fee a royalty free, freely transferrable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in favour of the Assignee and its authorized users, assigns and successors-in-title for using, adapting and modifying the relevant component of the Participant(s)' Entry in the implementation of the SDG ECO Village Transitional Housing together with an indemnity in favour of the Assignee and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clause 7.

4.1/We have procured the Participant(s) to read carefully and explained to them the provisions of this Deed and the Participant(s) agree to the content of this Deed and authorize me/us to execute the same on their behalf

5. I/We hereby (jointly and severally) undertake and agree, and/or shall procure the Participant(s), to take all such actions and execute all such documents and deeds as may be required by the Assignee from time to time for the purposes of the Assignment in such manner and to such extent as the law would allow.

6. I/We hereby (jointly and severally) warrant and undertake that:

- i. I/We am/are the parent/guardian(s) of the Participant(s) who are at the date of this Deed minors under 18 years of age. I/We have full capacity, power and authority to enter into this Deed, including but not limited to executing the Assignment pursuant to the provisions of this Deed;
- ii. the Entry of the Participant(s) is original and has never been published before and the use or possession of which by the Assignee, its authorized users, assigns and successors-in-title will not infringe any Intellectual Property Rights of any third party;
- iii. the Entry contains no pornographic, violent, morally objectionable element or promotion of commercial or evangelical interests element and is not defamatory, threatening, illegal, obscene, indecent, seditious, offensive or liable to incite racial hatred or discrimination;
- iv. the Participant(s) are the author(s) of the Entry and the legal and beneficial owner(s) of all Intellectual Property Rights subsisting in the Entry, which are free from any encumbrances (save and except any component in the Entry of which the beneficial ownership of the Intellectual Property Rights is vested in a third party), and have never assigned or licensed any of such rights to any third party; and
- v. the Participant(s) have never entered into and shall not enter into, and I/we shall procure the Participant(s) not to enter into, any arrangement which may inhibit or restrict the exercise by the Assignee of the rights assigned pursuant to this Deed.

This provision shall continue in full force and effect without limitation of time.

7. I/We shall fully indemnify and keep indemnified the Assignee its authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Assignee, its authorized users, assigns and successors-in-title or which the Assignee, its authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions or warranties in this Deed by me/us and/or the Participants or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights of any party by the Entry. This provision shall continue in full force and effect without limitation of time.

8. I/We, authorized by the Participant(s), hereby waive all the moral rights of the Participant(s) and undertakes to procure the Participant(s)' employees, consultants, sub-contractors and agents to waive all moral rights in respect of the Entry. now or at any time in the future, with effect from the (respective) creation date(s) of the Entry. This provision shall continue in full force and effect without the limitation of time.
9. No amendment or modification of or addition to this Deed shall be valid unless made in writing and signed by me/us and the Assignee and countersigned by the Participant(s).
10. This Deed shall constitute the entire agreement between me/us and the Assignee concerning the Assignment of the Entry and supersede all prior agreements (whether oral or in writing), letters and other documents in whatever form between us concerning the same.
11. If any provision of this Deed or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Deed and the application of the said provision to other circumstances shall not be affected thereby. and each and every provision of this Deed shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.
12. This Deed shall bind and enure to the benefit of me/us, the Participant (s), the Assignees and their respective permitted assigns, personal representatives and successors in title.
13. Nothing in this Deed shall be deemed to constitute a partnership between me/us, the Participant(s) and the Assignee, its authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
14. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we, the Participant(s) and the Assignee agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
15. For the purposes of this Deed:
  - i. "Intellectual Property Rights" means patents, trademarks, 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.

the words and expressions used in this Deed shall, where applicable, have the same meaning assigned to them in the Competition Document.

# Architectural Design Idea Competition for SDG ECO Village Transitional Housing

ANNEX 3B

SIGNED AND DELIVERED BY

(Names of Parent/Guardian(s) of Participant(s))

(Signatures of Parent/Guardian(s)  
of Participant(s))

for and on behalf of the Participant(s) in the )

presence of: )

\_\_\_\_\_

(Signature of Witness)

Name of Witness: \_\_\_\_\_



**ANNEX 4: Design Guidelines**

**SDG ECO  
VILLAGE  
TRANSITIONAL  
HOUSING**

Architectural Design Idea  
Competition

## A. The Site

The site of SDG ECO Village Transitional Housing (SDGEV) is located in Kam Tin, New Territories. There are two plot of land boundaries, namely the "SDGEV Site Boundary" and the "Competition Design Boundary". The proposed SDGEV Building must be located within the "SDGEV Site Boundary" (approx. 23500m<sup>2</sup>), while design considerations and proposals shall also be given to the adjacent site designated for the future organic farmland to be developed separately within the "Competition Design Boundary". The demarcation of the two boundaries are indicated in Diagram available in the competition website.

## B. Key Design Requirements

### I Aesthetics and Identity

I.1 The following images shall be created for the SDGEV:

- An Eco-Village Community with green building design of internationally recognized architectural and landscape design quality standards;
- Incorporates the concept of the relevant Sustainable Development Goal of the United Nations into the architectural and landscape design.
- Enhances the development of a socially collaborative and participatory community..

**2. Harmonization and Connectivity with the Surrounding Environment**

- 2.1 The design shall address the surrounding fabrics and context to create a livable residential community.
- 2.2** The SDGEV design shall have due consideration of the need for onsite coach, shuttle bus and bicycle parking based on the proposed ingress and egress locations and no back-out maneuvering of vehicle is allowed.
- 2.3 The design and alignment of the fence wall and gates of the SDGEV, which need not be aligned along the SDGEV Site Boundary, shall ensure security while at the same time creating suitable ambience to welcome community collaboration and integration of the SDGEV with the neighborhood.



### 3. Innovation and Creativity

- 3.1 The entry shall adopt innovative and creative ideas to incorporate the United Nation Sustainable Development Goals into the architectural and landscape design, as well as in construction and operation of the SDGEV.

### 4. Buildability / Constructability

- 4.1 The buildings shall be reusable and adaptable for different uses through flexible combination of building components to suit various accommodations. It is preferable that the SDGEV be composed of building blocks of modular design, e.g. MIC or DFMA but such shall not limit the Participants' imagination and creativity.
- 4.2 The building design shall allow main structural and building elements to be readily demountable for future reuse (including re-composition in the same or varied form at other locations) or recycling as far as possible. Durable, low maintenance design and materials shall be adopted.
- 4.3 Prefabrication or other means of shortening and simplifying on-site construction works should be considered. The design should consider combining related components together into a single element for prefabrication in the manufacturing factory to enhance working efficiency and to minimize the need for onsite in-situ works.
- 4.4 The buildings shall preferably not exceed 4 storeys to minimize the need for lift and avoid the need for deep foundation affecting the stability and safety of the High-speed Rail tunnel running across the site below grade.

### 5. Functional, Environmental and Practical Aspects

#### Accommodation Requirements

- (a) Air Conditioning to be provided for all habitual spaces with option of adopting natural cross ventilation.
- (b) Acoustic consideration to prevent nuisance from the nearby industrial uses to the resident and neighborhood
- (c) Thermal comfort and energy conservation
- (d) Minimum flat size of about 13<sup>m</sup><sup>2</sup>, 50% of 3-4P unit of 26sqm, 50% of 1-2P unit of 13sqm, preferably 1000 units in total and should not be less than 700 units
- (e) Building height of not more than 4 storey, and minimum 3 storey is preferred in general. Building must be located inside the “SDGEV Site Boundary”
- (f) Floor to Floor height of not more than 3.3m, double storey spaces are allowed in suitable location
- (g) Building regulations and relevant codes related to domestic and nondomestic functions shall be complied with
- (h) Sustainable building design guidelines should be complied with
- (i) Private open kitchen and on suite bathroom are required for all residential units
- (j) About 8,000sqm of organic farmland to be provided on grade within the site boundary
- (k) Two standalone sewerage treatment plant buildings to be provided at the two plots inside the “SDGEV Site Boundary” each 20x 10 x 5m
- (l) Community facilities and open spaces of appropriate size to promote social participation and inclusion, healthy living and sustainability concepts.
- (m) Overall total plot ratio of the development is 1 and maximum building site coverage is 25% based on the “SDGEV site boundary”.



**ANNEX 5:**  
References and Drawings

**SDG ECO  
VILLAGE  
TRANSITIONAL  
HOUSING**

Architectural Design Idea  
Competition

### Other Useful References

Participants are encouraged to visit the Organizer website at:

<https://www.hkpgbc.org>

A virtual tour of the proposed competition site would be hosted by the Organizer. Participants are encouraged to join this one-off tour to better understand the site context and neighborhood environment.

### Site Drawings

The Site plan (with both CAD and PDF versions) and aerial photographs are available for download on the Competition Website at:

[www.hkpgbc.org](http://www.hkpgbc.org)



**ANNEX 6:**

List of members involved  
in this Competition

**SDG ECO  
VILLAGE  
TRANSITIONAL  
HOUSING**

Architectural Design Idea  
Competition

## List of members involved in this Competition

### **ORGANISING COMMITTEE**

#### **PGBC**

Mr. Chan Cho Sing Joel  
(Chairman)

Sr. Ho Hok Keung Paul  
Mr. Leung Kit Man Andy

#### **HKCA**

Mr. Sin Wing Ning Barry  
Mr. Fung Kwok Keung  
Conrad  
Mr. Leong Kam Ho David

#### **HKIA**

Ms. Chan Chui Yee Corrin  
Mr. Ho Kin Wai Stephen

## List of members involved in this Competition

### JURY PANEL - JURORS

**Mr. Joel Chan Cho Sing (Chairperson)**

Professional Green Building Council

**Ms. Natalie Mossin**

Head, Institute of Architecture and Technology  
The Royal Danish Academy of Fine Arts  
UIA Commission on Sustainable Development

**Professor Edward Ng Yan Yung**

Yao Ling Sun Professor of Architecture  
The Chinese University of Hong Kong

**Mr. Anthony Wong Kin Wai**

Business Director  
The Hong Kong Council of Social Service

**Dr. Annissa Lui Wai Ling, JP**

Chief Executive  
Hong Kong Lutheran Social Service

**Mr. Cheung Hau Wai**

Chairman  
The Hong Kong Green Building Council

**Mr. Barry Sin Wing Ning**

Vice President  
The Hong Kong Construction Association

**Mr. Donald Choi Wun Hing**

President  
The Hong Kong Institute of Architects

**Ir Prof P L Yuen**

President  
The Hong Kong Institution of Engineers

**Ms Iris Hoi**

President  
The Hong Kong Institute of Landscape  
Architects

**Professor Ling Kar Ken, SBS**

Past President  
The Hong Kong Institute of Planners

**Sr Thomas Ho Kwok Kwan**

Past President  
The Hong Kong Institute of Surveyors

### Reserve Jurors

**Mr. Chan Nap Ming, BBS**

Project Director  
Transport and Housing Bureau. HKSAR

**Mr. Ken Yeung Chor Kee**

Chief Engineer/Energy Efficiency CE/EEC  
Electricity and Energy Efficiency Branch  
Electrical and Mechanical Services Department,  
HKSAR

## List of members involved in this Competition

### **TECHNICAL COMMITTEE**

**Sr. Paul Ho Hok Keung (Chairman)**

Past Chairman

Professional Green Building Council

**Mr. Andy Leung Kit Man**

The Hong Kong Institute of Architects

**Ir. Prof Adam Choy Siu Chung**

The Hong Kong Institution of Engineers

**Ms. Theresa Yeung Wing Shan**

The Hong Kong Institute of Planners

**Mr. Paul Chan Yuen King**

The Hong Kong Institute of Landscape Architects

**Sr. Keith Yim Siu Chung**

The Hong Kong Institute of Surveyors

**Mr. Conrad Fung Kwok Keung**

Vice President

Hong Kong Construction Association

### **ADVISER**

**Ms. Corrin Chan Chui Yee**

The Hong Kong Institute of Architects