

Deed of Assignment and Undertaking 轉讓契約及承諾書

(此附件只設英文版)

Deed of Assignment and Undertaking (applicable only to the Champion)

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

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

(2) _____

(2) _____

(3) _____

(3) _____

Currently residing at

(1) _____

(2) _____

(3) _____

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 the Workplace English Campaign Poster-cum-Slogan Design Competition (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 poster and slogan design including all plans, drawings, sketches, plans, the items referred to in paragraph 5(1) and (2) of the Competition Document and all other things in whatever form which I/we have submitted for the Competition (the poster and slogan design shall hereinafter be referred to as “the Design” and the assignment provided in this clause shall hereinafter be referred to as “the Assignment”).
3. To the extent that ownership of any Intellectual Property Rights in any component of the Design is vested in a third party, I/we declare and warrant that the relevant owner of the third party Intellectual Property Rights has granted free of all fee a royalty-free, freely transferable, irrevocable, non-exclusive, worldwide, perpetual and sublicensable licence in favour of the Assignee, its authorised users (including the Standing Committee on Language Education and Research (“SCOLAR”)), assigns and successors-in-title to use or exercise all or any Intellectual Property Rights subsisting in the relevant component in the Design for any purposes, including the right to (i) display, exhibit and/or make available the relevant component in the Design or

any part(s) thereof (whether in physical or electronic form) to the public; and (ii) reproduce, adapt, modify, publish and/or publicize the relevant component in the Design or any part(s) thereof in any medium together with an indemnity in favour of the Assignee, its authorised users (including SCOLAR), 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) The Design is original and has never won any previous competition or been published before (save and except any component in the Design of which the ownership of Intellectual Property Rights is vested in a third party) and the use or possession of the Design by the Assignee, its authorised users (including SCOLAR), assigns and successors-in-title does not and will not infringe any Intellectual Property Rights of any person;
 - (ii) The Design 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;
 - (iii) I/We am/are the author(s) of the Design and the legal and beneficial owner(s) of Intellectual Property Rights subsisting in the Design which are free from any encumbrances (save and except any component in the Design of which the 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;
 - (iv) I/We have never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the HKSARG, its authorised users (including SCOLAR), assigns and successors-in-title, of the rights licensed pursuant to this Deed; and
 - (v) I/We shall waive and undertake to procure at my/our own cost and expense all the authors of the Design to waive all moral rights (whether past, present or future) in the Design in favour of the Assignee, its authorised users (including SCOLAR), assigns and successors-in-title, such waiver to take effect upon the submission of the Design.

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

6. I/We shall fully indemnify and keep indemnified the Assignee, its authorised users (including SCOLAR), 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 authorised users (including SCOLAR), assigns and successors-in-title or which the Assignee, its authorised users (including SCOLAR), 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 person by the Design. 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 its authorised users (including SCOLAR), assigns and successors-in-title) concerning the Assignment of the Design 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 inure 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, its authorised users (including SCOLAR), 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 avoidance of doubt, the term “Intellectual Property Rights” in this Deed of Assignment and Undertaking shall have the same meaning as ascribed to it in paragraph 5 of the main text of Competition Document.

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

SIGNED, SEALED AND DELIVERED BY

[Name(s) of (members of) the Participant] [Signature(s) of (members of) the Participants]

(1) _____) (1) _____ affix seal

(2) _____) (2) _____ affix seal

(3) _____) (3) _____ affix seal

SIGNED, SEALED AND DELIVERED

for and on behalf of the Assignee by

[name and appointment of the officer]

[Witness]

In the presence of _____

In the presence of _____

Name: _____

Name: _____

HKID No.: _____

HKID No.: _____

Address: _____

Address: _____

End.