

Appendix V

Licence

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

Re: Transformation of the Stanley Waterfront Mart

1. I/ We refer to the Invitation to the Market Sounding Exercise for the Transformation of the Stanley Waterfront Mart (the “**Exercise**”) issued by the Food and Environmental Hygiene Department (the “**FEHD**”) dated 12 February 2026 (the “**Invitation**”).
2. Unless otherwise defined herein, terms and expressions which are defined in the Invitation have the same respective meanings where used in this Licence.
3. In consideration of the Government agreeing in the Invitation to pay HK\$1.00 to me/ us upon demand, I/ we hereby undertake, acknowledge and agree to the terms set out below.
4. I/ We hereby give consent to the Government preparing records in writing and/ or making video and/ or audio recordings (the “**Records and Recordings**”) of any meetings I/ we hold with the Government in connection with the Invitation or the Exercise (the “**Meetings**”) to record the proceedings of the Meetings including ideas, views and suggestions obtained from me/ us or through discussion with the Government at the Meetings.
5. I/ We hereby grant or in case I/ we am/ are not empowered to do so, shall at my/ our own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title a non-exclusive, freely transferable, royalty-free, irrevocable, worldwide, perpetual and sub-licensable licence to use (including doing any of the acts restricted by the copyright set out in sections 22 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) (the “**CO**”)) (i) the submissions submitted by me/ us in response to the Invitation or in relation to

the Exercise and all other documents, works and materials (including but not limited to any reports, summaries, models, questionnaires, analyses, papers, advice, recommendations, records, proposals, plans, designs, drawings, pictures, diagrams, images, sound, music, formula, tables, charts, databases, computer source codes and compilation of data or information) contained in or submitted to the Government in connection with the Invitation, Exercise or Meetings (collectively the “**Submissions**”), (ii) all compilations of data or information, inventions, methods, processes, practices, formulae and other information obtained from me/ us in the Meetings whether or not recorded in the Records and Recordings (collectively the “**Information**”) and (iii) all Intellectual Property Rights subsisting in the Submissions, Records and Recordings and Information, for all purposes contemplated in the Invitation and/or the Exercise, including without limitation considering or exploring the practicality of the responses, conducting any public consultation and any subsequent tender or procurement in any way as the Government deems fit, adapting or modifying the Submissions or Information, incorporating all or any part of the Submissions or Information into other documents, materials, data, inventions, methods, processes, practices, formulae or information (whether in relation to the Exercise or otherwise), or for record purposes (collectively the “**Purposes**”). Without prejudice to the generality of the foregoing, the Government shall be entitled:

- (a) to make use of (including reproduce and publish, display, exhibit and/ or communicate to the public and to do any other acts restricted by the copyright as set out in sections 22 to 29 of the CO) the Submissions, the Records and Recordings and Information in whole or in part, in any form for the Purposes; and
- (b) to use, adopt (including making any adaptations within the meaning of the CO) or develop the Submissions, Records and Recordings and Information without acknowledging the source of the Submissions, Records and Recordings and Information.

6. In addition and without prejudice to the generality of Clause 5

above, I/ we hereby declare that the Government shall have the right to make use of and disclose to any third party the Submissions, the Records and Recordings and Information, in whole or in part, in any form for the Purposes.

7. I/ We hereby warrant that:

- (a) the making or provision of the Submissions, Records and Recordings and Information or any part thereof does not and will not infringe the Intellectual Property Rights or any other rights of any person;
- (b) the use or possession by the Government, its authorised users, assigns and successors-in-title of the Submissions, Records and Recordings and Information or any part thereof for any purposes contemplated by the Invitation and/ or the Purposes does not and will not infringe the Intellectual Property Rights or any other rights of any person;
- (c) the exercise of any of the rights granted under the Invitation and/or the Exercise by the Government, its authorised users, assigns and successors-in-title does not and will not infringe any Intellectual Property Rights or any other rights of any person;
- (d) to the extent that any Intellectual Property Rights in any part of the Submissions, Records and Recordings or Information is vested in a third party, I/ we declare and warrant that the relevant third party Intellectual Property Rights owners has/have granted all necessary clearances and licences in favour of myself / ourselves and the Government, its authorised users, assigns and successors-in-title to use such part of the Submissions, Records and Recordings or Information upon the same terms as those set out in Clause 5 above; and
- (e) I / we have the full power, capacity and authority to enter into this Licence including without limitation the grant of the licence in accordance with Clause 5 above.

8. I /We further agree that the Intellectual Property Rights in any works or materials developed by the Government on the basis of the Submissions, Records and Recordings or Information (including any change, adaptation, alteration, customisation, translation, correction, improvement, enhancement or modification of all or any part of of the Submissions, Records and Recordings or Information) shall vest in and belong to the Government absolutely and immediately upon creation.
9. I/ We agree that any assignment made or licence granted by any owners of the Intellectual Property Rights subsisting in the Submissions, Records and Recordings and Information shall be subject to the licence referred to in Clause 5 above. I/ We shall procure at my / our own cost that such owners shall also impose obligation(s) on the assignees and licensees that any subsequent assignment(s) or licence(s) of such Intellectual Property Rights shall be made subject to the said licence to the intent that such obligation(s) shall apply to all subsequent assignees and/or licensees.
10. I/ We hereby irrevocably waive and shall procure at my / our own cost and expense all authors of the Submissions and Information or any part thereof, and all performers of the fixation or recordings mentioned in Clause 11 below, to irrevocably waive all moral rights (whether past, present or future) in the respective items. The waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of such items or upon delivery of such items to the Government or upon the grant of Licence to the Government, its authorised users, assigns and successors-in-title (as the case may be).
11. I/ We shall, at my / our own cost and expense and before the fixation and/or recording of the Records and Recordings, obtain all the consent and clearance from the performer(s) as may be necessary for such fixation and/or recording and for any use and exploitation of such fixation or recording, or copies thereof by the Government, its authorised users, assigns and successors-in-title, as

contemplated by the Invitation and/or the Exercise. 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 CO.

12. I/ We shall indemnify and keep each of the Government its authorised users, assigns and successors-in-title (each an “Indemnified Party”) fully and effectively indemnified from and against any and all demands, allegations, claims, actions, arbitrations, proceedings (whether or not successful, compromised or settled) threatened, brought, instituted or established against an Indemnified Party and all liabilities, indebtedness, losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses) which an Indemnified Party may pay or incur in connection with or arising from a breach of this Licence or a breach of any of the representations, warranties and/or undertakings given by me/ us under this Licence.
13. I/We shall at my/ our own cost at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable to give full effect to the provisions in this Licence, including but not limited to granting or procuring the grant of the licence in favour of the Government, its authorised users, assigns and successors-in-title in accordance with Clause 5 above and assisting in the resolution of any question concerning the Submissions, Records and Recordings and Information.
14. Unless the context otherwise requires, “**Intellectual Property Rights**” in this Licence 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.
15. [I/ We agree that all parties who have executed this Licence are jointly and severally liable for the obligations imposed and

warranties given in this Licence.

16. I/ We agree that a term or part of a term of this Licence that is illegal or unenforceable may be severed from this Licence and the remaining terms or parts of the term of this Licence continue in force.
17. I/ We agree that the Government does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A waiver of a right, power or remedy by the Government must be in writing and signed by the Government giving the waiver.
18. This Licence shall be governed by and construed in accordance with the laws from time to time in force in Hong Kong and I/ we agree to submit to the jurisdiction of the Hong Kong courts.
19. I/ We agree that damages may not be an adequate remedy for a breach of any term or condition of this Licence by me/ us and in addition to any rights or remedies it may have under this Licence or in accordance with any law, the Government will be entitled to seek specific performance of this Licence or any interlocutory, interim or emergency measure or relief in accordance with the law from any court of competent jurisdiction.]
20. This Licence is duly executed by me/ us under hand on the date as shown below and shall take effect on such date.

Signature of person authorised to sign on
behalf of the respondent

Name of respondent:

Position:

Date: