

Design Competition on Green Link in Wong Chuk Hang

Competition Document

Co-organizers: Invigorating Island South Office, Development Bureau
Architectural Services Department
The Hong Kong Institute of Architects

Supporting Organizations: Civil Engineering and Development Department
Highways Department
Leisure and Cultural Services Department
The Hong Kong Institute of Landscape Architects
The Hong Kong Institute of Urban Design
Hong Kong Arts Development Council

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Definitions

For the purpose of this Competition Document including the Annexes,

“Architectural Services Department” means the Architectural Services Department of the Government of the Hong Kong Special Administrative Region.

“Civil Engineering and Development Department” means the Civil Engineering and Development Department of the Government of the Hong Kong Special Administrative Region.

“Competition” means the Design Competition on Green Link in Wong Chuk Hang contemplated in this Competition Document.

“Competition Website” means the website for the Competition at <https://www.hkia.net/en/competition/greenlinkcompetition/index.html>.

“Entry” means an entry for the Competition, as the case may be, submitted by a Participant, including all plans, cross sections, drawings, sketches, photographs, diagrams, collages, design statements, documents and other things submitted.

“Entry Form” means the Entry Form contained in **Annex 1**.

“Invigorating Island South Office” means the Invigorating Island South Office of the Development Bureau of the Government of the Hong Kong Special Administrative Region.

“Government” or **“HKSARG”** means the Government of the Hong Kong Special Administrative Region.

“Green Link” means the sites or areas covered by this Competition for the proposed Green Link in Wong Chuk Hang.

“HKADC” means the Hong Kong Arts Development Council.

“HKIA” means The Hong Kong Institute of Architects.

“HKILA” means The Hong Kong Institute of Landscape Architects.

“HKIUD” means The Hong Kong Institute of Urban Design.

“Highways Department” means the Highways Department of the Government of the Hong Kong Special Administrative Region.

“Jury Panel” means the Jury Panel to be formed pursuant to Clause 4.5 of this Competition Document.

“Leisure and Cultural Services Department” means the Leisure and Cultural Services Department of the Government of the Hong Kong Special Administrative Region.

“Merit Entries” mean the Entries which have been selected by the Jury Panel and honoured with Certificates of Merit.

“Organizing Committee” means the Organizing Committee formed for the purpose of this Competition pursuant to this Competition Document.

“Participant” means a participant of this Competition as a team comprising two to six individuals.

“Professional Advisor” means the Professional Advisor (Honorary) appointed by the Organizing Committee to provide expert advice for this Competition pursuant to Clause 4.4 of this Competition Document.

“Team Leader” means the Team Leader named in the Entry Form in **Annex 1** submitted by a Participant.

“Technical Committee” means the Technical Committee formed to assist the Jury Panel pursuant to Clause 4.6 of this Competition Document.

“Winner” means the Participant whose Entry has been selected by the Jury Panel as the 1st Prize Winning Entry.

“Winning Entries” mean the Entries which have been selected by the Jury Panel as the 1st, 2nd and 3rd Prizes only.

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Part One – Introduction

1.1 The Competition

1.1.1 The Competition invites design ideas for creating a Green Link from MTR Wong Chuk Hang Station to Aberdeen Country Park for adoption, with or without modifications, and implementation by the Government.

1.2 Objectives

1.2.1 This Competition is a single-stage design competition aiming to collect innovative design ideas and concepts for creating a Green Link from MTR Wong Chuk Hang Station to Aberdeen Country Park.

1.2.2 The Competition provides a collaborative platform for local talents particularly in the fields of architecture, landscape architecture, public arts and urban design to showcase their creativity and expertise, and gain valuable experience.

1.2.3 The new design should adopt a place-making approach to help turn the Wong Chuk Hang area into a more vibrant and better place for people to work, live, explore new ideas and have fun. More specifically, the competition design entries should fulfill the following objectives:

- to improve connectivity between urban and nature, with an aim to link up new developments/redevelopments in the Wong Chuk Hang area and Aberdeen Country Park through a Green Link;
- to enhance the pedestrian environment and walkability by improving and extending existing sitting-out areas along the Green Link through a place-making approach; and
- to attract more people to enjoy the Aberdeen Country Park with enhanced accessibility from MTR Wong Chuk Hang Station to Aberdeen Nature Trail within Aberdeen Country Park to promote healthy living.

1.2.4 Comments received in the consultation exercise with local stakeholders conducted by the Government prior to the launch of the Competition have generally been incorporated into the design requirements of the Competition.

1.3 Background

1.3.1 The Invigorating Island South (IIS) initiative announced in the 2020 Policy Address aims to develop the Southern District into a place full of vibrancy, vigour and velocity for people to work, live, explore new ideas and have fun.

1.3.2 Wong Chuk Hang is one of the focus areas under the IIS initiative. The Wong Chuk Hang Business Area is taking shape in its transformation, with redevelopment or wholesale conversion projects expedited through the Government's policy of revitalizing industrial buildings. A cluster of arts and culture, and creative industries has also emerged within the Business Area. These call for improvements to the public realm and walkability to support the urban transformation.

1.3.3 To build a Liveable City, the Government has attached great importance to both urban development and conservation of country parks, and preserve natural

resources for members of the public and visitors to enjoy. Aberdeen Country Park is within a short distance to the Wong Chuk Hang Business Area as well as MTR Wong Chuk Hang Station which has enhanced the connectivity of the area with other districts. However, there is no direct connection between the Country Park and Wong Chuk Hang. The aim of this Competition is to gather innovative ideas for creating an attractive and convenient Green Link connecting the urban and natural environment through a series of attractive sitting-out areas and pedestrian facilities.

1.4 Scope

1.4.1 The scope of the Competition comprises the following (see **Annex 5**):

- (i) design for a new walking trail (including stairs), based on the alignment shown in **Annex 5**, to connect Yip Hing Street in the northern part of the Wong Chuk Hang Business Area with Aberdeen Nature Trail in Aberdeen Country Park;
- (ii) design for way-finding/signage along the Green Link;
- (iii) enhancement and extension of Yip Kan Street Sitting-out Area with hard and soft landscape proposals, which may also cover greening for the adjacent slopes ;
- (iv) face-lifting/beautification works along the Green Link including the alley between 37 and 39 Wong Chuk Hang Road, and the existing staircases between Yip Kan Street and Yip Hing Street; and
- (v) improvement of Nam Long Shan Road Sitting-out Area.

Part Two – The Design Brief

2.1 The Site

2.1.1 The proposed Green Link connects MTR Wong Chuk Hang Station with Heung Yip Road, Wong Chuk Hang Road, Yip Kan Street and Yip Hing Street and the proposed walking trail from Yip Hing Street towards Aberdeen Country Park. The competition site covers Yip Kan Street Sitting-out Area (about 120 m²), an adjacent gently sloping area for extension of Yip Kan Street Sitting-out Area (about 320 m²), the alley between 37 and 39 Wong Chuk Hang Road (about 220 m²), two existing staircases between Yip Kan Street and Yip Hing Street, and Nam Long Shan Road Sitting-out Area (about 770 m²). Please refer to **Annex 5** for site location and photographs.

2.2 Design Requirements

2.2.1 The design should achieve the following key design requirements:

(i) Aesthetic and originality

The design should be interactive with the surrounding urban and natural setting, and could act as a catalyst to enliven the district, enhance walkability and connectivity between the urban and natural environment. The Green Link should become an attractive, unique and convenient part of the pedestrian network in Wong Chuk Hang yet reflects the characteristics of the neighbourhood.

(ii) Place-making and identity

The design should create a continuous and coherent public space where people would like to visit, stay and enjoy to reinforce the Green Link as a landscaped corridor between the urban and natural environment with a strong identity. The Participant should demonstrate how they envision the public to use, enjoy and interact with the spaces created in the design during different times of the day and different days of the week.

(iii) Innovation and creativity

The design should adopt innovative and creative ideas. Creative space planning that provides flexibility for different activities to take place and optimizes the potential and utilization of the site should be achieved. Cross-disciplinary design collaboration and co-creation are encouraged. Incorporation of smart city elements into the design and application of internet-of-things technology that can bring greater benefits to future users of the Green Link are also encouraged.

(iv) Buildability and constructability

The design for the various components in the Green Link should be technically feasible for construction, and generally in compliance with the design requirements set out in **Annex 6**. It is preferable that major structural components of the construction could be pre-fabricated off-site and easily assembled on site with a view to minimizing site works, construction cost and time. Durable and low maintenance materials should be used.

(v) Cost effectiveness and Budget

The design should be cost-effective and within budget. The construction budget is capped at **HK\$ 20.4 million** (at September 2021 price level) which breakdown is as follows: \$15.2 million for the sitting-out areas and possible artworks; \$3.5 million for the walking trail and associated signage; and \$1.7 million on public footpaths, staircases, railings and signage. The budget includes all the costs for construction and building works, building services (including plumbing and drainage) and electrical and mechanical installations, utility connections, external works and engineering works, hard and soft landscaping, and signage. The submission should demonstrate the cost effectiveness of the proposal and viability within the budget.

(vi) Sustainability and social benefits

The design should be environmentally friendly including the use of materials. Any impact on the natural terrain and tree felling should be minimized. The design should consider its synergy with the surrounding neighbourhood and the social benefits (such as how the design can attract a greater diversity of people in connecting the community, etc.). Green and sustainable design as well as ecology and species diversity in flora and fauna should be considered.

2.2.2 Enhanced landscape treatment of the Sitting-out Areas should be considered. Impacts on and disturbance to existing mature trees should be avoided as far as possible. Minimal tree felling or transplanting may be allowed.

2.2.3 All works shall comply with the prevailing ordinances, regulations, standards, specifications, practice notes and codes of practices relevant to all building works and public works contracts in Hong Kong. The site and facilities, except for the proposed walking trail and connecting staircases to Yip Hing Street, shall be easily accessible by persons with disabilities, and designed and constructed in accordance with the latest edition of the Design Manual: Barrier Free Access, Buildings Department, where applicable. The existing footbridge is already provided with barrier-free-access lifts.

2.2.4 Please also refer to Clause 4.9 on Compliance with Provisions of Competition Document.

Part Three – Submission

3.1 Registration

- 3.1.1 Interested parties shall register for the Competition via the online registration system at the Competition Website:
<https://www.hkia.net/en/competition/greenlinkcompetition/index.html>
The registration will close on **Date 5** as set out in the Competition Timetable in Clause 4.10.1.
- 3.1.2 **Any registration received after the stipulated time and date above will be disqualified.**
- 3.1.3 **Those who have not registered will not be accepted to enter the Competition.**
- 3.1.4 Please refer to Clause 4.7 for eligibility.
- 3.1.5 A Confidential Registration Number will be assigned and emailed to each Participant within two working days after the registration. Participants who have not received the Confidential Registration Number should contact the Professional Advisor via email: **greenlinkcompetition@hkia.net** for clarifications.
- 3.1.6 The Professional Advisor shall have the right to require the Participant to submit or re-submit a duly completed and signed Entry Form and any supporting documentation within the period as specified by the Professional Advisor. The Professional Advisor reserves the right to disqualify the Entry from any Participant who fails to submit or re-submit the documents as required by the Professional Advisor.

3.2 Enquiries by Participants

- 3.2.1 Participants may make enquiries regarding the details of the Competition to the Professional Advisor via email (greenlinkcompetition@hkia.net) on or before **Date 3** as set out in the Competition Timetable in Clause 4.10.1. The Professional Advisor will, in response, upload the replies to the Competition Website by **Date 4**. The Professional Advisor will not reply directly to any individual Participants.
- 3.2.2 All enquiries shall be submitted in English or Traditional Chinese. Enquiries submitted in other languages will not be responded to.

3.3 Entry Submission

- 3.3.1 Entries shall be submitted by post or by hand, and must be received by the Professional Advisor at the following address **before 12:00 noon, 20 November 2021**:

**The Professional Advisor
Design Competition on Green Link in Wong Chuk Hang**

**c/o The Hong Kong Institute of Architects,
19/F, One Hysan Avenue,
Causeway Bay, Hong Kong**

3.3.2 The opening hours of the office of The Hong Kong Institute of Architects are as follows:

Monday to Friday : 9:00 am - 6:30 pm
Saturday : 9:00 am - 12:00 noon
Sunday and Public Holiday : Closed

3.3.3 Due to COVID-19, HKIA may have special arrangement for the office hours, and Participants are advised to call and check the opening hours at 2511 6323 prior to the submission.

3.3.4 **Late submissions or those without registration under Clause 3.1 will be disqualified. Please refer to Clause 3.4 on the mandatory entry submission requirements.**

3.3.5 If Tropical Cyclone Warning Signal No. 8 or above, or a Black Rainstorm Warning Signal or "extreme conditions after tropical cyclone" announced by the Government is in force within three hours before the submission deadline set out above, the submission deadline will be postponed to 2:00 pm the first working day after **all** Tropical Cyclone Warning Signal No. 8 or above, Black Rainstorm Warning Signal and "extreme conditions after tropical cyclone" announced by the Government have ceased to be in force.

3.3.6 No responsibility will be accepted by the Government, any member of the Co-organizers, Organizing Committee, and the Professional Advisor for the failure of postal delivery of any Entry or damage to any Entry.

3.3.7 Upon submission of Entries, Participants are deemed to have accepted all terms and conditions set out in the Competition Document.

3.4 Mandatory Entry Submission Requirements

3.4.1 Document Submission

3.4.1.1 Entry Form

One (1) true copy of the duly completed and signed Entry Form (**Annex 1**) by each member of the Participant, together with the Licence and Undertaking (**Annex 2**).

The Entry Form shall be enclosed in a **sealed white opaque A4 envelope** clearly marked with "**Confidential – Entry Submission for Design Competition on Green Link in Wong Chuk Hang**" together with the deliverables as required in Clause 3.4.2.2 for submission.

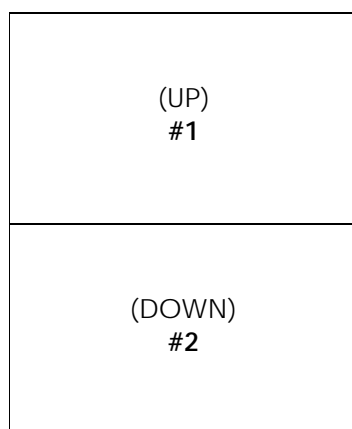
3.4.1.2 Proof of Eligibility

One (1) true copy of the proof of eligibility, i.e. membership of HKIA, HKILA or HKIUD of the Team Leader, and membership of HKIA for a Team Member if the Team Leader is not a Full Member of HKIA, of the Participant shall be enclosed in the envelope as required in Clause 3.4.1.1.

3.4.2 Design Submission

3.4.2.1 All drawings are to be prepared in the metric scale and laid out in A1 international size which shall be 594mm x 841mm. The drawing files submitted shall contain two

(2) A1 layouts arranged in landscape format for the ease of display setup as shown below:



- 3.4.2.2 All drawing files must be named with Confidential Registration Number followed by hyphen and panel number to distinguish the panel order (e.g. XXXXXX-1 & XXXXXX-2 where XXXXXX = Confidential Registration Number). No other identification marks shall be used. All submission deliverables shall be enclosed in a sealed opaque A4-size wrapping envelope.
- 3.4.2.3 The drawings shall contain the following drawings:
- (i) a master layout plan of scale 1:2 000;
 - (ii) layout plan of each sitting-out area, and each floor of the proposed structure(s), if any, of scale 1:100 to 1:200;
 - (iii) at least one (1) elevation and one (1) section of scale between 1:100 to 1:200;
 - (iv) detailed drawing(s) of scale between 1:20 and 1:50 showing major design features and materials;
 - (v) computer renderings, perspectives or axonometric drawings showing the spatial arrangement, architectural/landscape features and its relationship to the surroundings; and
 - (vi) diagrams or illustrations demonstrating the design ideas and concepts, flexibility of use during different days of the week or periods of the day, attractiveness to locals and visitors, ability to adapt to different activities, events and occasions, etc.
- 3.4.2.4 Photographs, diagrams, collages and any other means of 2D presentation are permitted to illustrate the concept of the site-specific considerations and general layout of the design. Such information, however, must be presented within the A1-size drawings.
- 3.4.2.5 A design statement explaining the detailed design ideas and concepts shall be submitted. The design statement shall be in both Traditional Chinese and English in no more than 500 words each, and each printed on one (1) A4 international size document which shall be 297mm x 210mm. The font type shall be Sim Hei for Chinese and Times New Roman for English and at font size 12. The Confidential Registration Number shall be marked on the top right hand corner on the rear of this A4-size document. No other identification marks shall be used. The design statement shall be enclosed in the envelope as required in Clause 3.4.2.2
- 3.4.2.6 A “fly-through” animation or other multi-media file, such as animated slides in powerpoint or video montage, illustrating the design and concept in around one minute shall also be submitted.

3.4.2.7 All documents and drawings mentioned in Clause 3.4.2 shall be submitted in a USB flash drive. The Confidential Registration Number shall be marked on the USB flash drive. No other identification marks shall be used. The USB flash drive shall contain:

- (i) A1 entry panels in full size (594mm x 841mm) in JPEG format of resolution not less than 300 dpi;
- (ii) design statement in Microsoft Word 97-2003 and pdf formats;
- (iii) 5 key perspectives or images in JPEG format of resolution not less than 300 dpi; and
- (iv) "fly-through" or multi-media file in pptx/ mp4/ mov/ mkv/ mksd/ mka/ mks format.

The USB flash drive shall be enclosed in the envelope as required in Clause 3.4.2.2.

3.5 General Submission Requirements

3.5.1 Presentation Media

The drawings and a "fly-through" or multi-media file as described above are the only recognized presentation media. Any Entry with attachment on the drawings may lead to disqualification. No other types of presentation media such as scale model(s) or internet web page design will be required or accepted. All submitted deliverables should be produced at Participant's own costs.

3.5.2 Legibility of drawings

All drawings shall be prepared with the boldness and clarity which will permit reduction by photographic means so that they may be used for reference and publication purposes.

3.5.3 Design requirements

Participants are required to observe and respond to the design requirements as set out in this Competition Document.

3.5.4 No Physical Panel and Model

No Physical panel and model will be accepted. Entry with submission of deliverables other than the requirements in this Competition Document will not be considered.

3.6 Duplicate Copy of Entries

3.6.1 The Government, Co-organizers, Organizing Committee and the Professional Advisor will not be responsible for any damage or loss of the Entries howsoever caused. Submissions would be disposed of after the Competition and would not be returned to the Participants.

3.6.2 Participants are advised to retain a duplicate copy of all their submitted Entries in case of any unforeseen events which may lead to damage or loss of the Entries. Under such circumstances, the Participants will be requested to forward the duplicate copy of their Entries to the Professional Advisor for subsequent arrangement at no additional costs to the Government and the Co-organizers.

3.7 Anonymity of Entries

- 3.7.1 All Entries must be marked with the assigned Confidential Registration Number and written at the top right hand corner at the back of each presentation document and explanatory statement and on the USB flash drive. No other identification marks may be used and if found the Entry will be disqualified.
- 3.7.2 Any presentation, explanatory statement pages and USB flash drive **submitted shall have no name or mark** that could serve as a means of identifying the Entry, **except for the Confidential Registration Number**. The Professional Advisor, upon receiving the Entries, shall remove and destroy any wrapping materials with markings that may reveal any identification of the Entry. All Entries shall maintain anonymity during the whole assessment process. Before the announcement of the results of the Competition, no person shall, without the prior authorization by the Professional Advisor, disclose, exhibit or publicize the submitted Entries in any form and if found it may lead to disqualification.
- 3.7.3 In order to maintain anonymity, it is the Professional Advisor who will open the envelopes containing the identification of the Participants, and these identities will not be disclosed to anyone except the Professional Advisor until announcement of the results of the Competition.

Part Four – Competition

4.1 The Co-organizers

The Co-organizers of the Competition are the Invigorating Island South Office of the Development Bureau, the Architectural Services Department and The Hong Kong Institute of Architects.

4.2 The Supporting Organizations

The Supporting Organizations are the Civil Engineering and Development Department, the Highways Department, the Leisure and Cultural Services Department, The Hong Kong Institute of Landscape Architects, The Hong Kong Institute of Urban Design, and the Hong Kong Arts Development Council.

4.3 The Organizing Committee

The Organizing Committee is composed of the members and supported by the staff as listed in **Annex 4**.

4.4 The Professional Advisor

4.4.1 The Co-organizers have appointed Registered Architect (R.A.) Lucia CHEUNG as the Professional Advisor to this Competition. All correspondence related to this Competition shall be addressed to the Professional Advisor via email: greenlinkcompetition@hkia.net.

4.4.2 The Professional Advisor shall have the absolute right and discretion to (a) determine the eligibility of any Participant; and (b) interpret and apply the terms contained in this Competition Document.

4.4.3 The Professional Advisor's decision as mentioned above in Clause 4.4.2 shall be final, binding and conclusive. The Professional Advisor shall not be obliged to disclose any information concerning her deliberations or decisions.

4.5 The Jury Panel

4.5.1 Entries shall be adjudicated by a Jury Panel composed of the members as listed in **Annex 4**.

4.5.2 The Organizing Committee reserves the right to change the number, composition and members of the Jury Panel without prior notice to the Participants, and such will be updated on the Competition Website.

4.5.3 Two (2) reserve jurors will be appointed for the purpose of replacing any juror who, owing to matters outside the control of the Organizing Committee, is unable to perform the juror's duty at the time of adjudication of the submitted Entries.

4.5.4 The Co-organizers undertake to accept the decisions made by the Jury Panel in relation to the selection of the Winning and Merit Entries as final.

4.6 The Technical Committee

4.6.1 The Jury Panel will be assisted by a Technical Committee composed of the members as listed in **Annex 4**.

4.6.2 The Organizing Committee reserves the right to change the number, composition and members of the Technical Committee without prior notice to the Participants, and such will be updated on the Competition Website.

4.6.3 The main role of the Technical Committee is to pre-examine the Entries in order to assess the technical aspects of the Entries including the requirements outlined in this Competition Document.

4.6.4 The Technical Committee will not have any voting rights in the adjudication process, nor will it have the right to disqualify any Entry.

4.7 Eligibility

4.7.1 Each Participant must comprise **two to six members**, one of which must be a Full Member of HKIA. A team member shall be nominated to act as the Team Leader, who must be a Full Member of HKIA, HKILA or HKIUD. Other members must be aged 18 or over. Submission shall be made in Participant's own capacity.

4.7.2 Any member of Participant must not participate in more than one Entry. Any Entry involving duplication of any individual in registrations will be disqualified.

4.7.3 The Co-organizers reserve the right to modify the terms of the Deed of Licence and Undertaking as set out in **Annex 3** to take into account any changes in the composition of a team.

4.7.4 In the case that a person is withdrawn from a team, any withdrawn member will have to execute all necessary documentation for assignment of Intellectual Property Rights and right of ownership to the Team Leader, waiver of moral rights and renunciation of entitlement to the Prize in a form to be prescribed by the Co-organizers.

4.7.5 **It should be reminded that certain professional institutes have promulgated Code of Professional Conduct** requiring their Members to permit their subordinates and others they employ or superintend to enter design competitions with their prior knowledge on the understanding that it would not adversely affect the Member's Practice or firm. **By registering for the Competition, Participants are deemed to have obtained the necessary consent from their offices or employers for participating in the Competition.**

4.8 Ineligibility

4.8.1 The Organizing Committee and its supporting staff, Professional Advisor, Jury Panel (including reserve jurors), and Technical Committee are strictly prohibited from participating directly or indirectly in this Competition. For the avoidance of doubt, the staff of the Architectural Services Department are not allowed to participate in

this Competition.

- 4.8.2 No members as listed at **Annex 4** nor any of their immediate family members, nor any person who has been concerned with the preparation or the organization of the Competition, shall be eligible to compete or assist a Participant directly or indirectly.

4.9 Compliance with Provisions of Competition Document

- 4.9.1 Any Participant who does not abide by the rules, requirements or conditions as set out in this Competition Document may result in disqualification from the Competition.
- 4.9.2 Any disqualification shall be at the absolute discretion of the Organizing Committee, the Jury Panel and/or the Professional Advisor.
- 4.9.3 The decisions of the Organizing Committee, the Jury Panel and/or the Professional Advisor regarding this Competition shall be final and binding on all parties concerned and the relevant Participant shall have no right of appeal to any such decision.

4.10 Competition Timetable and Changes to the Competition

- 4.10.1 The Competition Timetable is set out below:

	Date	Event
(Date 1)	10 Sept 2021	Registration opens
(Date 2)	18 Sept 2021	Online Briefing Session
(Date 3)	11 Oct 2021	Competition enquiry closes
(Date 4)	18 Oct 2021	Completion of replies to enquiries
(Date 5)	22 Oct 2021	Registration closes
(Date 6)	12:00 noon, 20 Nov 2021	Submission entry closes
(Date 7)	Mid-Dec 2021	Completion of Assessment by Technical Committee
(Date 8)	Late Dec 2021	Adjudication by Jury Panel
(Date 9)	End Dec 2021	Announcement of results

- 4.10.2 Other than viewing the virtual site visit on the Competition Website, Participants are encouraged to visit the site by themselves to better understand the site and its context.
- 4.10.3 All dates including those for submissions, enquires, adjudication, result notifications or public announcements are subject to change by the Co-organizers. Any change to the Competition Timetable, the Competition Document and the Annexes will be uploaded to the Competition Website.

4.11 Competition Website

- 4.11.1 Details of the Competition and official updates can be found at the Competition Website: <https://www.hkia.net/en/competition/greenlinkcompetition/index.html>

- 4.11.2 The Organizing Committee reserves the right to amend this Competition Document at any time without prior notice to the Participants. The amendments will be announced on the Competition Website.
- 4.11.3 Participants are advised to check the Competition Website from time to time for any new information or changes related to the Competition (including without limitation changes to this Competition Document). Participants shall be deemed to have received, read, understood and accepted all matters, information or changes as announced on the Competition Website. All changes to the Competition Document announced through the Competition Website shall be deemed to form part of the Competition Document. All matters, information or changes as announced in the above website concerning the Competition shall be deemed confirmed with and shall be binding upon all Participants.

4.12 Assessment Criteria of the Competition

- 4.12.1 The judging will be done on an anonymous basis, i.e. the identity of the Participant will not be known until after the final judging.
- 4.12.2 Entries shall be judged according to the following criteria:

Criteria	Weighting
a) Aesthetic and Originality	30%
b) Place-making and Identity	20%
c) Innovation and Creativity	15%
d) Buildability and Constructability	10%
e) Cost Effectiveness and Budget	10%
f) Sustainability and Social Benefits	15%
Total	100%

4.13 Prizes and Results

- 4.13.1 Three (3) Winning Entries and Merit Entries will be selected. The results of the Competition will be publicly announced through the Competition Website. Participants of the Winning Entries and Merit Entries will be notified directly of the results by the Professional Advisor. The prizes of the Winning Entries and Merit Entries shall be:

3 Winning Entries	HK\$ 140,000 Cash Cheque for the 1st prize HK\$ 70,000 Cash Cheque for the 2nd prize HK\$ 50,000 Cash Cheque for the 3rd prize
Merit Entries	Certificates of Merit

- 4.13.2 The Co-organizers reserve the right not to award all or any prize if the quality and the standard of the Entries are considered not satisfactory according to the Jury Panel's decision.
- 4.13.3 The Co-organizers reserve the right to determine the numbers of Merit Entries to be awarded subject to the decision by the Jury Panel.

- 4.13.4 Payment will be made to the Team Leader of the Participant of the respective Winning Entries only.
- 4.13.5 The Organizing Committee is entitled to display or exhibit on any date and in any venue the Entries or any part thereof, and promote, issue, copy or publish in any media, webpage, publication, publicity, the Entries or any part thereof.
- 4.13.6 Upon announcement of the results at **Date 9**, the Participants of the Winning Entries and Merit Entries shall produce and submit one (1) set of the A1-size Entry panels with 5mm thick foam board backing to the Co-organizers with no additional cost for the publicity, exhibition or other purposes related to this Competition.

Part Five – Rules and Conditions

5.1 Implementation of the 1st Prize Winning Entry

- 5.1.1 It is the intention of the Government to adopt the design ideas and concepts of the 1st Prize Winning Entry with or without modifications for the design and implementation of Green Link. Consideration may also be given to integrating suitable parts or elements from the design ideas of other Winning Entries into the design to be implemented.
- 5.1.2 The Government may invite the Winner (the Team Leader of the Participant) to participate in the design and implementation of the Green Link (excluding the walking trail, alley and staircases) in form of a separate design advisory service agreement, details of which will be **subject to further agreement between the Government and the Winner**. By registering for the Competition, Participants are deemed to have obtained consent from their offices or employers for such possible arrangement.

5.2 Language and Time

- 5.2.1 Except otherwise specified therein, Entries, shall be in English. Participants are reminded that the explanatory statement required in this Competition Document shall be submitted in both English and Traditional Chinese.
- 5.2.2 Time mentioned in this Competition Document shall be Hong Kong time.

5.3 Conflict of Interest

- 5.3.1 Participants having any actual, apparent, potential, or perceived conflict of interest with this Competition or any interest or association with any member of the Co-organizers, Organizing Committee, Professional Advisor, Jury Panel (including reserve jurors), Technical Committee and the supporting staff may be disqualified to participate in this Competition. The Professional Advisor shall have the sole and absolute discretion to determine whether a Participant shall be disqualified on this ground.
- 5.3.2 Each and every team member of a Participant must declare any personal/ financial interests that he or she considers to be in actual, apparent, potential or perceived conflict with this Competition and any interest or association the Participant has with any member of the Co-organizers, Organizing Committee, Professional Advisor, Jury Panel (including reserve jurors), Technical Committee and the supporting staff. Each member of Participant must complete and sign the Entry Form. Each Participant shall notify the Professional Advisor immediately should he become aware of the conflict of interest referred to above after submission of the Entry Form.

5.4 Intellectual Property and Rights of Ownership

- 5.4.1 “Intellectual Property Rights” means patents, trade marks, services marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
- 5.4.2 Upon submitting Entry for the Competition, all members of a Participant declare, warrant, agree and undertake in the form set out in **Annex 2**.
- 5.4.3 The Participants of the Winning and Merits Entries shall duly execute and provide to the Government the Deed of Licence and Undertaking in the form set out in **Annex 3** prior to the announcement of the results of the Competition.

5.5 Confidentiality of Entries

- 5.5.1 All Participants shall keep the Entries confidential and take such necessary steps to ensure the same is not disclosed to any third parties throughout the Competition until the final announcement of the results of the Competition.

5.6 Remuneration

- 5.6.1 Apart from the prizes awarded to the Participants of the Winning Entries represented by the respective Team Leaders, all Participants shall not be entitled to any remuneration, payment or compensation for participating in the Competition.

5.7 Severability

- 5.7.1 If any provision herein 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 Document.

5.8 Disclaimers

- 5.8.1 The Co-organizers, the Government and any person directly or indirectly involved in or participated in the organization of this Competition shall not be responsible or liable for any erroneous, damaged, destroyed, lost, late, incomplete, illegible and misdirected Entries, or any damage or loss arising from, connected with, or relating to the Competition, the submission of Entries to the Competition, participation in the Competition, regardless of the cause or any fault by any of the abovementioned parties or any person for whom the abovementioned parties is responsible, and notwithstanding that any of those persons may have been advised of the possibility of such damage or loss being incurred.
- 5.8.2 The Co-organizers may at its discretion cancel, modify or suspend the Competition. The Participants shall not be entitled to any compensation as a consequence to such cancellation, modification or suspension of the Competition.

5.9 Jurisdiction

5.9.1 This Competition Document shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The Government and the Participants shall submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

5.10 General Provisions

5.10.1 In this Competition Document 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 of 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 this Competition Document.

5.11 Reservation

5.11.1 The Government is under no obligation to adopt or use any design ideas and concepts of the Winning and Merit Entries or any of the Entries in any project.

5.11.2 The Government is under no obligation to invite any member of the Participant to participate in the design and implementation of the Green Link in the form of a separate design advisory services agreement, and reserves the right to employ a third party to undertake the design and construction of the Green Link with reference to the Entries and any part or elements thereof.

5.12 Verification

5.12.1 It is the responsibility of all Participants to verify the information provided in this Competition Document and to obtain for themselves additional information as deemed necessary. The Government shall not be held responsible for the accuracy of the information provided.

Annex 1

Entry Form

Confidential Registration Number

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SECTION 1: Notes to Participants

1. Each member of a Participant must complete and sign the Declaration and Undertaking contained in **Section 5** of this Entry Form.

2. Each member of the Participant warrants and undertakes that they duly authorize the Team Leader to act as their agent in relation to this Competition and agree to be bound by all actions taken by the Team Leader in relation to this Competition.

3. The Licence and Undertaking contained in **Annex 2** must be submitted together with the Entry Form.

4. If you are the Team Leader of Participant, please complete Sections 2 and 5. If you are Team Members collaborating with the Team Leader, please complete Section 3 and separate sheets of Section 5.

5. All correspondence regarding this Competition will be sent **ONLY** to the Team Leader nominated in Section 2.

6. It should be reminded that certain professional institutes have promulgated Code of Professional Conduct requiring their Members to permit their subordinates and others they employ or superintend to enter design competitions with their prior knowledge on the understanding that it would not adversely affect the Member's practice or firm. By registering for the Competition, Participants are deemed to have obtained the necessary consent from their offices or employers for participating in the Competition.

7. **Participants are also reminded to draw their employer's attention to Clause 5.1 of the Competition Document on the possible engagement of a design advisory service agreement.**

SECTION 2: Team Leader

- Section 2 is to be completed by Team Leader of a Participant.
- * Delete as appropriate
- Mark "N/A" in not applicable field(s)
- "first 4 digits" means "first 4 alphanumeric characters"

2a) Team Leader's Particulars

Name / Person in Charge: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____
Telephone No.: _____ Facsimile No.: _____
Postal Address: _____

Email Address: _____

Note: All communications will be directed to the above person only.

2b) Team Leader's Professional Qualification

HKIA/HKILA/HKIUD Membership No.: _____

Note: Team Leader of a Participant must be a Full Member of HKIA, HKILA or HKIUD. A copy of the current membership certificate issued by HKIA, HKILA or HKIUD for the Team Leader of a Participant shall be submitted together with the Entry Form.

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SECTION 3: Other Individual Team Member(s) (in personal capacity)

- Section 3 is to be completed by Individual Team Member(s)
- Submit separate sheets if necessary
- * Delete as appropriate
- "first 4 digits" means "first 4 alphanumeric characters"

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)
Team Member Name: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____
Occupation: _____
Membership with professional institute or association (if any): Membership No.: _____
Name of the institute or association: _____

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)
Team Member Name: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____
Occupation: _____
Membership with professional institute or association (if any): Membership No.: _____
Name of the institute or association: _____

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)
Team Member Name: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____
Occupation: _____
Membership with professional institute or association (if any): Membership No.: _____
Name of the institute or association: _____

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)
Team Member Name: _____ (Mr / Ms / Mrs*)
HKID No. / Passport No. (first 4 digits): _____ Nationality: _____
Occupation: _____
Membership with professional institute or association (if any): Membership No.: _____
Name of the institute or association: _____

Annex 1

Team Member Number _____ (e.g. 1 / 2 / 3 / 4 / 5)

Team Member Name: _____ (Mr / Ms / Mrs*)

HKID No. / Passport No. (first 4 digits): _____ Nationality: _____

Occupation: _____

Membership with professional institute or association (if any): Membership No.: _____

Name of the institute or association: _____

Note: If the Team Leader is not a Full Member of HKIA, a copy of proof of current membership of HKIA for at least one other Team Member of a Participant shall be submitted together with the Entry Form.

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SECTION 4: Personal Information Collection Statement

Purpose of Collection

1. The personal data provided by means of this Entry Form will be used for the following purposes:
 - (i) registration of 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 Entries;
 - (v) enforcement of provisions of the Competition Document and the Deed 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 required by this Entry Form. If they fail to provide the required data, the Professional Advisor will not register the Entry or verify the eligibility of the Participant.

3. The personal data provided in this Entry Form may be disclosed to any person listed in **Annex 4**, other government bureaux, departments, professional institutes and the public for purposes mentioned in Paragraph I above.

Access to Personal Data

You have a right to request access to and correction of your personal data provided in your Entry 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 Professional Advisor.

SECTION 5: Declaration and Undertaking

- Section 5 shall be signed and completed by all Participants, including each member of a Participant.
- Submit separate sheets if necessary.
- Please cross out the entire paragraph if not applicable.
- * Delete as appropriate.

In consideration of the opportunity to participate in this Competition, **we** declare, warrant and undertake as follows:

1. **We** fully agree and accept the requirements, terms and conditions in the Competition Document, including but not limited to the terms and conditions in this Entry Form and of the Licence and Undertaking contained in **Annex 2** of the Competition Document and **will** accept and abide by the decisions made by the Organizing Committee.

2. In accordance with Clause 5.3 of the Competition Document:
 - (a) **We** declare that there is no actual, potential or perceived conflict between **our** personal or financial interests and this Competition.

OR

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

Attach separate sheets if necessary.

(b) **We** declare that **we** are not an immediate family member, business partner or associate of any member involved in this Competition listed in **Annex 4**.

OR

We declare that **we** are an immediate family member, business partner or associate of a member involved in this Competition listed in **Annex 4** and our relationship / association is listed below.

Attach separate sheets if necessary.

AND

3. **We** declare that **we** do not have any interest or association with any member involved in this Competition listed in **Annex 4**;

OR

We declare that **we** have the following interest or association with the following person named in **Annex 4**:

Attach separate sheets if necessary.

4. **We** also undertake that should any conflict of interest contemplated in Clause 5.3 of this Competition Documents arises at any time during the course of the Competition, **we** will inform the Professional Advisor immediately.

5. **We** consent and hereby authorize the Professional Advisor and any of its authorized officer to investigate and verify any information of **our** declaration provided herein with any third parties.

6. **We** declare that all information stated on this Entry Form together with any subsequent information provided to the Organizing Committee are correct, true and complete.

7. **We** declare that **we** have sought consent from offices or employers in participating in the Competition.

Please sign and complete the appropriate section below. Each Participant and/or Team Member must submit separate sheets of **Section 5**.

Team Leader

Team Leader's Name: _____

Team Leader's Signature: _____

Date: _____

Team Members

Team Member Number: _____

Team Member's Name: _____

Team Member's Signature: _____

Date: _____

Team Member Number: _____

Team Member's Name: _____

Team Member's Signature: _____

Date: _____

Annex 1

Team Member Number: _____

Team Member's Name: _____

Team Member's Signature: _____

Date: _____

Team Member Number: _____

Team Member's Name: _____

Team Member's Signature: _____

Date: _____

Team Member Number: _____

Team Member's Name: _____

Team Member's Signature: _____

Date: _____

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Annex 2

Licence and Undertaking

Licence and Undertaking

All team members of a Participant jointly and severally declare, warrant, agree and undertake the following:

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

herein.

6. The Participant agrees and undertakes, in the event that his Entry is selected as one of the Winning Entries or Merit Entries as specified in the Competition Document, to grant to the Government the licence to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the Entry, including all plans, drawings, sketches and all other things in whatever form that the Participant has submitted for the Competition, and to duly execute and provide to the Government the Deed of Licence and Undertaking in the form set out in **Annex 3** of the Competition Document, and not to assign the Intellectual Property Rights subsisting in the Entry to any party. To the extent that 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 owner of the third party Intellectual Property Rights shall grant a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence under which the Government and its authorized users, assigns and successors-in-title are entitled to use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the component(s) of his Entry.

7. The Participant warrants and undertakes that:
 - (i) the Participant has full capacity, power and authority to enter into the Competition and agree to the terms and conditions set out in the Competition Document;

 - (ii) the Entry is original and has never been published before and the use or possession of which by the Organizing Committee and the Government and their authorized users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights or any other 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 ownership of Intellectual Property Rights is vested in a third party) and has never assigned or licensed any of such rights to any third party;

- (v) the Participant has never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Organizing Committee and the Government and their authorized users, assigns and successors-in-title of the rights licensed pursuant to the provisions herein and those in Annex 3; and
 - (vi) this provision shall continue in full force and effect without limitation of time.
8. The Participant shall fully indemnify and keep indemnified the Organizing Committee and the Government and their authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Organizing Committee and the Government and their authorized users, assigns and successors-in-title or which the Organizing Committee and the Government and their authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Licence and Undertaking by the Participant or any infringement (including but not limited to allegations or claims of infringement) of the Intellectual Property Rights or any other rights of any party in relation to the Entry. This provision shall continue in full force and effect without limitation of time.
9. Each of the members of 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 Government, its authorized users, assigns and successors-in-title and such waiver to take effect upon creation of the Entry. This provision shall continue in full force and effect without limitation of time.
10. The Participant shall, at his own costs and expenses and before the fixation and/or recording of any performance(s) in relation to the Entry, obtain all the consent and clearance from the performer(s) as may be necessary for such fixation and/or recording of the performance(s) and for any use and exploitation of such fixation or recording, or copies thereof, as contemplated by the Competition Document. For the purpose of this Clause, the terms "performance", "performer" and "fixation" shall have the same meanings as those assigned to them in section 200 of the Copyright Ordinance.
11. 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.

12. The Participant agrees that the provisions in this Licence and Undertaking shall bind his permitted assigns, personal representatives and successors-in-title.
13. Nothing in this Licence and Undertaking shall be deemed to constitute a partnership between the Participant and the Government and their authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
14. For the avoidance of doubt, "Intellectual Property Rights" means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising), and in each case whether registered or unregistered and including applications for the grant of any such rights.

Annex 3

Deed of Licence and Undertaking

Deed of Licence and Undertaking is made on this day of _____
(DD/MMM/YYYY) (hereinafter referred to as "this Deed")

To: The Government of the Hong Kong Special Administrative Region ("**The Government**")

We (please refer to the signatory blocks for names), being the Participant (including all team members) in the Design Competition on Green Link in Wong Chuk Hang (hereinafter referred to as "the Competition"), hereby jointly and severally declare, warrant, agree and undertake, in the event that our Entry is selected as one of the Winning Entries or Merit Entries of the Competition, as follows:

1. We execute this Deed pursuant to the terms and conditions of the Competition Document in favour of the Government in connection with the Competition.
2. We hereby grant to the Government and its authorized 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 the Intellectual Property Rights subsisting in the Entry including all plans, drawings, sketches and all other things in whatever form which we have submitted for the Competition (the 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 use (including to do any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance), develop, build, construct, produce, reproduce, modify, adapt and translate the same.
3. To the extent that ownership of any Intellectual Property Rights in any component of the Entry is vested in a third party, we declare and warrant that the relevant owner of the third party Intellectual Property Rights has granted a royalty-free, freely-transferable, irrevocable, non-exclusive, worldwide, perpetual and sub-licensable licence in favour of the Government and its authorized users, assigns and successors-in-title for using (including doing any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance) the relevant component of the Entry together with an indemnity in favour of the Government and its authorized users, assigns and successors-in-title upon the same terms mutatis mutandis as those set out in Clauses 2 and 6 herein.
4. We hereby undertake and agree to take all such actions and execute all such documents and deeds as may be required by the Government from time to time for the purposes of the Licence.

5. We hereby warrant and undertake that:
- (i) we have full capacity, power and authority to enter into this Deed, including but not limited to executing the Licence pursuant to this Deed;
 - (ii) the Entry is original and has never been published before and the use or possession of the Entry by the Government, its authorized users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights or any other 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) we are the authors of the Entry and are the legal and beneficial owners of Intellectual Property Rights subsisting in the Entry which are free from any encumbrances (save and except any component in the Entry of which the 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) we have never entered into and shall not enter into any arrangement which may inhibit or restrict the exercise by the Government, its authorized users, assigns and successors-in-title, of the rights granted pursuant to this Deed;
 - (vi) each of us shall waive and undertake to procure 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 Government, its authorized users, assigns and successors-in-title, such waiver to take effect upon creation of the Entry; and
 - (vii) this provision shall continue in full force and effect without limitation of time.
6. We shall fully indemnify and keep indemnified the Government, its authorized users, assigns and successors-in-title against all actions, liabilities, loss, proceedings, claims, demands, damages, charges, expenses (including but not limited to fees and disbursements of lawyers, agents and expert witnesses) and awards which may be taken or made against the Government, its authorized users, assigns and successors-in-title or which the Government, its authorized users, assigns and successors-in-title may suffer or incur and all sums paid in settlement of the same caused by, arising out of or in connection with any breach of the terms, conditions, or warranties in this Deed by us or any infringement (including but not limited to allegations or claims of

infringement) of the Intellectual Property Rights or any other rights of any party in relation to the Entry. This provision shall continue in full force and effect without limitation of time.

7. This Deed shall constitute the entire agreement between us and the Government (including but not limited to their authorized users, assigns and successors-in-title) concerning the Licence of the Intellectual Property Rights of the Entry and supersede 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 **Annex 2** to the Competition Document, 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 ensure to the benefit of the parties and their respective permitted assigns, personal representatives and successors-in-title.
10. Nothing in this Deed shall be deemed to constitute a partnership between us and the Government, its authorized users, assigns and successors-in-title or the relationship of employer and employee or the relationship of principal and agent or the relationship of trustor and trustee.
11. This Deed shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and 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, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising), and in each case whether registered or unregistered and including applications for the grant of any such rights.

Annex 3

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

Participant:

_____ Name of Team Leader	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature
_____ Name of Team Member no. ____	_____ HKID No. / Passport No. (first 4 digits)	_____ Signature

SIGNED, SEALED AND DELIVERED for and on behalf of the Government in the presence of

Signature of Witness: _____

Name of Witness: _____

Annex 4

List of Members Involved in this Competition

ORGANIZING COMMITTEE

Co-chairs (in alphabetical order)

Ms AU Kit Ying, Brenda, BBS

Head of Invigorating Island South Office, Development Bureau

R.A. CHING Yuk Yu, Eugene

Chair of Planning and Urban Design Committee, The Hong Kong Institute of Architects

R.A. TAI Sheung Shing, Victor

Project Director 3, Architectural Services Department

Members (in alphabetical order)

R.A. LO Yee Cheung, Adrian

Member of Competition Committee, The Hong Kong Institute of Architects

R.A. SIU Kwan Yeung, Marco

Member of Competition Committee, The Hong Kong Institute of Architects

Professional Advisor

R.A. CHEUNG Yim Fun, Lucia

Deputy Chair of Competition Committee, The Hong Kong Institute of Architects

JURY PANEL

Head Juror

R.A. HO Wing Yin, Winnie, JP

Director of Architectural Services, Architectural Services Department

Jury Members (in alphabetical order)

R.A. CHEUNG Kong Yeung, Thomas

Vice President, The Hong Kong Institute of Architects

Prof. Alain CHIARADIA

Council Member, The Hong Kong Institute of Urban Design

Ms CHOW Wai Sum, Winsome

Chief Executive, Hong Kong Arts Development Council

Ms HOI Cheung Hung, Iris

President, The Hong Kong Institute of Landscape Architects

Ms LEE Bik Sai, Ida, JP

Deputy Director of Leisure & Cultural Services (Leisure Services), Leisure and Cultural Services Department

Mr YAU Cheuk Hang, Vic, JP

Deputy Secretary (Planning & Lands)¹, Development Bureau

Reserve Jurors

R.A. WONG Tak Ming, Humphrey

Advisor and Ex-Director, Hong Kong Architecture Centre

R.A. CHUNG Ming Cheong

Chief Architect/2, Architectural Services Department

TECHNICAL COMMITTEE

Chair

R.A. Raymond LAU

Chief Project Manager 302, Architectural Services Department

Members (in alphabetical order)

R.A. BEH Kiang Hioke, Kentis

Council Member, The Hong Kong Institute of Architects

Ms FUNG Miu Ling

Chief Leisure Manager (Hong Kong West), Leisure and Cultural Services Department

Ms HA Man Tuen, Angela

Senior Landscape Architect/D(U), Highways Department

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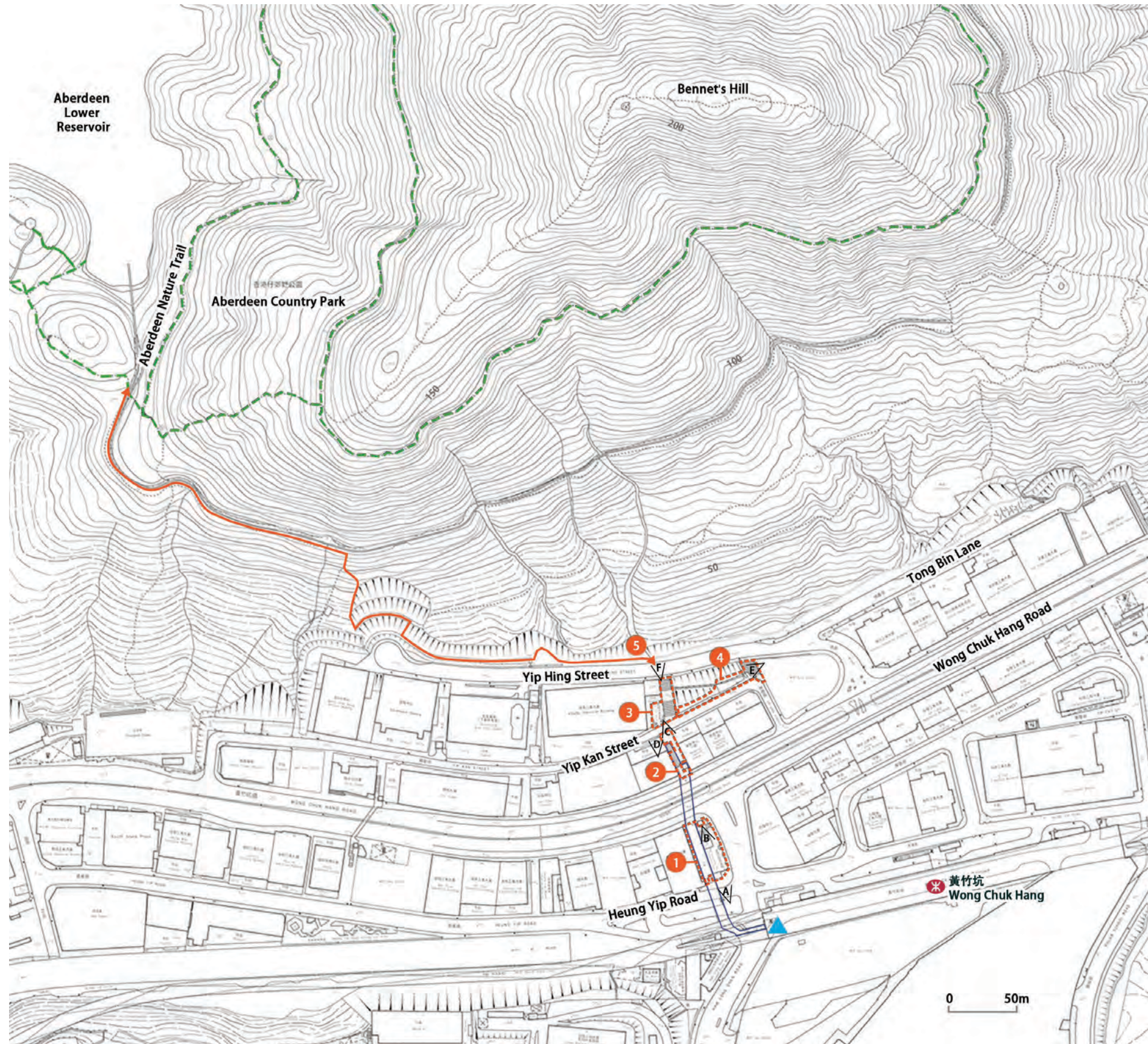
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Annex 5

Site Plans and Photographs

Coverage of Design Competition



1 Nam Long Shan Road Sitting-out Area



2 Area adjoining footbridge landing



3 Yip Kan Street Sitting-out Area



4 Proposed Sitting-out Area



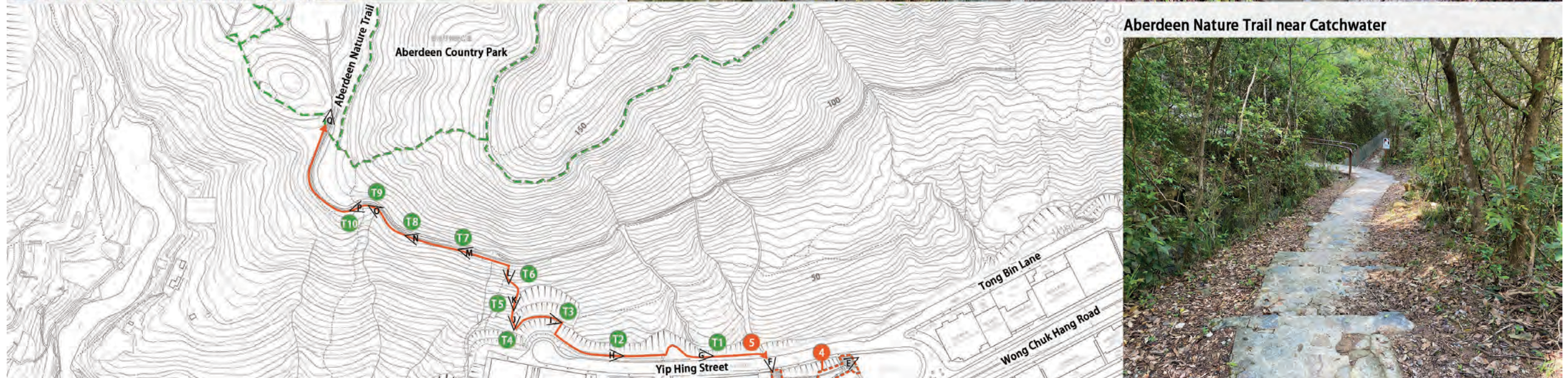
5 Connection to hillslope at Yip Hing Street



Legend

- Sites 1, 2, 3 and 4 (Design Extent)
- Provide walking trail to connect with Aberdean Nature Trail (Design Extent)
- Existing trails
- Existing footbridge
- Exit B of MTR Wong Chuk Hang Station

Photos along Walking Trail Alignment



Note 1: Digital site plans in the following file formats including DGN, DWG, FGDB, GML, TIFF are available for download at the HKMS2.0 website of Lands Department of HKSARG. For downloading, please visit Home > Map Search > Product Category – Spatial Data and Topographic Map > Select Digital Topographic Map iB1000 (1000+) > By Sheet Tile / No. – 11-SW-24A, 11-SW-24B, 11-SW-24C & 11-SW-24D > Search > View > Select Product Format > Add to download queue.

Note 2: All the site photos as shown in the Competition Document are available for download in higher resolution in zip file form under the "Download" section under "Competition Details" of the Competition Website mentioned in Clause 3.1.1.

Annex 6

Design Guide to Specific Sites

Site 1: Improvement Works to Nam Long Shan Sitting-out Area



Potential Enhancement Works to be Considered:

- Re-arrangement of sitting and planter layout to provide better shading and rain shelter
- Visual screening from adjoining developments
- Re-paving of the sitting-out area
- Paint works for soffit and pier of footbridge
- Design proposal for lighting
- Provision of way-finding/signage system for Green Link

Requirements:

- Minimum site coverage of total greenery areas and at-grade greenery areas at 20% and 10% respectively as per DEVB TC(W) No. 3/2012 should be observed
- No part of any structure shall exceed 10.5m above the mean formation level and maximum 6% built-over area
- No installations should adversely affect the maintenance, structural integrity and drainage facilities of the existing highway structures, existing underground utilities, and public lighting adjacent to the sitting-out area
- Any artwork and painting works should not adversely affect the waterproof function and cleansing of the existing highway structures
- Tree planting close to the elevated walkway should be avoided
- Landscaped planting under cover (i.e. in areas without direct sunlight or rain exposure) should be avoided
- Any visual screening should allow access for future maintenance
- Waist-height planters that invite littering should be avoided

Site 2: Face-lifting of Alley between 37 and 39 Wong Chuk Hang Road



Potential Enhancement Works to be Considered:

- Re-paving
- Paint works for soffit and pier of footbridge
- Design proposal for lighting
- Provision of way-finding/signage system for Green Link

Requirements:

- Paving design for pavements should be suitable for outdoor use, and reference should be made to the requirements on dimensions, strength, skid resistance and durability, etc. set out in Section 3 of HyD's "RD/GN/044B Guidance Notes on Design and Construction of Pavements with Paving Units" which is available at https://www.hyd.gov.hk/en/publications_and_publicity/publications/technical_document/guidance_notes/pdf/gn044b.pdf
- No installations should adversely affect the maintenance, structural integrity and drainage facilities of the existing highway structures, existing underground utilities and public lighting
- Any artwork and painting works should not adversely affect the waterproof function and cleansing of the existing highway structures
- The existing postbox should be retained

Site 3: Enhancement Works to Sitting-out Area at Yip Kan Street and Adjoining Staircase



Potential Enhancement Works to be Considered:

- Re-arrangement of sitting and planter layout
- Re-paving of sitting-out area
- Decoration for side wall of staircase
- Visual screening from adjoining developments
- Provision of seating at staircase/landing areas
- Re-provision of railing at staircase
- Enhancement works to tread and riser of staircase
- Design proposal for lighting

- Provision of way-finding/signage system for Green Link

Requirements:

- Minimum site coverage of total greenery areas and at-grade greenery areas at 20% and 10% respectively as per DEVB TC(W) No. 3/2012 should be observed for the sitting-out area
- No part of any structure shall exceed 10.5m above the mean formation level and maximum 5% built-over area for the sitting-out area
- Measures to deter misuse of sitting-out area (e.g. illegal parking, littering, smoking, etc.)
- Waist-height planters that invite littering should be avoided
- Discrete design features to delineate the sitting-out area from adjoining staircase and pavements
- No installations should adversely affect the maintenance, structural integrity and drainage facilities of the existing highway structures, existing underground utilities and public lighting
- Any artwork and painting works should not adversely affect the waterproof function and cleansing of the existing highway structures
- Paving design for pavements should be suitable for outdoor use, and reference should be made to the requirements on dimensions, strength, skid resistance and durability, etc. set out in Section 3 of HyD's "RD/GN/044B Guidance Notes on Design and Construction of Pavements with Paving Units" which is available at https://www.hyd.gov.hk/en/publications_and_publicity/publications/technical_document/guidance_notes/pdf/gn044b.pdf
- Re-provision of railing at staircase should maintain the existing height and designed with minimal maintenance
- The existing footpath widths at Yip Hing Street and Yip Kan Street should be generally maintained
- Any amendment to the tread, riser or landing of the existing staircase shall comply with the following design requirements:

Stairways	<p>Desirable maximum height of risers = 150mm Absolute maximum height of risers = 165mm (in exceptional circumstances only)</p> <p>Desirable minimum width of tread = 280mm Absolute minimum width of tread = 250mm</p> <p>Desirable maximum flight of steps = 12 risers Absolute maximum flight of steps = 16 risers</p> <p>Values chosen for riser height "R" and tread width "T" must satisfy both: $2R + T = 580 \text{ to } 600$ $T \times R = 42000 \text{ to } 45000$</p> <p>The number of risers in a flight shall not exceed 12, but may be increased to 16 if space is limited</p> <p>Effective width of staircase not less than 4.5m</p>
Landings on Stairways	<p>Minimum length for landing = 1500mm</p> <p>Existing Accesses from nearby building to the landing shall be maintained</p>

Site 4: Proposed New Sitting-out Area on Grade at Yip Kan Street and Adjoining Staircase



Potential Enhancement Works to be Considered:

- Paving along pavement
- Cover to open drainage channel on grade for sitting-out area
- Decoration for retaining wall of slope and side wall of staircase
- Provision of seating at staircase/landing areas
- Re-provision of railing at staircase
- Landscaping or planting proposal
- Design proposal for lighting

- Provision of way-finding/signage system for Green Link

Requirements:

- Minimum site coverage of total greenery areas and at-grade greenery areas at 20% and 10% respectively as per DEVB TC(W) No. 3/2012 should be observed for the sitting-out area
- No part of any structure shall exceed 10.5m above the mean formation level and maximum 10% built-over area for the sitting-out area
- Measures to deter misuse of sitting-out area (e.g. illegal parking, littering, smoking, etc.)
- Waist-height planters that invite littering should be avoided
- Discrete design features to delineate the sitting-out area from adjoining staircases and pavements
- Existing open drainage channel between slopes should be retained for slope drainage system and its function to drain away surface runoff should not be affected; cover to the channel should be removable to facilitate maintenance
- Effective width of staircase not less than the shortest width of the original staircase
- No installations should adversely affect the maintenance, structural integrity and drainage facilities of the existing highway structures, existing underground utilities and public lighting
- Any artwork and painting works should not adversely affect the waterproof function and cleansing of the existing highway structures
- Paving design for pavements should be suitable for outdoor use and reference should be made to requirements on dimensions, strength, skid resistance and durability, etc. set out in Section 3 of HyD's "RD/GN/044B Guidance Notes on Design and Construction of Pavements with Paving Units" which is available at https://www.hyd.gov.hk/en/publications_and_publicity/publications/technical_document/guidance_notes/pdf/gn044b.pdf
- Re-provision of railing at staircase should maintain the existing height and designed with minimal maintenance
- Landscaping or planting proposal should take existing tree conditions into account and integrate with native plants

Site 5: Connection to Hill Slope and Footpath at Yip Hing Street





Potential Enhancement Works to be Considered:

- Design for a walking trail to connect Yip Hing Street with Aberdeen Nature Trail
- Design proposal for the walking trail entrance (which will make use of an adjoining on-street parking space on Yip Hing Street for local widening of pavement in form of a built-out)
- Propose a vertical connection from Yip Hing Street in form of stairs and ramps to an existing catchwater
- Viewing platforms at stair landing may be considered
- Design proposal for railing along the walking trail (excluding the section along the catchwater)
- Provision of way-finding/signage system for Green Link

Requirements:

- Design for the walking trail should be raw and minimal, and natural materials should be used as far as practicable for construction so as to blend in with the natural environment
- The gradient of the walking trail should generally follow the existing topography to avoid disturbance to man-made slopes and natural terrain, and to minimize site clearance, tree felling and site formation works
- Cutting of slopes and retaining structures should be avoided; and any new structures with support on the slopes should be kept to the minimum
- The walking trail should generally follow the alignment of the existing maintenance access (T1 to T5 in [Annex 5](#), about 360m in length) on the man-made slopes along Yip Hing Street as well as the existing maintenance access (T7 to T10 in [Annex 5](#), about 250m in length) along the catchwater; the existing maintenance access should be widened to 1.2m, where feasible, to form part of the walking trail
- The section (T6 in [Annex 5](#), about 60m in length) to be constructed on natural slope between the man-made slopes and the catchwater, should be 1.2m wide with railing
- For the steeper sections of the trail, stairs with railing may be proposed
- The proposed railing design should include a typical design each for the level, ramp, and staircase sections of the walking trail
- Due consideration should be given to public safety in the design of the walking trail
- Water Supplies Department's operation and maintenance needs should be duly considered for the design of the section along the catchwater; the catchwater should not be covered
- Existing slope drains should be retained and not to be decked over so that their function to collect surface runoff would not be affected
- Any soft landscaping proposed along the walking trail should be of self-sustainable nature, blend in with the natural environment and integrate with native plants