

West Kowloon Cultural District Authority

# Arts Pavilion

Single Stage Design Competition

**DESIGN COMPETITION BRIEF,  
RULES AND CONDITIONS**



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# Introduction

## The Competition

The West Kowloon Cultural District Authority (the “WKCD”) invites interested design teams (the “Participants”) to take part in a Single Stage Design Competition (the “Competition”) for an Arts Pavilion to be situated at the West Kowloon Cultural District (the “WKCD”).

The Arts Pavilion (the “Pavilion”) will be used as an exhibition and event pavilion for organizations and interested artists, designers and other parties planning to stage independent exhibitions and events. It will also be the primary home for exhibitions and programmes organised by M+, Hong Kong’s museum for visual culture, before the completion of its museum building in late 2017.

Subject to the approval of the WKCD Board and conditions outlined in the “Implementation of The Winning Entry” of these Competition Documents, the Competition intends to lead to the award to the First Prize-winning team of the contract for consultancy services for the detailed design and implementation of the Pavilion until its full commissioning.

The objective of the Competition is to select a design proposal for the Pavilion that creatively responds to the Design Brief and requirements set out in the Competition Documents. The WKCD seeks a design that is cost-effective, original, inspiring, highly-buildable and sustainable.

## Background

### The West Kowloon Cultural District

The WKCD is one of the largest arts and cultural projects in the world that will deliver up to 17 core arts and cultural venues and space for arts education. The WKCD is being developed for the people of Hong Kong and visitors from around the world. The WKCD aims to position itself as a leading cultural brand.

The WKCD will be a relatively low-density development, providing 23 hectares of open space including the Park and a green avenue and embracing two kilometres of a vibrant harbour-front promenade while being closely connected with the neighbourhood.

### M+

Located at the centre of the WKCD, M+ will stand at the boundary between the urban sector and the Park in the overall conceptual plan of the WKCD prepared by Foster + Partners in 2011. As part of the WKCD, M+ is Hong Kong’s new museum for visual culture, encompassing 20th and 21st century art, design, architecture and the moving image from Hong Kong, China, Asia and beyond.

From its vantage point in one of the world’s most dynamic regions, M+ will document the past, inform the present and contribute to the future of visual culture within an ever more interconnected global landscape. The museum will take a multidisciplinary approach that both challenges and respects existing boundaries, while creating a meeting point for a diversity of perspectives, narratives and audiences.

M+ has already embarked on a number of public programmes and exhibitions, and has begun to assemble its permanent collection, in the run-up to the planned 2017 completion of the building designed by Herzog & de Meuron/TFP Farrells/Ove Arup, overlooking Victoria Harbour, and next to the Park of the WKCD.

Images of M+ building designed by Herzog & de Meuron/TFP Farrells/Ove Arup are shown at:

[http://www.wkcda.hk/en/architectural\\_competition/mplus/results/index.html](http://www.wkcda.hk/en/architectural_competition/mplus/results/index.html)

### **The Arts Pavilion**

The Pavilion will serve as the primary home for exhibitions and programmes in the run-up to the completion of the main museum building in late 2017, further extending the museum's mission into the Park and public sphere. Upon completion of the museum building, the Pavilion will be used as an exhibition and event pavilion for organizations and interested artists, designers and other parties planning to stage independent exhibitions and events. The Pavilion is planned to be completed in 2015.

## **Design Brief**

### **Design Requirements**

The Pavilion should be embodied with a design that is innovative while serving content-driven, programmatic and functional needs in the following ways:

- Be architecturally consistent with the museum's values of thoughtful experimentation, public service and discursive advancement.
- Flexibly and easily adapt to house exhibitions and other displays of visual art, design, architecture, and moving image, which may include two-dimensional, three-dimensional and digital works; installations; performances and screenings; and other types of materials and practices.
- Capable of opening out to the outdoor landscaped area that could possibly extend the space of an exhibition.
- As (preferably) a one-storey structure, be equipped with appropriate audio/video display, Information and Communications Technology, security and climate-control systems, with back-of-house facilities either on the ground or mezzanine level, and providing necessary direct access to loading and unloading area
- Succeed in meeting the standards of sustainability, buildability, and cost-effectiveness
- Be compatible and adaptable to the local district layout and site context. (Refer to Paragraph of "Site Context")

### **Accommodation**

A general accommodation showing proposed floor areas of the Pavilion is listed below, subject to changes in future development:

<b>GFA (sqm)</b>	
Exhibition Area (Min. 4.5m clear headroom)	400
Office	15
Storage	15
Toilets <ul style="list-style-type: none"> <li>● 1 no. Female Toilet</li> <li>● 1 no. Male Toilet</li> <li>● 1 no. Accessible Toilet</li> </ul> Sanitary fitting provision should comply with Hong Kong statutory requirements	40
<b>Total Gross Floor Area (GFA)</b>	<b>470</b>

Owing to the small scale of the Pavilion, the following plantrooms will be designed and constructed separately to serve the Pavilion and other possible adjacent facilities:

1. Fire Services & Sprinkler Tanks
2. Transformer Rooms

Participants should propose the appropriate area for plantrooms in the design as mentioned in the Technical Design Requirement section below.

The total Construction Floor Area (CFA) will be approximately 620 sq.m..

## Site Context

The area on which the Pavilion is to be located is marked on the site plan (Attachment A).

The Pavilion is located in the Park on the waterfront with spectacular views overlooking Victoria Harbour, creating the opportunity for proposals to add a connection between the new building and this open landscape area for larger scale outdoor exhibitions and events. To avoid potential flooding, the lowest level of the pavilion should be 450mm above the site level i.e. approximately +5.0mPD.

The existing ground consists of a concrete paved parking lot, grass and bare ground.

There are various items of infrastructure and services located within the park area – a new haul road is under construction to improve vehicular access, and a temporary tree nursery has been established at the northwest corner.

There are also two existing structures: the Airport Railway Ventilation & Traction Substation Building and the Western Harbour Crossing Ventilation Building.

The Pavilion is in the Open Space (1) Zone in the Approved West Kowloon Cultural District Development Plan (DP) No. S/K20/WKCD/2. The building height restriction is maximum 3 stories and any basement may be disregarded. Notes of Open Space (1) Zone are shown in Attachment B.

The approved DP and Notes, Schedule and Explanatory

Statement are available for reference in the hyperlinks below:

**Notes, Schedule and Explanatory Statement**

[http://www.ozp.tpb.gov.hk/lhc\\_pdf/S\\_K20\\_WKCD\\_2\\_e.pdf](http://www.ozp.tpb.gov.hk/lhc_pdf/S_K20_WKCD_2_e.pdf)

**Plan**

[http://www.ozp.tpb.gov.hk/lhc\\_images/k20\\_wkcd\\_2.PDF](http://www.ozp.tpb.gov.hk/lhc_images/k20_wkcd_2.PDF)

The CAD file of the site plan is available on the Competition Website.

## **Technical Design Requirements**

**Structure**

Participants are required to provide structural concept design for the design in their Entries. Nonetheless, the design concepts should be structurally sound and in compliance with statutory requirement and codes of practice in Hong Kong.

**Building Services**

Reasonable spatial provisions for building services should be considered in the design. The building services design should be able to meet the purposes of the Pavilion and take advantage of passive building features to develop a cost effective and energy efficient solution. MVAC design should be designed to create an environment suitable for an office space, rather than that of a museum that has high level of environmental control. It is expected to be an energy efficient project to approach a "Low Carbon and Low Energy" building with optimally minimal energy demands without compromising the functionality of the venue. Reasonable safety, security and fire prevention should be designed to comply with all applicable regulations. Innovative ideas for building services are also encouraged.

**Statutory Requirement**

The Pavilion is subject to all relevant Building Ordinance, Regulations and Codes of Practice in Hong Kong. A Public Place of Entertainment license will be required for the operation of the Pavilion.

## **Buildability and Ease of Construction**

The ease of constructing the proposed design will be integral to meeting M+'s plans of staging its exhibition in (tentatively) the first quarter of 2015.

## **Cost Effectiveness**

The design for the Pavilion should be an architecturally innovative solution that demonstrates cost effectiveness in its design to meet the WKCDA's budget of HK\$20 million (in money-of-the-day prices (MOD)) for the construction, excluding fees and other project expenses, of the Pavilion. The WKCDA's independent quantity surveyor will conduct an independent cost assessment of proposed designs to ensure that proposed Pavilion design can be designed and built within the stated budget to meet the Value for Money criteria below.

# **Competition**

## **Assessment Procedure & Criterion**

This will be a single stage competition. All submissions from the Participants will be adjudicated according to the assessment criteria listed below. Subject to agreement on the contractual terms and the full scope of duties, it is the intention of the WKCDA that the First Prize winner will be appointed as the design consultant for the Pavilion upon the WKCDA Board's

approval and endorsement of the recommendation of the Jury Panel.

<p><b>Criteria</b></p> <p><b>VALUE FOR MONEY</b></p> <p>Assessment considerations include (but not limited to):</p> <ul style="list-style-type: none"> <li>● Appropriateness of design; cost effectiveness of design and the estimated construction cost, not exceeding the WKCDA's budget of HK\$ 20 million (MOD), and future maintenance considerations;</li> <li>● For the avoidance of doubt, if the estimated construction cost, in the opinion of the Authority, will exceed the budget of HK\$20 million (MOD), the jury panel will take this criterion in serious consideration over other criteria and adverse effect will be caused on evaluation of the result and position of the design submission.</li> </ul>
<p><b>ARCHITECTURAL DESIGN ASPECTS</b></p>
<p><b>Originality and Effectiveness of the Overall Design</b></p> <p>Assessment considerations include (but not limited to):</p> <ul style="list-style-type: none"> <li>● Providing an inviting and clear approach to the Pavilion;</li> <li>● Success and originality in the organisation of the Pavilion's space to achieve the required flexibility and adaptability in use, as stated in the Design Brief;</li> <li>● Quality and variety of display spaces in accordance with requirements stated in the Design Brief;</li> <li>● Success in relating indoor and outdoor spaces, in accordance with requirements stated in the Design Brief.</li> </ul>
<p><b>Compatibility and Adaptability to the layout of local district</b></p> <p>Assessment considerations include (but not limited to):</p> <ul style="list-style-type: none"> <li>● Creating a successful relationship between the Pavilion and its surroundings.</li> </ul>
<p><b>TECHNICAL DESIGN ASPECTS</b></p>
<p><b>Functionality, Buildability, Effectiveness and Compliance with Statutory Requirements</b></p> <p>Assessment considerations include (but not limited to):</p> <ul style="list-style-type: none"> <li>● Demonstration of an understanding of the required organisation and technical functionality of a basic exhibition space dedicated to showcasing various disciplines of visual culture;</li> <li>● Compliance with local Ordinances/Regulations.</li> </ul>
<p><b>Construction Programme Consideration</b></p> <ul style="list-style-type: none"> <li>● Compliance with Construction Programme requirements;</li> <li>● Appropriateness of design and construction systems.</li> </ul>
<p><b>SUSTAINABLE DESIGN ASPECTS</b></p> <p>Assessment considerations include (but not limited to):</p> <ul style="list-style-type: none"> <li>● Innovative sustainable design features; energy efficiency;</li> <li>● Sustainable construction systems; and universal accessibility provisions.</li> </ul>

## Jury Panel

Submission entries shall be anonymously adjudicated by a panel of seven jurors co-chaired by Mr. Rocco YIM and Dr. Lars NITTVE.

### The JURORS

#### Co-chairman

**Mr. Rocco YIM** Architect  
嚴迅奇先生

**Dr. Lars NITTVE** Executive Director, M+, West Kowloon Cultural District Authority  
李立偉博士

#### Jurors

**Mr. Aric CHEN** Curator (Design and Architecture), M+, West Kowloon Cultural District Authority  
陳伯康先生

**Mrs. Elizabeth CHENG** Representative from the Hong Kong Institute of Architects  
鄭曾靜英女士

**Mr. Raymond FUNG** Member of Development Committee  
馮永基先生

**Mr. LEUNG Chi Wo** Member of Museum Committee  
梁志和先生

**Mr. WAN Man Leung** Representative from Home Affairs Bureau  
尹萬良

#### Reserve Juror

**Dr. CHAN Man Wai** Executive Director, Project Delivery, West Kowloon Cultural District Authority  
陳文偉博士

WKCDCA reserves the right to replace or substitute any Jury members without prior notification to the Participants.

## Independent Professional Advisory (Honorary)

The WKCDCA has appointed Professor Bernard V. Lim, JP 林雲峰教授, as the Independent Professional Advisor (Honorary ("IPA")) for the Competition.

## Eligibility

### Lead Participant

1. Open to all interested design teams - for example, architects, designers, artists, or other related professionals – to take part as Lead Participant(s).

### Professional Services

2. Individual, or group participants who are not HKIA Registered Practices will be required to partner with a HKIA Registered Practice.  
A list of HKIA Registered Practices is shown below:

[http://218.188.25.84/corporate\\_member/contact.php](http://218.188.25.84/corporate_member/contact.php)

3. The participating design team shall include a Hong Kong Authorized Person (AP) and an Registered Structural Engineer (RSE), both registered under the Buildings Ordinance, and a building services engineer. A List of Hong Kong AP/RSE is shown below:  
[http://www.bd.gov.hk/english/inform/index\\_ap.html](http://www.bd.gov.hk/english/inform/index_ap.html)
4. Each Lead Participant is permitted to submit only one entry, but each provider of professional services is permitted to submit another entry as Lead Participant.

## Conflict of Interest

1. Members of the WKCDA Board, the Development Committee, the Museum Committee, Jury Panel, IPA, the WKCDA Management, and parties or persons directly involved in the Competition are prohibited from participating directly or indirectly in the Competition. A full list of these members, parties and persons is set out in Attachment G, and in “Jury Panel (JP)” & “Independent Professional Advisory (Honorary)” section of these Competition Documents (collectively “WKCDA Members” and each a “WKCDA Member”). Immediate family members and partners of any of the WKCDA Members are also prohibited from participating in the Competition whether directly or indirectly.
2. As a general principle and without prejudice to the absolute discretion of the WKCDA, Participants who have a **clear** conflict of interest or a **close** personal or business relationship with any of the WKCDA Members is prohibited from participating directly or indirectly in the Competition. Participants who are **likely** to have a conflict of interest may be prohibited from participating in the Competition subject to the absolute discretion of the WKCDA after close scrutiny and deliberation of all the circumstances of the case.
3. Any person, party, firm or advisor falling within the categories mentioned in Paragraph 1 of “Conflict of Interest” section are examples of those who may possess a **clear** conflict of interest or a **close** personal, or business relationship and are therefore prohibited from participating in the Competition.
4. Examples of those who are likely to present a conflict of interest are employees, associates, past students, clients or friends who are in regular contact with WKCDA Members; or who are members of or frequent visitors to clubs, societies or professional bodies in which a WKCDA Member is actively involved; or companies, partnerships or proprietorships, in which a WKCDA Member has control or influence over their business and their management, associates and employees. In each of these cases, the WKCDA will closely examine whether they are eligible to participate in the Competition.
5. These examples are not exhaustive and would not restrict or limit the WKCDA’s discretion to determine the eligibility of the Participants in the Competition. The list of the WKCDA Members mentioned in Paragraph 1 of this “Conflict of Interest” section is not exhaustive, and would

not relieve the Participants from his responsibility of declaring any conflict of interest as and when it arises and/or when he becomes aware of any such conflict.

6. If the Participant is doubtful whether a conflict of interest may arise, he should send his queries with full details of the circumstances which he considers may give rise to a conflict of interest to the WKCDA. The WKCDA shall have the absolute discretion to determine his eligibility. The WKCDA's decision is final and conclusive and is not subject to appeal. The WKCDA shall not be obliged to disclose any information concerning its deliberations or decision.

## Schedule

The Schedule of the Competition is set out as follows:

Date	Event
27 September 2013	Registration opens
28 October 2013	Registration closes & Closing date for competition enquiries
22 November 2013	Closing date for submission of entries
Early December 2013	Assessment of submission entries
December 2013	Announcement of competition winner(s)

The WKCDA reserves its right to alter the above Schedule.

## Prizes and Results

Three winning entries and six commendation entries will be selected. The results of the Competition will be publicly announced through the Competition Website. Participants of the winning entries and commendation entries will be notified directly of the results by the Administrator. The prizes of the winning entries and commendation entries are:

<b>3 Winning Entries</b>	HK\$500,000 Cash Cheque and Prize Certificate for the 1 <sup>st</sup> prize
	HK\$200,000 Cash Cheque and Prize Certificate for the 2 <sup>nd</sup> prize
	HK\$100,000 Cash Cheque and Prize Certificate for the 3 <sup>rd</sup> prize
<b>6 Commendation Entries</b>	Prize Certificate each

## The WKCDA and its Competition Website

The Competition is organised by the WKCDA. Members of the Board / Committees and Management of the WKCDA are listed in Attachment G. The WKCDA is supported by the Independent Professional Advisor (Honorary) ("IPA").

Details of the Competition can be found at the website for the Competition at

[http://www.wkcda.hk/en/architectural\\_competition/artspavilion\\_design\\_competition/index.html](http://www.wkcda.hk/en/architectural_competition/artspavilion_design_competition/index.html)

(website for general public)

The WKCD A shall have the right to make changes to the Competition Documents or the Competition. Participants are advised to check the Competition Website regularly for any new information or changes related to the Competition and these Competition Documents. All matters, information or changes as announced in the Competition Website concerning the Competition shall be deemed to have been read and confirmed by the Participants and shall be binding upon all the Participants.

# Submission

## Registration

Interested parties shall first register for the Competition by submitting a scanned copy of the duly completed and signed Submission Forms contained in Attachment C to the Administrator **by email**. The Entry Form must be received by the Administrator on or before **12:00 noon on 28 October 2013 (Monday) (Hong Kong Time)**.

Registration Email:  
[registration\\_pavilion@wkcd.a.hk](mailto:registration_pavilion@wkcd.a.hk)

## Deliverables

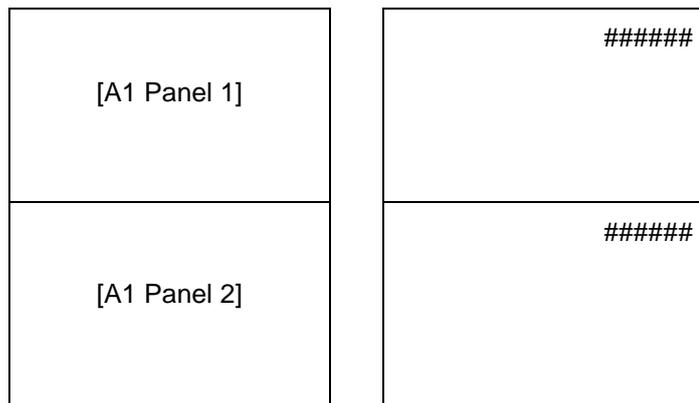
Deliverables showing no identity of any entity, i.e. to be anonymous, of the Competition are as follows:

- (1) 2 nos. A1 size (841mm x 594mm; maximum 13mm thick) foam board panels in landscape layout format and top-and-bottom arrangement for presentation and display purpose. The panels shall be numbered at the back for ease of display. The presentation shall comprise:
  - i. Site plan of the Pavilion (scale 1:500)
  - ii. Plan(s), elevation(s) and longitudinal section(s) for the Pavilion (scale 1:200)
  - iii. Detailed section(s) (scale 1:20)
  - iv. Key aerial / exterior / interior perspective view(s) for the Pavilion
  - v. Other illustrations that can show the ideas and design concepts.
  - vi. Area of accommodations on the plans

The layout of the panels shall follow the following format:

Front:

Back:



##### = Confidential  
Registration Number

- (2) An explanatory statement of the ideas and design concepts in English in not more than 500 words, printed on one A4 page. (Remarks: the participants are required to submit the explanatory statement in Traditional Chinese upon request)
- (3) Preliminary Construction Programme, printed on one A4 page.
- (4) Indicative construction cost estimate with breakdown, printed on one A4 page (Attachment H).
- (5) A CD-Rom / DVD containing an electronic version of item 1 above in full A1 scale and a high resolution A4 .jpg format no less than 300 dpi of each panel, item 2 & 4 above in .doc and .pdf format, and item 3 above in .pdf format.
- (6) A sealed, opaque envelope (A4 size) clearly marked with “**Design Competition for Arts Pavilion**” enclosing the duly completed and signed **original** Submission Forms (Attachment C) , Document (Attachment D) and a copy of the proof of eligibility, i.e. a printed copy of the membership certificate of HKIA registered practice.

For a Lead Participant who is having a registered HKIA practice himself/herself, he/she should submit his/her office's membership certificate of HKIA registered practice. For a Lead Participant who is NOT having a required registered practice, he/she should submit his/her Partnered Participant's certificate

This envelope should be attached to the back of the submission entry. Participants are reminded to ensure that all supporting documents required to be submitted with the Submission Forms and Document are enclosed therein.

## **Duplicate Copies of Entries**

The WKCDA, Administrator, Jury Panel will not be responsible for any damage to or loss of the submission entries. Submission entries will not be returned to the Participants and may be disposed of by the WKCDA in any manner, as the WKCDA deems appropriate after completion of the competition. If M+ in its sole discretion considers appropriate, the submission entries and materials may be accessioned into the permanent collection of the M+ Museum and they will become the absolute property of the Authority to be held by the M+ Museum.

Participants are advised to retain a duplicate copy of all their submission entries and materials. In case of any unforeseen events which result in the loss of or damage to the submission entries and materials, the Participants will be requested to forward a duplicate copy of their submission entries and materials to the Administrator as replacements at no additional cost to the WKCDA, Administrator, Jury Panel.

## Closing Date for Competition Submission

Submission entries in full must be delivered by hand and reach the following address between **12:00 noon on 20 November 2013 (Wednesday) and 12:00 noon on 22 November 2013 (Friday) (Hong Kong Time) sharp**:

**Attn: Administrator of Arts Pavilion Design Competition  
c/o West Kowloon Cultural District Authority**

29<sup>th</sup> Floor, Tower 6  
The Gateway, 9 Canton Road,  
Tsim Sha Tsui, Kowloon,  
Hong Kong

The working day and office hours of the WKCDA are 9:00am – 6:00pm Monday to Friday, except Hong Kong public holidays.

If a rainstorm black warning or typhoon signal No.8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon on the closing date, the closing time will be extended to 12:00 noon (Hong Kong time) on the next working day following the affected closing date(s).

An acknowledgement of receipt via e-mail will be issued by the Administrator within one week to the submission. If the Participant does not receive the acknowledgement, the Participant should clarify with the Administrator in writing immediately.

After the Participants having submitted their submissions entries, **no new or additional information / materials shall be accepted or considered by the Jury Panel** unless the Administrator requests such information in writing. All requisite additional information or material must be furnished within the time stipulated by the Administrator. All communications shall be made in writing in English.

## Anonymity of Entries

All submission entries must be marked with a Registration Number, which consists of a random 6-digit number assigned by the Administrator and written at the top right hand corner on the rear of each presentation panel, explanatory statement and CD-Rom/DVD. No other identification marks may be used.

The Confidential Registration Number will be issued to Participants via email **within two weeks** after the closing of the registration period, i.e. between 28 October 2013 (Monday) & 8 November 2013 (Friday). Those who have not received the Confidential Registration Number within the stipulated timeframe should clarify in writing to the Administrator via email: [pavilion.designcompetition.enquiry@wkcdca.hk](mailto:pavilion.designcompetition.enquiry@wkcdca.hk)

Any presentation panels, explanatory statement pages and CD-Rom / DVD submitted shall have no name or mark that could serve as a means of identifying the Participants, except the Confidential Registration Number. The Administrator, upon receiving the submission entries, shall remove and destroy any wrapping materials with markings that shall reveal identifications of the Participants. Before the announcement of the results of the Competition, no person in the Participants shall, without the prior authorization of the Administrator, disclose, exhibit or publicize the submission entries in any form. Any Participants in contravention of these confidential obligations may be

disqualified in the Competition.

## **Competition Enquiries**

Participants may seek clarifications or make enquiries regarding details of the Competition before **12:00 noon on 28 October 2013 (Monday) (Hong Kong Time)**. Other than the specified period, the Administrator will not respond to any enquiries or requests for clarification from any Participants relating to the Competition.

All enquiries must be made formally in writing to the Administrator by email in English to the e-mail address set out below. The Administrator may publish the queries and responses on a specified section of the Competition Website to make them known to all Participants. There will be no individual replies. Verbal queries will not be entertained. It is the responsibility of each Participant to check the WKCD's Website during the Competition for latest information and responses related to the Competition.

Email address for enquiries:

[pavilion.designcompetition.enquiry@wkcd.hk](mailto:pavilion.designcompetition.enquiry@wkcd.hk)

# Appendix – Rules & Conditions

## Compliance

Any Participant who does not observe or comply with the rules, requirements or conditions in these Competition Documents may be disqualified. Any disqualification shall be at the absolute discretion of the WKCDA. The decision of the WKCDA shall be final and binding and not subject to appeal.

## Insurance

Participants shall insure the submission entries and materials in transit at their own cost and bear the costs of delivery. The WKCDA will keep the submission materials in custody. The WKCDA, Administrator and their agents shall have no further duty than that of a normal custodian. Participants shall also insure the submission entries and materials in the custody of the WKCDA, Administrator or their agents at their own cost. The WKCDA and Administrator will NOT arrange any insurance coverage for the submission entries and materials

## Confidentiality

All Participants shall keep their submission entries and materials confidential and shall take such necessary steps to ensure the same are not disclosed to any third parties throughout the Competition until the final announcement of the results of the Competition.

The assessment process will be carried out in strict confidence. The WKCDA, Jury Panel, Administrator and Management of the WKCDA will not disclose any details of the assessments. All members of the Participants agree to waive any right to seek information or data about the assessment on their submission entries and materials during or after the completion of the Competition. Before the completion of the Competition (which will be confirmed by the WKCDA via the Administrator), no person shall disclose, exhibit or publish any materials related to the Competition in any form unless with the prior written authorisation of the WKCDA via the Administrator. Participants must not disclose any information relating to their submission entries and shall never identify in the public nor disclose to any person its Confidential Registration Number. Any unauthorised publicity or disclosure of any materials related to the Competition by any person may result in the disqualification of the relevant entry. For the avoidance of any doubt, the WKCDA shall have the right to, and by entering into the Competition, the Participants are deemed to have agreed and obtained all consents that the WKCDA shall have such right to use the names and biographies of all individuals, companies, project team members of the Participants for all purposes in connection with the publicity, advertising and promotion of the Competition or its results or in connection with their submission entries.

Participants shall refer all media queries related to the Competition to the WKCDA via the following contact:

Ms. Debbie Ho (Assistant Public Relations Manager)  
Telephone (852) 2200 0210 / (852) 6608 0909  
Facsimile: (852) 2895 0021  
email: [debbie.ho@wkcda.hk](mailto:debbie.ho@wkcda.hk).

For the avoidance of doubt, the confidentiality requirement stipulated above only applies to information related to the Competition, and does not restrict the Participants from having media contact on other matters not related to the Competition (i.e. Participants are permitted to answer enquiries related to the firm / company's past projects or experiences).

## **Implementation Winning Design**

**of The**

It is the intention of the WKCDA, subject to the approval of the Board, to adopt the design of the FIRST PRIZE winning Participant ("Winning Design" and "Winner" respectively) with or without modifications for the design of the Pavilion. However, the WKCDA is NOT bound to adopt the Winning Design as the basis for the finalisation of the detailed design of the Pavilion or any design proposal from the Competition. The WKCDA reserves its right at its absolute discretion to adopt any design proposal received through the Competition as the design for the Pavilion. The WKCDA is not required to give any reason or explanation for the decision and its decision is final and not subject to appeal.

It is the intention of the WKCDA, subject to the approval of the Board, to appoint the Participant whose design proposal is adopted for the design of the Pavilion, as the design consultant for the Pavilion. However, the WKCDA is not bound to appoint such Participant as the design consultant. The WKCDA reserves its right at its absolute discretion to negotiate with any design teams to proceed with the adopted concept design for the details and arrangements in implementing the Pavilion. The WKCDA is not required to give any reason or explanation for the decision for such appointment and its discretion is final and not subject to appeal.

Participants acknowledge that the execution of the works for the Pavilion will be subject to the final approval of the Board of the WKCDA, and the WKCDA reserves the right not to commence or proceed with the execution of the Pavilion at any stage.

If the Winner or any design team from the Competition is appointed, it will be engaged by the WKCDA as the design consultant to carry out the development and implementation of the Pavilion design, and to undertake the construction of the works in accordance with the Design Brief, and the Consultancy Agreement and the Consultancy Brief (scope of design services) in Attachment F of these Competition Documents. The appointed design team shall be deemed to have read and agreed to all such terms and conditions, subject to any amendments as shall be agreed between the appointed design team and the WKCDA.

## **Remuneration**

Apart from the prizes awarded to the Participants submitting the Winning Entries and Commendation Entries, no Participant shall be entitled to any remuneration, payment or compensation for participating in the Competition and shall bear all costs and expenses incurred by them in participation in the Completion.

## **Budget and Professional Fee**

The budget for construction of the Pavilion is HK\$20 million (MOD). In the event that the Participant is appointed as the design consultant, the appointed Participant will entitle to an all inclusive fee of HK\$3 million for the design and administration of the Pavilion project as described in the Consultancy Brief contained in Attachment F of these

Competition Documents. The scope of the services shall be “full and comprehensive” and be inclusive of all sub-consultants to be engaged by the appointed Participant at its own cost as required for the execution of the Services, except where it is expressly excluded.

The Fee shall also be inclusive of, and will be deemed to have included the cost to the appointed Participant of making reasonable changes to the design and layouts to suit revised user’s requirements, and changes as a result of compliance with any Hong Kong statutory requirements during the detailed design and construction of the Pavilion. For the avoidance of doubt, the Fee shall be inclusive of and be deemed to include the administration of the project of the Pavilion during the construction stage inclusive of statutory supervision requirements, but shall not include the provision of full time Resident Site Staff or other site supervisory services, which will be instructed and compensated by the WKCDA separately if needed and approved.

## **Reservation**

- i) Participants acknowledge that the execution of the Pavilion project will be subject to final approval by the Board of the WKCDA, and furthermore, the WKCDA reserves the right not to commence or proceed with the execution of the works at any stage.
- ii) Whilst it is the intention of the WKCDA to use the Winning Design and appoint the Winner as the design consultant for the works for the Pavilion, the WKCDA reserves the right not to adopt or commence or proceed with the execution of the Winning Design or appoint the Winner as the design consultant, if in its opinion, having regard to circumstances, it considers inappropriate to do so.

## **Intellectual Property Rights**

Participants and all companies, firms, individuals and other members comprising the Participants (the “participants”, and each a “participant”) warrant and represent that all works comprised in the submission entries and materials shall be the original works of the Participants (or belonging to those Participants who enter as a company or as a project team), and shall not contain any materials which may infringe any third party proprietary including intellectual property rights. All Participants further warrant and represent that where other individuals contributed towards the creation of the submission entries and materials, all those individuals have assigned all their proprietary (including intellectual property) rights to the Participants and nothing shall prohibit or restrict the rights from vesting unto them for use by the WKCDA. Submission entries and materials which contravene anything in this section regarding proprietary rights will be disqualified. If a contravention is only discovered after an award was presented, the award will be cancelled and the Participants shall return all the prizes, monies and awards. The offending Participant shall indemnify and hold the WKCDA, and the Administrator, and all persons deriving rights from it harmless against all claims, liabilities, costs, losses or damages as the WKCDA, and the Administrator, and all persons deriving rights from it may suffer or incur as a result of a breach of any of the warranties contained in this Paragraph by the offending Participant.

### **Licenses and rights granted by all Participants**

All Participants, by participating in the Competition are deemed to have granted to the WKCDA, free of all fee, the following licences:

- i) the licence to display, exhibit and/or make available their submission entries or any part(s) thereof (whether in physical or electronic form) to the public;
- ii) the licence to publish their submission entries, in whole or in part, in any medium;
- iii) a perpetual, royalty free and free of all other fees or charges, non-exclusive, freely assignable and irrevocable world-wide licence (carrying the right to grant sub licences) to use, reproduce, distribute, modify, adapt and translate the submission entries and deliverables or any part(s) thereof for any purposes as collections of the M+ museum or any other museum or gallery as the WKCDA considers appropriate;
- iv) the property in the submission entries and materials, including, without limitation, presentation materials and all other plans, perspectives models and drawings submitted for the purposes of the Competition shall become the absolute property of the WKCDA and may be accessioned into the WKCDA's M+ Collection and be held in perpetuity therefor and exhibited by the WKCDA in the M+ museum or any other museum, gallery, display space or other location of the WKCDA's choosing at whatsoever time and for whatsoever period as the WKCDA or the staff of the M+ museum may in their absolute discretion decide;
- v) the right (but not an obligation) to publish the names and biographies of members comprising the Participants for the purposes in connection with their submission entries and materials.

### **Licences and rights granted by the Top Three Entries**

On top of and in addition to the licences and rights granted in the preceding paragraphs, the Participants of the Top Three Entries will, by virtue of participating in the Competition and the grant of the awards, be deemed to have granted to the WKCDA a perpetual, royalty free, free of all fees, **exclusive**, freely assignable and irrevocable world-wide licence (carrying the right to grant sub licences) to use, reproduce, distribute, modify, adapt and translate the submission entries and deliverables or any part(s) thereof for any or all purposes, including, without limitation, all intellectual property rights subsisting therein for all purposes in connection with the Authority, the Pavilion, or the WKCD or their development, build and maintenance.

The above licenses and rights shall be in effect until expiry of the term of protection afforded to the intellectual property rights subsisting in the relevant submission entry. Each of the Participants covenants to execute all documents and perform all

such further acts as may be necessary or requested by the WKCDA for the purpose of formally and fully granting such licenses and rights to the WKCDA.

All Participants shall execute and submit the Licence and Undertakings in the form of Attachment D and return the same to the WKCDA together with the submission entries.

The Participants of the Top Three Entries will be required to execute and submit the Deed of Licence and Undertaking in the form of Attachment E prior to the announcement of the results of the Competition and the WKCDA shall notify the Participants of the Top Three Entries of the details of the execution arrangement when the time is nearer.

The Participants of the Top Three Entries must acknowledge and accept that the abovementioned licenses may be a pre-condition before the WKCDA shall finalise or confirm any award.

If any Participant fails to execute the requisite licenses in accordance with the foregoing, the relevant entry shall be disqualified and such participant, together with other participant(s) (if any) of the relevant entry, will not be considered for the subsequent consultancy for the development of the detailed design, tender documentation and construction of the Pavilion project.

Any assignment made by the Participants as the owners of the intellectual property rights subsisting in the submission entries shall be subject to the licenses of the WKCDA as set out in this section. The owners shall also impose obligation(s) on the assignees to make such intellectual property rights subject to licenses of the WKCDA in any subsequent assignments to the intent that such obligation(s) shall apply to all subsequent assignees.

## **Languages and Time**

The language used in this Competition is English. Submission entries shall be made in English. Where Chinese is used in the submission entries and materials, the equivalent in English translation must appear alongside or below the Chinese title or text. In the case of any discrepancy between the English and Chinese languages, the interpretation of the Jury Panel shall be final and conclusive.

Throughout the course of the Competition, time mentioned in the Competition Documents shall be construed as Hong Kong time, (GMT +08.00).

## **Disclaimers**

The WKCDA, Administrator, Jury Panel will not be responsible or liable for any loss or damage to the submission entries if they are found to be erroneous, damaged, destroyed, lost, late in submission, incomplete, illegible and misdirected to other places, or any other damage or loss arising out of, or in connection with, or relating to the Competition, the submission entries and the participation in the Competition, regardless of the cause, or any fault of the WKCDA, Administrator, Jury Panel or any person for whom the WKCDA, Administrator, Jury Panel is responsible, and notwithstanding that any of those persons may have been advised of the possibility of such loss or damage.

The WKCDA may at its discretion cancel, modify or suspend the

Competition. All Participants shall not be entitled to any compensation as a consequence to such cancellation, modification or suspension of the Competition.

## **Disqualification**

Any Participant who does not observe or comply with the rules, requirements or conditions as set out in these Competition Documents may result in his disqualification from the Competition.

## **Severability**

If any provision these Competition Documents is determined to be illegal or unenforceable by any court of competent jurisdiction or arbitrator, such provision shall be deemed to have been deleted without affecting the remaining provisions of the Competition Documents.

## **Jurisdiction**

The WKCDA and Jury Panel's decision regarding all aspects of the Competition is final and binding on all Participants, and decisions cannot be appealed against. Participants shall not have the right to request for access to the Jury Panel's comments or records on the adjudication.

These Competition Documents shall be governed by and construed in all respects according to the laws from time to time in force in the Hong Kong Special Administrative Region (HKSAR). The WKCDA and the Participants shall submit to the exclusive jurisdiction of the courts of the HKSAR.

## **General Provisions**

In these Competition Documents unless the context otherwise requires:

- i) Words importing the singular number shall include the plural and vice versa;
- ii) Words importing any particular gender shall include all other genders;
- iii) Words importing the whole shall be treated as including a reference to any part of the whole.
- iv) the time of receipt of communications sent by electronic transmission or facsimile shall be the time such record comes to the knowledge of the addressee; and
- v) time shall be of the essence for any time, date and period mentioned in these Competition Documents.

The WKCDA reserves the right to alter these Competition Documents. The amendments made will be announced in the Competition Website.

## **ATTACHMENTS**

## **ATTACHMENTS**

- A. *Site Plan and Site Photos***
- B. *Notes of Open Space (1) Zone in the Approved West Kowloon Cultural District Development Plan***
- C. *Submission Forms***
- D. *Licence and Undertaking***
- E. *Deed of Licence and Undertaking***
- F. *General Conditions of the Consultancy Agreement***
- G. *Names of the WKCDA's Board / Committees Members / Management of the WKCDA***
- H. *Cost Breakdown of the Indicative Construction Costs***

# ***ATTACHMENT A***

## **Site Plan and Site Photos**

Site Plan (Colour Version)

藝術、文化、娛樂及商業用途 (1)

ARTS, CULTURAL,  
ENTERTAINMENT AND  
COMMERCIAL USES(1)

AND COMMERCIAL  
USES(2)

OU

混合用途  
MIXED US

OU

O(2)

OU

混合用途 (1)  
MIXED USE

OU

藝術、文化、娛樂及商業用途 (2)

ARTS, CULTURAL,  
ENTERTAINMENT AND  
COMMERCIAL USES(2)

M+

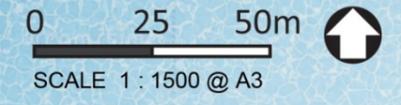
WEST HARBOUR  
CROSSING VENTILATION  
BUILDING

POSSIBLE TEMPORARY  
PERFORMING  
ARTS VENUES

AIRPORT RAILWAY VENTILATION AND  
TRACTION SUBSTATION BUILDING

ARTS  
PAVILION

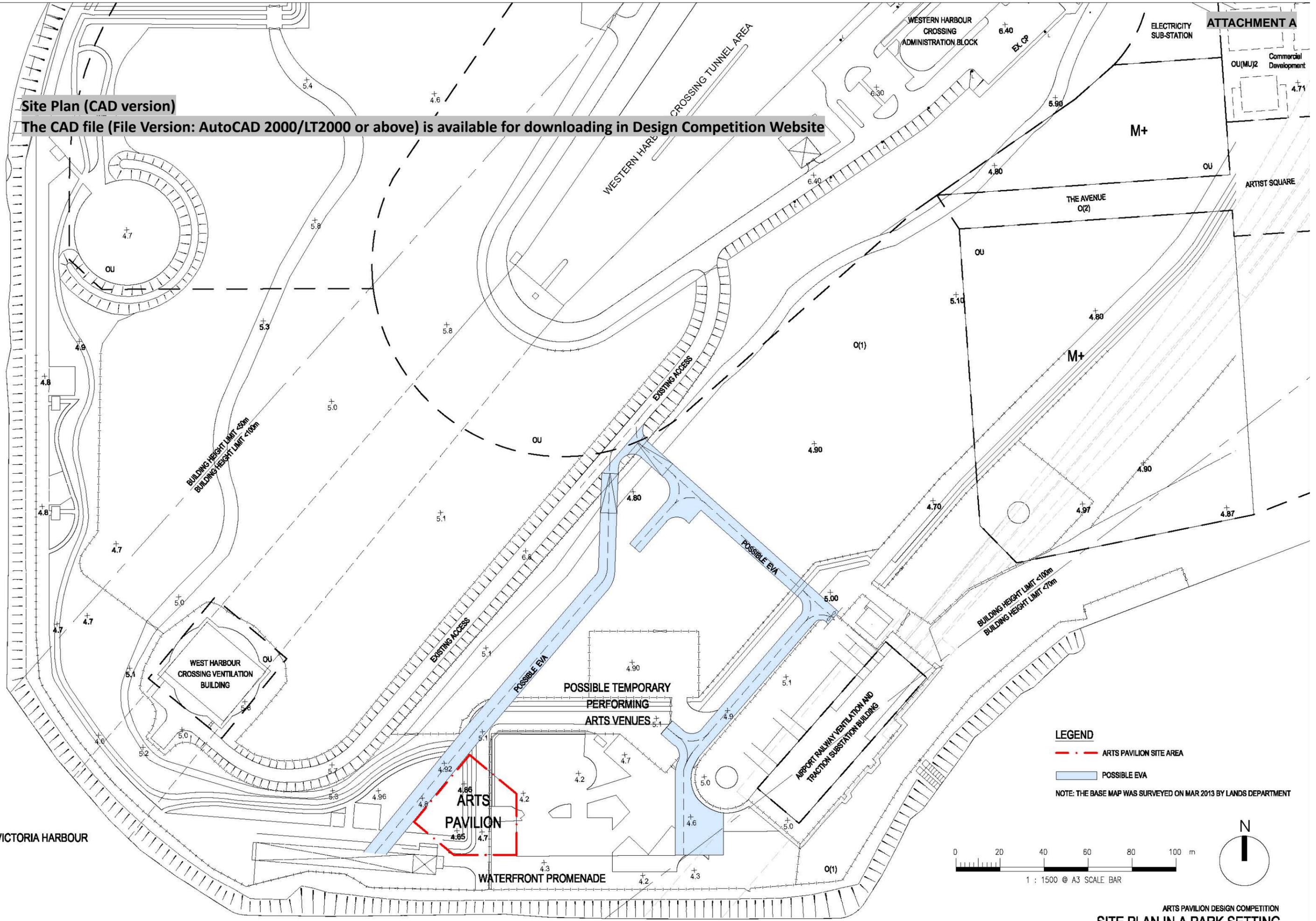
WATERFRONT PROMENADE



ARTS PAVILION DESIGN COMPETITION  
SITE PLAN IN A PARK SETTING

Site Plan (CAD version)

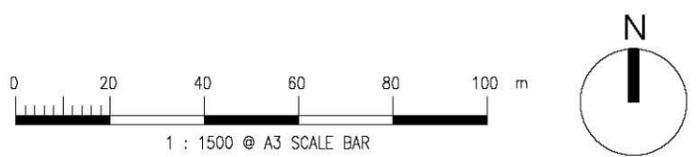
The CAD file (File Version: AutoCAD 2000/LT2000 or above) is available for downloading in Design Competition Website



**LEGEND**

- ARTS PAVILION SITE AREA
- POSSIBLE EVA

NOTE: THE BASE MAP WAS SURVEYED ON MAR 2013 BY LANDS DEPARTMENT



Site Photos – The boundary on the site photos is indicative for reference only



Aerial View – This aerial photo was taken in Dec 2012 which will slightly differ from the current site conditions.

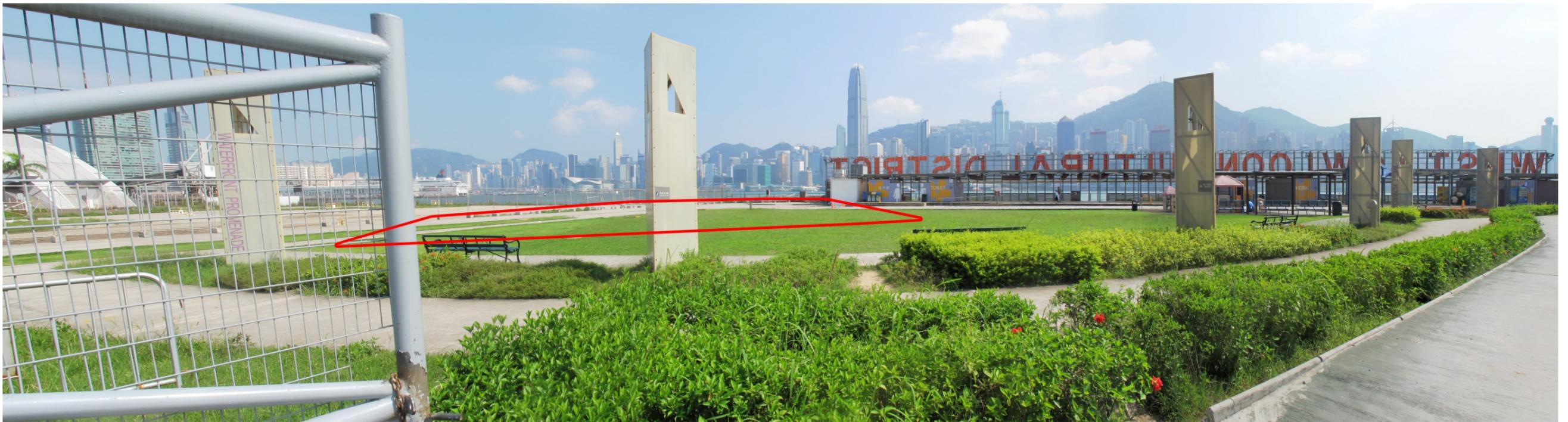
Site Photos – The boundary on the site photos is indicative for reference only



View 1



View 2



View 3

Site Photos – The boundary on the site photos is indicative for reference only



View 4



View 5

## ***ATTACHMENT B***

### **Notes of Open Space (1) Zone in the Approved West Kowloon Cultural District Development Plan**

## Notes of Open Space (1) Zone in the Approved West Kowloon Cultural District Development Plan No. S/K20/WKCD/2

- 1 -

S/K20/WKCD/2OPEN SPACE

Column 1 Uses always permitted	Column 2 Uses that may be permitted with or without conditions on application to the Town Planning Board
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For "Open Space (1)" only

Aviary	Eating Place
Educational Institution (related to arts and culture only)	Educational Institution (not elsewhere specified)
Government Refuse Collection Point (underground only)	Exhibition or Convention Hall
Park and Garden	Government Refuse Collection Point (not elsewhere specified)
Pavilion	Government Use (not elsewhere specified)
Pedestrian Area	Marina
Picnic Area	Pier
Playground/Playing Field	Place of Entertainment
Place of Recreation, Sports or Culture	Private Club
Promenade	Public Utility Installation (not elsewhere specified)
Public Convenience	Public Vehicle Park (excluding container vehicle) (not elsewhere specified)
Public Utility Installation (underground only)	School (not elsewhere specified)
Public Vehicle Park (excluding container vehicle) (underground only)	Shop and Services
School (related to arts and culture only)	Training Centre (not elsewhere specified)
Sitting Out Area	Utility Installation for Private Project (not elsewhere specified)
Training Centre (related to arts and culture only)	
Utility Installation for Private Project (underground only)	

(Please see next page)

OPEN SPACE (Cont'd)Planning Intention

This zone is intended primarily for the provision of outdoor open-air public space for active and/or passive recreational uses serving the needs of local residents, the general public as well as visitors. On land designated "Open Space (1)" ("O(1)"), the open space is provided in the form of a park by the waterfront with arts and cultural facilities and a continuous waterfront promenade. On land designated "O(2)", the open space comprises piazzas / squares and a vehicle-free tree-lined avenue, with arts, cultural, retail, dining and entertainment uses to create a vibrant atmosphere along the avenue.

Remarks

- (1) The total public open space provided within this zone and the "Other Specified Uses" annotated "Arts, Cultural, Entertainment and Commercial Uses" zone shall be not less than 23 hectares (including 3 hectares of piazza areas). Within this zone, a waterfront promenade of not less than 20 metres in width shall be provided.
- (2) On land designated "O(1)" and "O(2)", no new development, or addition, alteration and/or modification to or redevelopment of an existing building shall result in a total development and/or redevelopment in excess of the maximum building heights in terms of number of storeys as stipulated on the Plan, or the height of the existing building, whichever is the greater.
- (3) On land designated "O(1)", no new development, or addition, alteration and/or modification to or redevelopment of an existing building shall result in a total development and/or redevelopment in excess of a maximum total gross floor area (GFA) of 10 900m<sup>2</sup> for arts, cultural, retail, dining and entertainment uses, or the GFA of the existing building, whichever is the greater.
- (4) On land designated "O(2)", no new development, or addition, alteration and/or modification to or redevelopment of an existing building shall result in a total development and/or redevelopment in excess of a maximum total GFA of 300m<sup>2</sup> for arts, cultural, retail, dining and entertainment uses, or the GFA of the existing building, whichever is the greater.
- (5) In determining the relevant maximum number of storey(s) for the purposes of paragraph (2) above, any basement floor(s) may be disregarded.

(Please see next page)

OPEN SPACE (Cont'd)Remarks (Cont'd)

- (6) In determining the maximum GFA for the purposes of paragraphs (3) and (4) above, any floor space that is constructed or intended for use solely as car park, loading/unloading bay and plant room, provided such uses and facilities are ancillary and directly related to the development or redevelopment within the "O" zone, may be disregarded. Any floor space that is constructed or intended for use solely as public transport and underground railway facilities, as required by the Government, may also be disregarded.
- (7) In determining the maximum GFA for the purposes of paragraphs (3) and (4) above, any underground floor space that is constructed or intended for use solely as car park, plant room and vent shaft, provided such uses and facilities are ancillary and directly related to other development or redevelopment in the West Kowloon Cultural District, may be disregarded.
- (8) In determining the maximum GFA for the purposes of paragraphs (3) and (4) above, any covered area and floor space that are constructed or intended for use solely as covered walkway, pavilion, public convenience and park management office, provided such uses and facilities are supporting facilities for public enjoyment of the open space, may be disregarded.
- (9) Based on the individual merits of a development or redevelopment proposal, minor relaxation of the building height and GFA restrictions stated in paragraphs (2) to (4) above may be considered by the Town Planning Board on application under section 16 of the Town Planning Ordinance.
- (10) Notwithstanding paragraph (9) above, relaxation of the building height restrictions may be considered by the Town Planning Board on application under section 16 of the Town Planning Ordinance for any free-standing arts and cultural facilities on individual merits.

(Please see next page)

# ***ATTACHMENT C***

## **Submission Forms**

## Competition to Select the Design of the Arts Pavilion in the West Kowloon Cultural District

All Participants (i.e. Design Teams and individuals, companies or firms, members including sub-consultant(s) comprising the Design Teams) shall complete this Form.

(submit separate page if necessary).

\*delete if inappropriate

# please fill in correctly as all communication between the Administrator and the Participant will be via e-mail

### 1) Lead Participant's Particulars (All interested parties, for example, Architects/ designer/artists/ other related professionals)

Name of Firm/ Company: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ (Mr/Miss/Ms\*)

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Email Address: \_\_\_\_\_

Registered Practice in HKIA      Yes       No

### 2) Hong Kong Institute of Architects Registered Practice (if Lead Participant is not a HKIA registered practice)

Name of Firm/ Company: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ (Mr/Miss/Ms\*)

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Email Address: \_\_\_\_\_

Proposed Form of Business Relationship:

Joint Venture       Consortium       Partnership       Sub-Consultant

Other form of Collaboration or Association (Please specify):  
\_\_\_\_\_

**Note:** Please complete item (4) if any form of Joint Venture, Consortium or Partnership relationship is proposed between the Lead Participants and the Partnering Architectural Practice. For other forms of collaboration or association, please provide the appropriate letter of association.

### 3) Proposed Authorised Person in HK

Name/ Name of Firm/ Company: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ (Mr/Miss/Ms\*)

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Email Address: \_\_\_\_\_

**4) Proposed Registered Structural Engineer in HK**

Name/ Name of Firm/ Company: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ (Mr/Miss/Ms\*)

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Email Address: \_\_\_\_\_

**5) Proposed Building Services Engineer**

Name/ Name of Firm/ Company: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ (Mr/Miss/Ms\*)

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Email Address: \_\_\_\_\_

**6) Other Participant member (submit separate pages if necessary)**

Name/ Name of Firm/ Company: \_\_\_\_\_

Person in Charge: \_\_\_\_\_ (Mr/Miss/Ms\*)

Telephone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Facsimile: \_\_\_\_\_

# Email Address: \_\_\_\_\_

**7) Joint Venture or Consortium Data (if applicable)**

**i. JV/Consortium/Consultant Team Specific Information:**

The following information should be provided and completed by the Lead Member in the JV:

**JV/Consortium (Agency) Name:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and title of Contact Person to whom documents and future correspondence may be addressed:**

Contact: \_\_\_\_\_

Job Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

ii. Local Hong Kong Address and Name of Contact Person(s) (if different to (i) above):

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Telephone: \_\_\_\_\_ Mobile No: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

iii. Names of JV/Consortium Members and % share of JV by each Member (submit separate page if necessary)

- a. Lead Member: \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_

8) Details of the Design Team for Record and Publicity Purposes

**Note:** Please indicate how the Design Team would like to be presented for record and publicity purposes. Please follow the template identified below.

Design Team Name \_\_\_\_\_

(i.e. [Architect A])

(i.e. [Architect A] and [Architect B])

Country of Origin \_\_\_\_\_

(i.e. [Country A])

(i.e [Country A] and [Country B])

**9) Design Team Key Personnel List**

Please provide in the following a list of Key Personnel involved in the Arts Pavilion Design Competition

<b>Company / Firm</b>	<b>Key Personnel Involved</b>
<b>Lead Participants</b>	<i>[name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] Etc...</i>
<b>Hong Kong Architectural Registered Practice of HKIA</b>	<i>[name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] Etc...</i>
<b>Authorised Person in HK</b>	<i>[name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] Etc...</i>
<b>Registered Structural Engineer in HK</b>	<i>[name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] Etc...</i>
<b>Building Services Engineer</b>	<i>[name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] Etc...</i>
<b>Other participant's member</b>	<i>[name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] [name of personnel, position in practice] Etc...</i>

Please clearly mark against the above names of those who are also registered as Authorized Persons, Registered Structural Engineers with the Buildings Department under the Buildings Ordinance (Cap. 123).

## DECLARATION FORM

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To: **West Kowloon Cultural District Authority**

Re: **West Kowloon Cultural District Authority (the "Authority")  
Competition to Select Design of the Arts Pavilion in the West Kowloon Cultural District (the "Competition")**

1. **[I / We]\*** agree and accept the requirements, terms and conditions in the Competition Documents and any supplements thereto and will accept all decisions made by the Authority regarding all aspects of the Competition.

2. In accordance with "Eligibility" and "Conflict of Interest" sections of the Competition Documents:

a) <sup>##</sup> **[I / We]\*** declare that **[I / we]\*** do not have any actual, potential or perceived personal or financial interest or involvement in or which may arise with respect to our participation in the Competition.

OR

b) <sup>##</sup> **[I / We]\*** declare that **[I / we]\*** do not have any actual, potential or perceived financial or personal interest or involvement in or which may arise with respect to our participation in the Competition, but **[I / we]\*** would like to seek the Authority's evaluation of or attention to the circumstances below:-

**Items to declare:**

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*(attach separate pages if required)*

OR

c) <sup>##</sup> **[I / We]\*** declare that **[I / we]\*** have the following actual, potential or perceived financial or personal interest or involvement which may arise with respect to our participation in the Competition: -

**Items to declare:**

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---

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*(attach separate pages if required)*

3. In addition, in accordance with "Eligibility" and "Conflict of Interest" sections of the Competition Documents:

a) <sup>##</sup> **[I / We]\*** declare that **[I / we]\*** do not have any close personal or business relationships or associations with any of the persons listed in Paragraph of "Jury Panel" & "Independent Professional Advisory (Honorary)" and Attachment G of the Competition Documents ("WKCD Members").

OR

b) <sup>##</sup> **[I / We]\*** declare that **[I / we]\*** have the following personal or business relationships or associations with the following persons, whom are identified as WKCD Member(s).

**Items to declare:**

---

---

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*(attach separate pages if required)*

4. **[I / We]\*** also undertake that should such a conflict arise at any time during the course of the Competition, **[I / we]\*** will inform the Authority immediately.

**ATTACHMENT C  
SUBMISSION FORMS**

5. **[I/We]\*** undertake to hold in strict confidence of all information relating to the Competition that **[I/we]\*** have access to or otherwise come to **[my/our]\*** knowledge and not to divulge or disclose any such information without first obtaining the approval of the Authority and undertake not to take advantage of such information whether or not for personal gain.
6. **[I/We]\*** undertake not to offer, solicit or accept, directly or indirectly, any Advantage as defined under the Prevention of Bribery Ordinance, in connection with or arising from **[my/our]\*** participation in the Competition, unless with the prior consent of the Authority.
7. **[I / We]\*** consent and hereby authorize the Authority to investigate and verify any information of **[my/our]\*** declaration provided herein with any third parties.

**Declaration**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorised Signature  
Date:

- \* **Delete as appropriate**  
## **Please cross out the entire paragraph if not applicable**

**Explanatory Notes on Declaration Form**

1. All companies, firms or individual advisors comprising the Participant must separately sign and submit this Declaration Form (submit separate pages if necessary).
2. As a general principle and without prejudice to the absolute discretion of the Authority, any person, party, firm or advisor comprising the Participant having a **clear** conflict of interest in participating in the Competition or a **close** personal or business relationship with any of the WKCDA Members (as defined in Paragraph 3 below) will be prohibited from participating in the Competition. Persons, parties, firms or advisors comprising the Participant who are **likely** to have a conflict of interest may be prohibited from participating in the Competition subject to the absolute discretion of the Authority after close scrutiny and deliberation of all the circumstances of the case.
3. Members of the Board of the Authority, the Development Committee, the Museum Committee, the Administrator, the Independent Professional Advisor (Honorary), members of the Jury Panel and the management team of the Authority and parties or persons directly involved in the Competition are excluded from participating directly or indirectly in the Competition. A full list of these members, parties and persons is set out in Attachment G and in Paragraph of “Jury Panel” and “Independent Professional Advisory (Honorary)” of these Competition Documents (collectively “WKCDA Members” and each a “WKCDA Member”). Their immediate family members, and partners are also prohibited from participating in the Competition whether directly or indirectly.
4. Any person, party, firm or advisor falling within the categories mentioned in Paragraph 3 above are examples of those who would have a clear conflict of interest or a close personal or business relationship and are therefore prohibited

from participating in the Competition.

5. Examples of those who are likely to present a conflict of interest are employees, associates, past students, clients or friends who are in regular contact with a WKCDA Member, or who are members of or frequent visitors to clubs or societies or professional bodies in which a WKCDA Member is actively involved, or companies, partnerships or proprietorships, business-like or working relationships in which a WKCDA Member has control or influence over their business and their management, associates and employees. In each of these cases, the Authority will closely examine whether they are eligible to participate in the Competition.
6. The examples in Paragraph 4 and 5 are not exhaustive and would not restrict or limit the Authority's discretion to determine the eligibility of any person in the Participant to participate in the Competition. The list of WKCDA Members in Paragraph 3 is also not exhaustive, and does not relieve the declarant from responsibility for declaring any conflict of interest as and when it arises and comes to their knowledge.
7. If any party, person, firm or advisor comprising the Participant is doubtful whether a conflict of interest may arise, he should set out his queries herein with full details of the circumstances which he considers may give rise to a conflict of interest. The Authority shall have the absolute discretion to determine his eligibility, the Authority's decision is final and conclusive and is not subject to appeal. The Authority shall not be obliged to disclose any information concerning its deliberations or decision.
8. "Advantage" under the Prevention of Bribery Ordinance, Cap.201, the Laws of Hong Kong SAR means (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description; (b) any office, employment or contract; (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted; (e) the exercise or forbearance from the exercise of any right or any power or duty; and (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e), but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap 554), particulars of which are included in an election return in accordance with that Ordinance.

**10) Submission Checklist**

**IMPORTANT: Please refer to Paragraph “Deliverables” of these Competition Documents for details**

		Check
<b>DELIVERABLES</b>		
<b>1) Display Panel (One (1) to be provided)</b>		
a)	2 no. A1 size (841mm x 594mm; maximum 13mm thick) foam board panel in landscape layout format and top-and bottom arrangement for presentation and display purpose. The panels shall be numbered at the back for ease of display. The presentation shall comprise: <ul style="list-style-type: none"> <li>i. Site plan of the Pavilion (scale 1:500)</li> <li>ii. Plan(s), elevation(s) and longitudinal section(s) for the Pavilion (scale 1:200)</li> <li>iii. Detailed section (s) (scale 1:20)</li> <li>iv. Key aerial / exterior / interior perspective view(s) for the Pavilion</li> <li>v. Other illustrations that can show the ideas and design concepts.</li> <li>vi. Area of Accommodations on the plans</li> </ul>	
b)	An explanatory statement of the ideas and design concepts in English in not more than 500 words and printed on one A4 page. (Remarks: the participants are required to submit the explanatory statement in Traditional Chinese upon request)	
c)	Preliminary Construction Programme, printed on one A4 page.	
d)	Attachment H – Indicative Construction Cost Estimate with breakdown, printed on one A4 page.	
<b>2) Digital Copies</b>		
	A CD-Rom / DVD containing an electronic version of item (1a) above in full A1 scale and a high resolution A4 .jpg format no less than 300 dpi of each panel, items (1b, 1d) above in .doc and .pdf format and item (1c) in .pdf format.	
<b>FORMS</b>		
i)	Attachment C – Submission Forms (including Declaration of Interest)	
ii)	Attachment D –Licence and Undertaking completed duly and signed	

**Personal Information Collection Statement**

**Purpose of Collection**

1. The personal data and information provided in the submission entries will be used for the following purposes:
  - (i) registration of submission entries and verification of the eligibility of the Participants;
  - (ii) correspondence with the Participants;
  - (iii) announcement of the results of the Competition and award of the prizes relating to the Competition;
  - (iv) identification of the Participants in publishing, printing, display and exhibition of the submission entries;
  - (v) enforcement of provisions of the Competition Documents and the Deeds of Licence and Undertaking;
  - (vi) other purposes related to the Competition; and
  - (vii) purposes related to the purposes referred to in sub-paragraphs (i) to (v) above.

2. It is obligatory for the Participants to provide the personal data and information required by the Competition Documents. If they fail to provide the required data, the Administrator will not register the submission entries or verify the eligibility of the Participant.
  
3. The personal data provided may be disclosed to the Authority, other Government departments and bureau, professional institutes and the public for purposes mentioned in paragraph 1 above.

**Access to Personal Data**

You have the right to request access to and correction of your personal data provided in your submission entries in accordance with the Laws of Hong Kong Personal Data (Privacy) Ordinance (Cap.486). Should you need to exercise the right, you should make your request in writing to the Administrator.

**Labels Template to be used for Submittals**

<p>Registration No.: _____</p> <p><b>A1 Display Panel</b></p> <p><b>WKCD A Arts Pavilion Design Competition</b></p>	<p>Registration No.: _____</p> <p><b>A1 Display Panel</b></p> <p><b>WKCD A Arts Pavilion Design Competition</b></p>
<p>Registration No.: _____</p> <p><b>Digital Copy of Submission</b></p> <p><b>WKCD A Arts Pavilion Design Competition</b></p>	<p>Registration No.: _____</p> <p><b>Arts Pavilion Design Competition Submission for the West Kowloon Cultural District Authority</b></p> <p><b>Submission Forms</b></p>

## ***ATTACHMENT D***

### **Licence and Understating**

**LICENCE AND UNDERTAKING**

**All companies/ firms, including sub-consultant(s)/ individuals comprising the Participants shall complete this Form (submit separate page if necessary).**

To: West Kowloon Cultural District Authority (the "Authority")

I/We*,	(1)	_____	Registration No.	(1)	_____
	(2)	_____		(2)	_____
	(3)	_____		(3)	_____
	(4)	_____		(4)	_____
	(5)	_____		(5)	_____
	(6)	_____		(6)	_____

(Names of Firm(s) / Company(ies))

currently located at

(1)	_____
(2)	_____
(3)	_____
(4)	_____
(5)	_____
(6)	_____

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

- 1 The Participant has read carefully and understands the Competition Documents for the Design Competition to select design of Arts Pavilion in the West Kowloon Cultural District (hereinafter referred to as "the Competition") including any changes announced in the Competition Website as specified in the Competition Documents.
- 2 The Participant declares their eligibility to participate in the Competition and declares that all information stated on the Submission Form in Attachment C is true, accurate and complete.
- 3 The Participant agrees to be bound by the terms and conditions set out in the Competition Documents and all decisions of the Authority and Jury Panel.
- 4 Except as otherwise provided in Clause 5 herein, the Participant grants to the Authority and its authorised users, assigns and successors-in-title free of all fees, a royalty-free, free of all charges and fees, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual license (with the right to grant sub-licences) in relation to the submission entries and deliverables including all plans, drawings, models, sketches and all other things in whatever form that the Participant has submitted for the Competition (hereinafter referred to as "the Entry") for the purpose to:
  - (i) display, exhibit and/or make available their Entry or any part(s) thereof (whether in physical or electronic form) to the public;
  - (ii) publish their Entry, in whole or in part, in any medium; and

- (iii) use, reproduce (including without limitation as a 2 dimensional copy of a 3 dimensional work), publish, sell, distribute, issue, make available, modify, perform, adapt, translate, communicate, broadcast, exhibit, record or convert the Entry to any other medium whatsoever and further to exploit the Entry and the copyright subsisting in the Entry in all material forms or media by any means, whether now known or subsequently invented for any purposes as collections of the M+ museum or any other museum or gallery as the WKCD considers appropriate;
- 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 license in favour of the Participant for entering the Competition and free of all fee, a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable license together with an indemnity in favour of the Authority and their authorised users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 4, 6, 7 and 9 herein.
- 6 The Participant hereby assigns to the Authority the property in the Entry, including, without limitation, presentation materials and all other plans, perspectives models and drawings submitted for the purposes of the Competition and from the date of this Licence, the Entry shall become the absolute property of the Authority and may be accessed into the Authority's M+ Collection and be held in perpetuity therefor and exhibited by the Authority in the M+ museum or any other museum, gallery, display space or other location of the Authority's choosing at whatsoever time and for whatsoever period as the Authority or the staff of the M+ museum may in their absolute discretion decide.
- 7 The Participant agrees and undertakes to, immediately upon the request of the Authority, do all such things and sign and execute all such documents and deeds in any part of the world as may reasonably be required in order to perfect, protect or enforce any of the rights assigned and granted to the Authority pursuant to this Licence and Undertaking. 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 free of all fee, a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable license under which the Authority and their authorised users, assigns and successors-in-title are entitled to use the component of his Entry with an indemnity in their favour upon the same terms mutatis mutandis as those set out in Clauses 4, 6, 7 and 9 herein.
- 8 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 Documents;
  - (ii) the Entry is original and has never been published before and the use or possession of which by the Authority and their authorised 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 have never assigned or licensed any of such rights to any third party;

(v) the Participant has never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Authority, their authorised users, assigns and successors-in-title of the rights licensed pursuant to the provisions herein; and

(vi) this provision shall continue in full force and effect without limitation of time.

- 9 The Participant shall fully indemnify and keep indemnified the Authority, their authorised 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 Authority, their authorised users, assigns and successors-in-title or which the Authority, their authorised 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 Licence and Undertaking 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 of time.
- 10 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 Authority, such waiver to take effect upon creation of the Entry. This provision shall continue in full force and effect without limitation of time.
- 11 The Authority shall have the right (but not an obligation) to use the names and biographies of members comprising the Participant for all purposes in connection with the Entry.
- 12 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.
- 13 The Participant agrees that the provisions in this Licence and Undertaking shall bind his permitted assigns, personal representatives and successors in title.
- 14 Nothing in this Licence and Undertaking shall be deemed to constitute a partnership between the Participant and the Authority, their authorised users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of settlor and trustee.
- 15 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 process and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

IN WITNESS where of this Deed has been duly executed on the date above written.  
SIGNED, SEALED AND DELIVERED BY

[Name(s) of contact person of Firm(s) /  
Company(ies) ]

[Signature(s) of contact person of  
Firm(s) / Company(ies)]

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

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



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

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



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

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



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

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



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

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



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

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



SIGNED, SEALED AND DELIVERED

For and on behalf of the Assignee by

[Witness]

[name and appointment of the officer]

In the presence of \_\_\_\_\_

In the presence of \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

***\*Delete if inappropriate***

## ***ATTACHMENT E***

### **Deed of Licence and Undertaking**

**Deed of Licence and Undertaking**

**All companies/ firm(s), including sub-consultant(s) and individual comprising the Participant shall complete this Form (submit separate page if necessary).**

To: West Kowloon Cultural District Authority ("The Authority")

I/We*,	(1)	_____	Registration No.	(1)	_____
	(2)	_____		(2)	_____
	(3)	_____		(3)	_____
	(4)	_____		(4)	_____
	(5)	_____		(5)	_____
	(6)	_____		(6)	_____

(Names of Firm(s) / Company(ies))

currently located at

(1)	_____
(2)	_____
(3)	_____
(4)	_____
(5)	_____
(6)	_____

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

- 1 **I/We\*** execute this Deed of Licence and Undertaking pursuant to the terms and conditions of the Competition Documents in favour of the Authority in connection with the Competition to select design of Arts Pavilion in the West Kowloon Cultural District (hereinafter referred to as the "Competition").
- 2 **I/We\*** hereby grant to the Authority and its authorised users, assigns and successors-in-title, free of all fees and royalties, a freely transferable, irrevocable, exclusive, worldwide, perpetual and sub-licensable licence in relation to **my/our\*** Intellectual Property Rights in the submission entry including all plans, models, drawings, sketches and all other things in whatever form which **I/we\*** have submitted for the Competition (the submission entry shall hereinafter be referred to as "the Entry") and the licence provided in this clause shall hereinafter be referred to as "the Licence") to develop, build, construct, modify, produce, reproduce (including without limitation as a 2 dimensional copy of a 3 dimensional work), publish, sell, distribute, issue, make available, perform, adapt, translate, communicate, broadcast, exhibit, use, record or convert the submission entries to any other medium or form whatsoever and further to exploit the submission entries and the Copyright subsisting in the submission entries in all material forms or media by any means, whether now known or subsequently invented for any or all purposes, including, without limitation, all Intellectual Property Rights subsisting therein for all purposes in connection with the Authority, the Pavilion, or the WKCD or their development, build and maintenance.
- 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 free of all fees, a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable license in favour of the Authority and its

authorised users, assigns and successors-in-title to use the relevant component of my/our\* Entry for all purposes, including without limitation, in any of the West Kowloon Cultural District projects together with an indemnity in favour of the Authority and its authorised users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clause 2 and 6 herein.

- 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 Authority from time to time for the purposes of the Licence.
- 5 **I/We\*** hereby warrant and undertake that:
- (i) **I/We\*** have full capacity, power and authority to enter into this Deed.
  - (ii) the Entry is original and has never been published before and the use or possession by the Authority, its authorised 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 Authority, its authorised users, assigns and successors-in-title, of the rights licensed 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 Authority, such waiver to take effect upon creation of the Entry.

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

- 6 **I/We\*** shall fully indemnify and keep indemnified the Authority, its authorised 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 Authority, its authorised users, assigns and successors-in-title or which the Authority, its authorised 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 together with the Licence and Undertaking in Attachment D of the Competition Documents duly signed and completed by **me/us\*** shall constitute the entire agreement between **me/us\*** and the Authority (including but not limited to its authorised users, assigns and successor-in-title) concerning the Licence of the Intellectual Property Rights of the Entry and supersedes any prior agreements (whether oral or in writing), letters and other documents in whatever form concerning the same. In the event of any

inconsistency between this Deed and the Licence and Undertaking in Attachment D of the Competition Documents, the terms and conditions in this Deed shall prevail.

- 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 enure 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 Authority, its authorised users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of settlor 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 process and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

IN WITNESS where of this Deed has been duly executed on the date above written.  
SIGNED, SEALED AND DELIVERED BY

[Name(s) of contact person of Firm(s) /  
Company(ies) ]

[Signature(s) of contact person of  
Firm(s) / Company(ies)]

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

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



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

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



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

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



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

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



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

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



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

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



SIGNED, SEALED AND DELIVERED

For and on behalf of the Assignee by

[Witness]

[name and appointment of the officer]

In the presence of \_\_\_\_\_

In the presence of \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

***\*Delete if inappropriate***

## ***ATTACHMENT F***

### **General Conditions of the Consultancy Agreement**

**(To be provided upon Registration  
by submitting a completed & signed Submission Forms  
contained in Attachment C)**

## ***ATTACHMENT G***

**Names of the WKCDA's Board/Committees  
Members/Management of the WKDA**

## The Board of The West Kowloon Cultural District Authority Membership List

## 西九文化區管理局董事局 成員名單

### **Chairman:**

The Honourable Mrs Carrie LAM, GBS, JP  
Chief Secretary for Administration

主席：

政務司司長林鄭月娥女士，GBS，JP

### **Members (non-public officers):**

The Honourable Ronald ARCULLI, GBM, GBS, JP  
Mr Raymond FUNG Wing Kee, JP  
Mr Chris IP Ngo-tung  
Mr Leo KUNG Lin-cheng, BBS, JP  
The Honourable Jeffrey LAM Kin-fung, GBS, JP  
Mr Andrew LAM Siu-lo, JP  
Professor LEE Chack-fan, GBS, JP  
Dr Victor LO Chung Wing, GBS, JP  
The Honourable MA Fung-kwok, SBS, JP  
The Honourable SIN Chung-kai, SBS, JP  
Professor Jenny SO Fong-suk  
Mr Philip TSAI Wing-chung, JP  
Ms YIP Wing-sie, BBS, JP  
Mr Danny YUNG Ning-tsun  
Dr the Honourable Allan ZEMAN, GBM, GBS, JP

### **成員（非公職人員）：**

夏佳理先生，GBM，GBS，JP  
馮永基先生，JP  
葉傲冬先生  
孔令成先生，BBS，JP  
林健鋒議員，GBS，JP  
林筱魯先生，JP  
李焯芬教授，GBS，JP  
羅仲榮博士，GBS，JP  
馬逢國議員，SBS，JP  
單仲偕議員，SBS，JP  
蘇芳淑教授  
蔡永忠先生，JP  
葉詠詩女士，BBS，JP  
榮念曾先生  
盛智文博士，GBM，GBS，JP

### **Members (public officers):**

The Honourable TSANG Tak-sing, GBS, JP  
Secretary for Home Affairs  
*Alternate: Mr YOUNG Lap Moon, Raymond, JP*  
*Permanent Secretary for Home Affairs*

### **成員（公職人員）：**

民政事務局局长曾德成先生，GBS，JP  
候補：民政事務局常任秘書長楊立門先生，JP

The Honourable Paul CHAN Mo-po, MH, JP  
Secretary for Development  
*Alternate: Mr WAI Chi-sing, JP*  
*Permanent Secretary for Development (Works)*

發展局局长陳茂波先生，MH，JP  
候補：發展局常任秘書長(工務)韋志成先生，JP

ATTACHMENT G

NAMES OF THE WKCDA'S BOARD / COMMITTEES MEMBERS / MANAGEMENT OF THE WKCDA

Professor the Honourable K C CHAN, GBS, JP  
Secretary for Financial Services and the Treasury  
*Alternate: Ms Julia LEUNG Fung-ye, SBS, JP*  
*Under Secretary for Financial Services and the Treasury*

財經事務及庫務局局長陳家強教授，GBS，JP  
候補：財經事務及庫務局副局長梁鳳儀女士，SBS，JP

***Ex-officio Member:***

Mr Michael LYNCH, CBE, AM  
Chief Executive Officer of WKCDA

***當然成員：***

西九文化區管理局行政總裁連納智先生，CBE，AM

## Development Committee Membership List

## 西九文化區管理局 發展委員會成員名單

### **Chairman:**

The Honourable Ronald ARCULLI, GBM, GBS, JP

主席：

夏佳理先生，GBM，GBS，JP

### **Members (non-public officers):**

Mr Raymond FUNG Wing Kee, JP  
Mr Chris IP Ngo-tung  
Mr Andrew LAM Siu-lo, JP  
Professor LEE Chack-fan, GBS, JP  
Dr Victor LO Chung Wing, GBS, JP  
The Honourable SIN Chung-kai, SBS, JP  
Mr Philip TSAI Wing-chung, JP  
Ms YIP Wing-sie, BBS, JP  
Mr Danny YUNG Ning-tsun  
Dr the Honourable Allan ZEMAN, GBM, GBS, JP  
Mr LEE Shing See, GBS, OBE, JP  
Mr LIU Sing Cheong, JP  
Prof NG Yan-yung, Edward

### **成員 (非公職人員):**

馮永基先生，JP  
葉傲冬先生  
林筱魯先生，JP  
李焯芬教授，GBS，JP  
羅仲榮博士，GBS，JP  
單仲偕議員，SBS，JP  
蔡永忠先生，JP  
葉詠詩女士，BBS，JP  
榮念曾先生  
盛智文博士，GBM，GBS，JP  
李承仕先生 GBS, OBE, JP  
廖勝昌先生，JP  
吳恩融教授

### **Members (public officers):**

#### **Representative from Home Affairs Bureau**

Mr YOUNG Lap Moon, Raymond, JP

*Alternate : Mr. Wan Man-leung*

### **成員 (公職人員):**

民政事務局代表

楊立門先生，JP

候補：尹萬良先生

#### **Representative from Development Bureau**

Mr. WAI Chi-sing, JP

*Alternate : Mr. LIU Chun San*

發展局代表

韋志成先生，JP

候補：廖振新先生

## Museum Committee Member List

## 西九文化區管理局 博物館委員會成員名單

### **Chairman:**

Dr Victor LO Chung Wing, GBS, JP

主席：

羅仲榮博士，GBS, JP

### **Members (non-public officers):**

Mr Raymond Fung Wing Kee, JP

Mr. Chris IP Ngo-tung

The Honourable MA Fung-kwok, SBS, JP

The Honourable SIN Chung-kai, SBS, JP

Professor Jenny SO Fong-suk

Ms Claire HSU Man-kai

Mr LEUNG Chi Wo

Ms Kai-Yin LO, SBS

Mr David PONG Chun-ye

Ms Nansun SHI

Mr Alan WAN Siu-lun

成員（非公職人員）：

馮永基先生，JP

葉傲冬先生

馬逢國議員，SBS, JP

單仲偕議員，SBS, JP

蘇芳淑教授

徐文玠女士

梁志和先生

羅啟妍女士，SBS

龐俊怡先生

施南生女士

溫紹倫先生

### **Members (public officers):**

#### **Representative from Home Affairs Bureau**

Mr Raymond YOUNG Lap Moon, JP

*Alternate: Mrs Avia LAI WONG Shuk-han, DSHA(3)*

*Alternate: Ms Elizabeth TAI Ka Pui, PAS (WKCD)*

#### **Representative from Leisure and Cultural Services Department**

Dr Louis NG Chi-wa, AD(H&M)/LCSD

成員（公職人員）：

民政事務局代表

楊立門先生，JP

*候補：賴黃淑嫻女士，DSHA(3)*

*候補：戴家珮女士，PAS (WKCD)*

康樂及文化事務署代表

吳志華博士，AD(H&M)/LCSD

## Management of the WKCDA

## 行政人員名單

### Executive Director, M+

– Dr. Lars Nittve

M+行政總監

– 李立偉博士

### Executive Director, Project Delivery

– Dr. Chan Man-wai

項目推展行政總監

– 陳文偉博士

### Director, Chief Executive Officer's Office

– Ms. Bonny Wong

行政總裁辦公室總監

– 黃寶兒女士

### Head, Planning and Development

– Mr. Derek Sun

規劃及發展主管

– 孫知用先生

### Head, Project Procurement and Contracts

– Mr. Johnny TAM

項目採購及合約主管

– 譚頌良先生

### Head, Technical Services

– Mr. NG Ying-chuen

技術服務主管

– 吳應荃先生

### Head, Construction Project Management

– Mr. Jeremy Stowe

建築項目管理主管

– 司徒澤民先生

### Senior Architect

– Mr. Ringo Li

高級建築師

– 利國棟先生

## ***ATTACHMENT H***

### **Cost Breakdown of the Indicative Construction Costs**

**Cost Breakdown of the Indicative Construction Costs**

<u>Items</u>	<u>Brief Description / Specification</u>	<u>Amount (HK\$)</u>
1. Foundation and Sub-structure		
2. Structural Frame and Slab		
3. Facades (including external finishes and roof finishes)		
4. Internal Finishes		
5. Other Architectural Works and Builder's Works		
6. Building Services System (including electrical system, lighting, HVAC, FS, P&D, etc.)		
7. Security System (PC Sum)		400,000
8. Other Features (if any)		
	Sub-total of item 1 to 8	
9. Preliminaries (to allow 15% )		
	Sub-total of item 1 to 9	*
10. Inflation (to allow 5% )		
11. Contingencies (to allow 5%)		
Exclusion (list below if any) :-	Total :	

\* represent 3Q 2013 price level

**Design Parameters**

- (a) Gross Floor Area (m2) :
- (b) Construction Floor Area (m2) :  
(refer to the definition as below)
- (c) Elevation Area (m2) :
- (d) No. of Storey (No.) :
- (e) Storey Height (m) :

\* Construction floor area includes all construction area within the building and is measured to the outside face of external walls (or in the absence of such walls, the external perimeter) of the building and include all lift shafts, stairwells, carparks and E&M rooms, etc. but exclude lightwells and atrium voids.