

深港科技创新合作区深圳园区 皇岗口岸片区城市设计国际竞赛

INTERNATIONAL COMPETITION FOR URBAN DESIGN OF HUANGGANG PORT AREA AT SHENZHEN
PARK OF SHENZHEN-HONG KONG SCIENCE AND TECHNOLOGY INNOVATION COOPERATION ZONE

工 作 规 则

W O R K R U L E S

2020.04

主办单位：深圳市投资控股有限公司
Host: Shenzhen Investment Holdings Co., Ltd.

承办单位：深圳深港科技创新合作区发展有限公司
Tenderee: Shenzhen-Hong Kong Science and Technology
Innovation Cooperation Zone Development Co., Ltd.

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第一部分 参赛须知

Part I Instructions to Applicants

1. 项目说明

1. Project Description

1.1 项目名称:

1.1 Project name:

深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛

International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (the “Project”)

1.2 主办单位及承办单位

1.2 Host and Organizer

主办单位：深圳市投资控股有限公司

Host: Shenzhen Investment Holdings Co., Ltd.

承办单位：深圳深港科技创新合作区发展有限公司

Organizer: Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Development Co., Ltd.

1.3 项目地点:

1.3 Project location:

深港科技创新合作区深圳园区皇岗口岸片区位于福田区南部边界地区, 与香港隔深圳河相望, 西接皇岗口岸综合枢纽和福田口岸, 东部毗邻港深创新及科技园 (深港科技创新合作区香港园区)。

Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone is located in the southern border area of Futian District, facing Hong Kong across Shenzhen River, and adjoining Huanggang Port Integrated Hub and Futian Port to the west and Hong Kong-Shenzhen Innovation and Technology Park (Hong Kong Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone) to the east.

1.4 竞赛平台

1.4 Competition platform

深圳市城市设计促进中心 (www.szdesigncenter.org)

Main platform: Shenzhen Center for Design (www.szdesigncenter.org)

宣传平台: ArchDaily (www.archdaily.com)、ABBS 建筑论坛

Publicity platform: ArchDaily (www.archdaily.com)、Architecture BBS

2. 竞赛目的

2. Purpose of Competition

本次国际咨询活动拟向国内外征集兼具生态友好性、灵活性、集约性和可实施性的城市设计理念和详细设计方案,立足于深圳建设中国特色社会主义先行示范区的使命和粤港澳大湾区合作共建的发展背景,以深港合作为基础,聚焦基础研究和源头创新,以国际视野和世界领先标准,打造引领湾区的深港合作示范区和国家综合性科学中心先导区,引导深圳高质量发展。

The Project plans to solicit urban design philosophies and detailed design schemes that are eco-friendly, flexible, intensive, and implementable from the world. According to Shenzhen' s mission to build itself into a pilot demonstration area of socialism with Chinese characteristics and the development background of cooperation in constructing the Guangdong-Hong Kong-Macao Greater Bay Area ("GBA"), the Project aims to base Shenzhen-Hong Kong cooperation to focus on basic research and original innovation and build an GBA-leading Shenzhen-Hong Kong cooperation demonstration zone and national comprehensive science center pilot area with international vision and world-leading standards to guide Shenzhen' s high-quality development.

3. 项目规模及工作内容

3. Project Scale and Work Contents

3.1 项目规模

3.1 Project scale

本次城市设计范围分为研究协调范围和详细设计范围。其中研究协调范围为河套 C 区范围,包括福田口岸、皇岗口岸、现状旅检区及货检区、现状口岸生活区、赤尾村等区域,面积 1.67 平方公里;详细设计范围包括现状皇岗口岸货检区、现状口岸生活区及口岸周边地块,面积约 0.91 平方公里。

The urban design scope is divided into the study coordination scope and detailed design scope; wherein, the study coordination scope is Loop Area C, including Futian Port, Huanggang Port, existing Passenger Clearance Area and Cargo Inspection Area, existing port residential district, and Chiwei Village, etc., with an area of 1.67km²; the detailed design scope includes the existing Huanggang Port Cargo

Inspection Area, existing port residential district, and plots around Huanggang Port, with an area of about 0.91km².

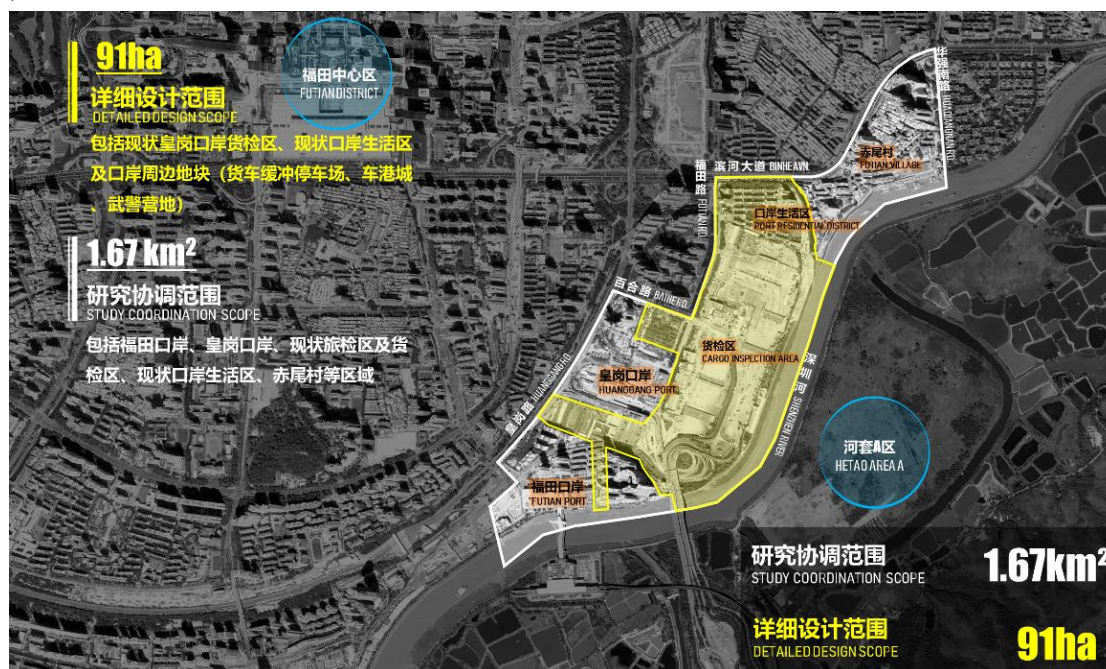


图 1 国际竞赛设计范围图

Fig. 1 Design Scope of the Project

(研究协调范围 1.67km², 详细设计范围 0.91km²)

(study coordination scope: 1.67km², detailed design scope: 0.91km²)

3.2 城市设计方案竞赛阶段工作内容

3.2 Work contents at the Urban Design Scheme Competition Stage

包括但不限于以下内容：提出皇岗口岸片区整体规划设计思路、总体结构、空间布局、公共空间设计、城市景观设计、重要节点概念建筑设计、三维形态设计及开发强度安排、综合交通设计、立体慢行系统、地下空间组织等内容（详见竞赛要求）。

Work contents include but are not limited to the following contents: the overall planning and design thoughts for Huanggang Port Area, overall structure, spatial layout, public space design, urban landscape design, conceptual architectural design of key nodes, three-dimensional shape design and development intensity arrangement, comprehensive traffic design, three-dimensional slow traffic system and underground space organization, etc. (see the Competition Requirements for the details).

3.3 成果深化阶段工作内容

3.3 Work contents at the Results Development Stage

成果深化工作需考虑其他优秀设计方案中的建议，并与《深港科技创新合作区统筹规划实施方案》中各专题做好协同对接，形成深港科技创新合作区深圳园区皇岗口岸片区城市设计优化成果，深化成果应符合重点地区城市设计内容要求。

The results development work needs to consider the suggestions in other excellent design schemes and coordinate with each special discipline in the

Implementation Plan for Overall Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone to form the optimized results of the urban design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone. Such results shall meet the urban design content requirements for important areas.

4. 设计依据

4. Design Basis

- 4.1 《深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛-工作规则》;
- 4.1 *International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone - Work Rules*;
- 4.2 《深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛-竞赛要求》;
- 4.2 *International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone - Competition Requirements*;
- 4.3 主办方提供的有关规划与基础资料;
- 4.3 Related planning and basic data provided by the Host;
- 4.4 中华人民共和国和广东省、深圳市现行的有关法律法规、规章和规范性文件的规定。
- 4.4 Current laws, regulations, rules and normative documents of the People's Republic of China, Guangdong Province and Shenzhen City.

5. 竞赛规则

5. Competition Rules

本次国际竞赛工作分为三个阶段进行：第一阶段为“资格预审”，第二阶段为“城市设计方案竞赛”，第三阶段为“成果深化”。

The Project proceeds in three stages: Stage I - Pre-qualification, Stage II - Urban Design Scheme Competition, and Stage III - Results Development.

5.1 第一阶段-资格预审

5.1 Stage I - Pre-qualification

资格预审将采用“邀请+公开”的方式。主办单位向受邀备选单位发出邀请，并从中选出 5 家受邀入围；同时，在全球范围内发布公告，面向专业设计机构公开征集创意，通过资格预审从公开报名单位中择优选取 10 家入围单位，与 5 家受邀单位共同进入第二阶段-城市设计方

案竞赛。

The pre-qualification will adopt the method of “invitation + public application” where the Host will invite alternative entities and shortlist 5 therefrom, and at the same time, it will release an announcement worldwide to publicly solicit creativity from professional design agencies and then shortlist 10 from the applying entities through pre-qualification to enter Stage II - Urban Design Scheme Competition together with the 5 invited entities.

5 家受邀单位名单如下（排名不分先后）：

The list of the 5 invited entities is as follows (in no particular order):

(1) OMA Asia(Hong Kong) Limited(大都会建筑事务所)

(1) OMA Asia (Hong Kong) Limited;

(2) MAD 建筑事务所+奥雅纳工程咨询（上海）有限公司+中国城市规划研究院

(2) MAD Architects + Arup International Consultants (Shanghai) Co., Ltd. + China Academy of Urban Planning & Design;

(3) Morphosis Architects(莫菲西斯建筑事务所)

(3) Morphosis Architects;

(4) Grimshaw Architects（格雷姆肖建筑事务所）

(4) Grimshaw Architects;

(5) Zaha Hadid Limited(扎哈·哈迪德建筑事务所)

(5) Zaha Hadid Limited

5.1.1 公开报名要求

5.1.1 Requirements for public application

(1) 公开报名阶段境内外具有相关设计经验的设计机构（独立法人）均可报名参加。允许联合体报名，联合体成员不得超过 3 家，联合体各方不得再单独以自己名义，或者与另外的设计机构组成联合体参加本次竞赛。不接受个人及个人组合的报名。

(1) Any design agency (independent legal person) with relevant design experience at home and abroad can apply for participating in the Project. A consortium is also allowed, but its member cannot exceed 3, and each member of the consortium shall not further apply alone or join another consortium with other design agencies to apply. Applications of individuals and teams of individuals are not accepted.

(2) 具有以下项目经验的设计机构（联合体）将被优先考虑：

(2) A design agency (consortium) with the following project experience will be given priority to:

①具有国际科学园区设计经验；

① Experience in designing international science parks;

②具有城市重点片区的城市设计经验；

② Experience in the urban design of key urban areas;

③具有口岸片区的城市设计经验。

③ Experience in the urban design of port areas.

(3) 参与本次国际竞赛的设计人员应为该设计机构的在册人员。

(3) Designers participating in the Project shall be registered personnel of design agencies.

(4) 公开报名的设计机构（联合体）根据竞赛文件要求提供资格预审材料。资格预审资料包括报名资料及概念提案，具体编制要求详见 6、资格预审申请文件编制要求。

(4) Applying design agencies (consortia) shall provide pre-qualification documents according to the requirements of the Competition Document, which include application documents and conceptual proposal. See 6. Requirements for Pre-qualification Application Documents for the detailed preparation requirements.

5.1.2 资格预审原则

5.1.2 Pre-qualification principles

组建资格预审委员会，成员由城市规划、建筑设计、交通规划、生态保护等相关专业的专家组成。资格预审委员会由评审主席主持评审工作，评审主席通过全体成员推举产生，在评审中与其他成员有同等表决权。

A pre-qualification committee will be set up, with members including experts in urban planning, architectural design, traffic planning, and ecological protection, etc. The chairman of the pre-qualification committee, who is elected through the recommendation of all the members, will chair the review and share the same voting right as other members during the review.

资格预审委员会将对公开报名单位的报名材料进行综合评审，评审内容包括报名参与者的行业声誉、设计经验（国际科学园区设计经验；城市重点片区的城市设计经验；口岸片区的城市设计经验）、项目业绩、获奖情况、拟投入项目的团队及概念提案等资料。在报名的单位中，择优选出 10 家设计机构（联合体）进入第二阶段。同时，需评选出 2 家备选单位（须排序），如入围的 15 家参赛单位有退出第二阶段的情况，则备选单位依序替补。

The pre-qualification committee will comprehensively review the application documents of applying entities, with the review contents including applicants' industry reputation, design experience (in international science parks; in the urban design of key urban areas; in the urban design of port areas), project achievements, prize winning situation, proposed team for the Project and conceptual proposal, etc. 10 design agencies (consortia) among the applying entities will be selected to enter Stage II according to merits; and 2 alternative entities (with ranking) will be selected to replace in order any of the 15 shortlisted entities that quits at Stage II.

5 家受邀单位及 10 家公开报名入围单位应在得到确定入围通知后，按时提交《参与确认函》（参考第三部分 参与确认函）。若递交《参与确认函》的设计机构（联合体）因不可抗力因素中途退出或最终放弃参与，主办单位有权在今后拒绝该设计机构（联合体）参加主办单

位的任何项目。

Upon receipt of the shortlisting notice, the 5 invited entities and 10 shortlisted applying entities shall submit the *Letter of Participation Confirmation* (refer to Part III Letter of Participation Confirmation) on time. If any design agency (consortium) that has submitted the *Letter of Participation Confirmation* withdraws from or eventually gives up participating in the Project due to factors other than force majeure, the Host shall have the right to refuse it to participate in any project hosted by it in the future.

5.2 第二阶段-城市设计方案竞赛

5.2 Stage II - Urban Design Scheme Competition

主办单位将组织入围的 15 家设计机构（联合体）进行现场踏勘和答疑。在签订了参与确认函和保密协议后，主办单位将提供详细的设计基础资料。15 家设计机构（联合体）在提交符合要求的成果文件后，将获得相应的竞赛奖金。评审专家将在 15 家设计方案中选出 3 家（不排序）优胜方案推荐给主办单位。

The Host will organize the 15 shortlisted design agencies (consortia) to conduct site survey and Q&A. The Host will provide detailed basic design data after the Letter of Participation Confirmation and Non-Disclosure Agreement are signed. The 15 design agencies (consortia) will receive the corresponding competition bonus after they submit deliverables that meet related requirements. Review experts will select 3 (without ranking) winning schemes from the 15 design schemes and recommend them to the Host.

5.2.1 设计成果要求

5.2.1 Requirements for deliverables

(1) 设计成果必须符合中华人民共和国、广东省及深圳市有关城市规划与城市设计规章和规范性文件的规定要求，满足《深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛—竞赛要求》的要求，内容表达必须做到完整、清晰、准确。

(1) Deliverables must meet the specified requirements of rules and normative documents of the People's Republic of China, Guangdong Province and Shenzhen City on urban planning and urban design and the requirements of the *International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone - Competition Requirements*, with complete, clear and accurate contents.

(2) 设计成果必须经设计机构（联合体）签章方为有效。设计机构（联合体）应在设计成果正本文件的扉页右下角标明设计机构名称，由设计机构（或联合体各方）盖章，并由项目负责人签字，正本须单独封装。设计成果副本文件和其他设计文件对是否出现设计机构（联合体）的标识不做要求。

(2) Deliverables will be valid only upon the signature and seal of design agencies (consortia). Design agencies (consortia) shall indicate their name at the

lower right corner of the title page of the original deliverables and affix their seal, and their project leader shall sign, with the original deliverables separately packaged. The identification of design agencies (consortia) is not required for deliverables copies and other design documents.

(3) 每家设计机构（联合体）只允许提交一份设计成果。

(3) Each design agency (consortium) can submit one scheme only.

(4) 所有设计成果须在规定截止时间前送至或邮至主办单位指定地点。

(4) All deliverables must be sent or mailed to the place designated by the Host before the stipulated deadline.

(5) 所有方案设计成果文字必须采用中英双语，中英文内容如有出入以中文为准。

(5) All scheme deliverables must be in Chinese and English, and any inconsistency between the Chinese and English versions shall be subject to the Chinese version.

5.2.2 评审原则

5.2.2 Principles of review

(1) 主办单位依法组建方案评审委员会，成员由 7 或 9 名境内外知名专家组成，专业背景包括城市规划、建筑设计、交通规划、生态保护等方面。

(1) The Host shall establish a scheme review committee according to the law, and its members shall be composed of 7 or 9 renowned experts at home and abroad with professional backgrounds including urban planning, architectural design, traffic planning, and ecological protection, etc.

(2) 方案评审委员会由评审主席主持评审工作，评审主席在评审中与其他成员有同等表决权。评审过程中发现的问题和产生的纠纷，由方案评审委员会讨论并由评审主席裁决。

(2) The chairman of the scheme review committee, who will preside over the review, shall have the same voting right as other members in the review. Problems found and disputes arising from the review process shall be discussed by the scheme review committee and decided by the review chairman.

(3) 本轮采用明标的方式进行评审。各设计机构（联合体）经抽签，按照抽签顺序，由项目负责人进行方案设计成果汇报并回答专家提问。具体的汇报细节届时将统一通知。

(3) The open bid will be selected for this round of review, where design agencies (consortia) will draw lots and according to the sequence decided by lot drawing, project leaders shall present the scheme deliverables and answer the questions of experts. The presentation details will be uniformly notified.

(4) 评审办法：方案评审委员会采用记名投票（逐轮淘汰）的方式，经过充分讨论后，投票选出前三名优胜单位（不排序）。方案评审委员会须对前三名设计机构（联合体）的方案提出评审意见。

(4) Review method: The scheme review committee will adopt the open ballot method (elimination in rounds) to select the top three winners (without ranking)

after full discussions. The scheme review committee shall give review opinions on the schemes of the top three design agencies (consortia).

5.3 第三阶段-成果深化

5.3 Stage III-Results Development

主办单位在充分尊重专家评审意见的基础上，研究确定优胜单位的排名。获得第一名的设计机构（联合体）将作为本项目的技术咨询和顾问单位开展成果深化工作，后续将组织 3~4 次成果深化工作坊（具体数量视项目的实际情况确定），二等奖的优胜单位均需派出项目负责人和主要设计人员参与工作坊。

The Host will study and determine the rankings of the winners on the basis of fully respecting the experts' review opinions. The design agency (consortium) ranking first will conduct the results development as the technical consultant of the Project and subsequently organize 3-4 results development workshops (the specific number subject to the realities of the Project), and the second-prize winners shall send their project leaders and main designers to participate in the workshops.

如因中选单位的原因（如中选单位放弃中选资格、因不可抗力不能履行合同、或被查实存在影响中选结果的违法行为等情形），不符合中选条件的或无法继续参与后续工作的，主办单位可以与其他优胜单位沟通另行确定参与后续工作的单位。

If the design agency (consortium) ranking first is not qualified to be ranked first or fail to continue to participate in the subsequent work due to its reasons (for example, it gives up the qualification to be ranked first, cannot perform the contract not due to force majeure or is found to have illegal acts that have affected the ranking results), the Host may communicate with other winners to separately determine the entity to participate in the subsequent work.

6. 资格预审申请文件要求

6. Requirements for Pre-qualification Application Documents

资格预审申请文件由**报名文件**和**概念提案**两部分组成，报名文件和概念提案需要独立成册。参赛单位必须按以下顺序和要求编制资格预审申请文件，同时在编制目录时编制对应的页码。所提供的各类证明材料如为复印件，应在复印件上加盖公章确认其真实性。任何提供虚假证明资料的参赛单位，均将被取消参赛资格。

The pre-qualification application documents compose of **application documents** and **conceptual proposal**. Application documents and concept proposal shall be in separate volumes. Competitors must prepare pre-qualification application documents according to the following sequence and requirements and prepare the tables of contents with corresponding pages. If certification materials provided are

photocopies, competitors shall affix their official seal to the photocopies to confirm the authenticity. Any competitor that provides false certification materials will be disqualified from participating in the competition.

6.1 资格预审申请文件的组成

6.1 Composition of pre-qualification application documents

(1) 联合体协议

(1) Consortium Agreement

以设计联合体名义报名的应提交所有联合体设计机构共同签署的“设计联合体协议书”，设计联合体协议书需加盖联合体所有成员公章或签字，并明确牵头设计的主体单位。提交的联合体协议书应注明各成员在竞赛阶段所占有的权益份额、拟承担的工作内容、工作分工及担负的责任。

Joint design groups shall submit the “Joint Design Group Agreement” jointly signed or affixed with official seals by all the members and specify the leading member. The Consortium Agreement submitted shall indicate the equity share, proposed work content, division of work and responsibilities of each member at the Competition Stage.

(2) 报名表

(2) Registration Form

提供投标人简介、企业获得资质情况（如有）、城市设计项目获奖情况（如有）和其他企业实力证明。

Provide the competitor's profile, enterprise qualifications (if any), urban design project prize winning information (if any) and other enterprise strength certificates.

提供的资料应包括：有效的营业执照（或商业登记证明）（提供复印件，加盖公章）、企业资质证明文件（如有）、城市设计项目获奖证明文件（如有）、其他认为有必要的证明材料。

The materials provided shall include valid business license (or commercial registration certificate) (photocopy affixed with the official seal), enterprise qualification certificate (if any), urban design project award certificate (if any), and other certification materials that are deemed necessary.

(3) 法定代表人资格证明书、法定代表人授权书

(3) Certificate of Qualifications of Legal Representative and Power of Attorney of the Legal Representative

(4) 同类项目经验一览表

(4) Lists of Experience in Similar Projects

提供设计机构（联合体）在近 10 年内（2010 年 1 月 1 日至今）承担的科学园区规划设计或城市重点片区城市设计业绩，需提供参与过的同类项目的简介。设计机构（联合体）应具有

至少 1 项科学园区或城市重点片区的城市设计业绩，提供业绩数量不超过 5 个，超过 5 个只取前 5 个。

Design agencies (consortia) shall provide the achievements in the planning and design of science parks or urban design of key urban areas undertaken by them in recent 10 years (from January 1, 2010 to the present) and give overviews of similar projects they participated in. Design agencies (consortia) shall possess at least 1 achievement in the design of science park or urban design of key urban area and provide not more than 5 achievements; otherwise, only the first 5 will be admitted.

提供的资料应包括：项目类型；名称；规模、特点；设计机构在该项目承担的工作范畴；项目完成情况；主要设计人员的姓名、职务、作用及责任分工；获奖情况；设计合同关键页扫描件；设计作品的委托方的联系人及有效办公电话；相关照片或效果图；其他证明资料。

The materials provided shall include the project type, name, scale and characteristics; the scope of work undertaken; the project completion status; the name, post, role and division of responsibilities of main designers; prize winning information; scanned copies of key pages of design contracts; contact persons and valid office telephone numbers of the clients of design works; related photos or renderings; other certification materials.

(5) 设计人员总表

(5) Summary List of Designers

提供设计团队成员职务、拟承担的设计工作。

Provide information on the post and proposed design work of design team members.

(6) 项目负责人及主创设计师简历及证明材料

(6) Resumes and Certificates of Project Leader and Chief Designers

提供项目主要负责人及主创设计师的基本情况和近 10 年内（2010 年 1 月 1 日至今）的设计经验情况。项目主要负责人在近 10 年内担任过科学园区规划设计或城市重点片区城市设计的项目负责人；主创设计师在近 10 年内担任过科学园区规划设计或城市重点片区城市设计项目的主创设计师。业绩各不超过 5 个，超过 5 个只取前 5 个。

Provide the basic information of the project leader and chief designers and the design experience thereof in recent 10 years (from January 1, 2010 to the present), the achievements in the planning and design of science parks or urban design of key urban areas where the project leader served as the project leader in recent 10 years, and the achievements in the planning and design of science parks or urban design of key urban areas where the chief designers served as chief designers in recent 10 years, with the achievements not exceeding 5 separately; otherwise, only the first 5 will be admitted.

提供的资料应包括：项目负责人及主创设计师的姓名；学历、学位及专业特长；职业资格及证明；任职历史；个人获得国内或国际行业奖项。业绩的项目类型；名称；规模、特点；在该项目承担的工作；项目完成情况；获奖情况；设计合同关键页扫描件；设计作品的委托方的

联系人及有效办公电话；相关照片或效果图；其他证明资料。

The materials provided shall include the name, educational background, academic degree, expertise, professional qualification and certificate, history of appointment and domestic or international industry awards of the project leader and chief designers; achievement-related project type, name, scale and characteristics; the scope of work undertaken; the project completion situation; prize winning information; scanned copies of key pages of design contracts; contact persons and valid office telephone numbers of the clients of design works; related photos or renderings; other certification materials.

(7) 概念提案

(7) Conceptual proposal

概念提案文本可采用多种形式表达设计构思与想法，独立成章节，图文混排，详细描述对本项目的理解，以及设计核心意图和想法。

The conceptual proposal text can express the design concept and idea in multiple forms and shall be in an independent chapter integrating text and graphics, to detail the understanding of the Project and core design intent and idea.

主要内容包括但不限于：基于对区域发展条件和未来发展趋势的分析，归纳总结片区特征，初步研判片区未来的发展模式和发展意向；明确指出应重点解决的问题，并提出独具创意的设计理念、解决思路及方法或可借鉴的模式、新技术应用等，形成初步概念构思草案。

The main contents include but are not limited to summarizing characteristics of the Area and preliminarily studying the future development pattern and intention of the Area based on the development conditions and future development trend analysis of the Area; clearly pointing out the problems to be focused on for solution and proposing the creative design philosophy and solving ideas and methods or the model that can be used for reference and new technology application, etc. to form a preliminary concept and idea draft.

☆ 以上所有资料均需确保真实有效，并加盖单位公章或签字。如在资格预审中发现报名文件存在不实的虚假情况，主办单位将保留进一步追究的权利。

☆ All the above information shall be authentic and valid and affixed with the official seal or signed. In case of any false application documents found in the pre-qualification, the Host reserves the right to further investigate the responsibility.

6.2 资格预审申请文件编制要求：

6.2 Requirements for the preparation of pre-qualification application documents:

(1) 报名文件和概念提案分别装订，各含 1 份正本 9 份副本，双面打印，简装，软皮封面装订成册，并附目录。正本封面须标注“正本”、注明项目名称和设计机构名称、由牵头单位

加盖公章或签字；副本 9 份，可使用正本彩色复印件，并在封面标注“副本”。

(1) Application documents and conceptual proposal shall be separately bound, including 1 original and 9 copies printed on both sides and simply bound into a volume with a soft leather cover and table of contents. The cover of the original shall indicate “Original” and the project name and design agency name(s) and affixed with the official seal or signed by the leading member; 9 copies can be the color photocopies of the original and shall indicate “Copy” on the cover.

报名文件要求 A4 规格 (210mm×297mm)，内容不超过 50 页（不含封面和目录，正文页码数不超过 100）。详细格式参照“**第二部分 资格预审报名文件格式**”。

Application documents are required to be in A4 size (210mm×297mm), with the contents not exceeding 50 sheets (excluding the cover and table of contents, with the number of pages of the text not exceeding 100). Refer to “**Part II Formats of Pre-qualification Application Documents**” for the detailed formats.

概念提案采用 A4 规格 (210mm×297mm)，内容不超过 20 页（不含封面和目录，正文页码数不超过 20）。

The conceptual proposal is required to be in A4 size (210mm×297mm), with the contents not exceeding 20 sheets (excluding the cover and table of contents, with the number of pages of the text not exceeding 20).

电子文件要求含正本扫描件（pdf 格式）及可编辑 word 文件，须提交 U 盘 1 个。同时请将电子文档发送至以下邮箱：szgs2019@126.com。

Electronic files are required to include the scanned copy of the original (in .pdf) and editable Word files and submitted in 1 USB flash drive. Please also send the electronic files to the following e-mail: szgs2019@126.com.

资格预审申请文件及电子文件统一密封包装在 1 个包装袋内，并在密封袋上注明“深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛”、“参赛单位名称”。密封袋的封口处须保持密封。

Pre-qualification application documents and electronic files shall be together packaged and sealed in 1 sealed bag indicated with “International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone” and competitor’s name. The seal place of the sealed bag shall be kept sealed.

(2) 资格预审申请文件需于 2020 年 4 月 23 日 15:00 前递交至（可快递）：深圳市福田区福田保税区长富金茂大厦 25F，联系人 徐小姐 +86 13601448675/李工 +86 15986609870。递交截止时间如有调整以最新公告通知的为准。并请在报名截止日期前登录网址：<http://106.52.245.156/> 登录并登记报名信息。

(2) Pre-qualification application documents shall be submitted (can be submitted by express delivery) to 25F, Changfu Center, Futian District, Shenzhen, contact person: Ms. Xu +86 13601448675 / Mr. Li + 86 15986609870, before 15:00,

April 23, 2020. The submission deadline, if adjusted, is subject to the latest announcement. Please log on to the website: <http://106.52.245.156/> to register the application information.

(3) 资格预审申请文件以最终收到的纸质资料为准。

(3) The pre-qualification application documents are subject to the paper data eventually received.

7. 否决性条款

7. Veto Clause

7.1 资格预审申请文件有下列情形之一的，主办单位将不予受理：

7.1 Pre-qualification application documents under one of the following circumstances will not be accepted by the Host:

(1) 文件送达时间及地点不符合本竞赛文件规定的；

(1) The time and address of delivery of the documents do not meet the provisions herein;

7.2 资格预审申请文件有下列情形之一的，资格预审符合性审查不合格：

7.2 If the pre-qualification application documents are under one of the following circumstances, the related competitor will be determined as unqualified:

(1) 参赛申请人不符合报名条件要求的；

(1) Applicants do not meet the application conditions and requirements;

(2) 相互间有直接控股关系或法定代表人为同一人的两个或两个以上的法人提交资格预审申请文件的；

(2) Pre-qualification application documents are submitted by two or more legal persons who have a direct shareholding relationship with each other or whose legal representatives are one same person;

7.3 成果文件有下列情形之一的，将被视为无效设计成果：

7.3 Deliverables will be deemed invalid under any of the following circumstances:

(1) 设计成果逾期送达的；

(1) Deliverables are not served within the deadline;

(2) 设计成果提交后，更改设计成果的内容的；

(2) Deliverables are modified after they are submitted;

(3) 未按要求签署和递交《参与确认函》的；

(3) The *Letter of Participation Confirmation* is not signed or submitted as required;

(4) 将设计任务转包或混合其他机构设计人员完成的设计成果的；

(4) The design task is contracted out or deliverables are completed with the

involvement of the designers of other agencies;

(5) 设计成果非原创、已经发表过或半数以上评委认为与其它设计方案雷同的;

(5) The deliverables are not original, have been published or are deemed by more than half of the jury members as similar to other design schemes;

(6) 经专家评审委员会半数以上评委认定,设计成果不符合任务要求、包括成果内容不全或未达到竞赛要求的设计深度要求的;

(6) The deliverables are deemed by more than half of the jury members as not meeting the requirements of design brief, incomplete or not meeting the design extent requirements for the competition;

无效设计成果由设计机构(联合体)在收到通知后的 7 日内取回,主办单位不予支付费用,逾期未取的无效设计成果,由主办单位作报废处理。

Invalid deliverables shall be taken back by related design agencies (consortia) within 7 days upon the receipt of the notice and will not be paid for any fee by the Host; invalid deliverables that are not taken back within the specified time will be scrapped by the Host.

8. 竞赛日程

8. Competition Schedule

阶段 Stage	时间 Time	事项 Item
第一阶段- 资格预审 Stage I - Pre- qualificati on	2020 年 4 月 3 日 April 3, 2020	发布正式公告及接收公开报名 Releasing the official announcement and receiving applications
	2020 年 4 月 23 日 15:00 前 Before 15:00, April 23, 2020	公开报名文件提交截止 Deadline for submitting application documents
	2020 年 4 月 29 日(暂定) April 29, 2020 (Tentative)	资格预审会 Pre-qualification meeting

阶段 Stage	时间 Time	事项 Item
	2020 年 4 月 30 日（暂定） April 30, 2020 (Tentative)	公布资格预审结果 Announcing pre-qualification results
第二阶段-城市设计 Stage II - Urban Design	2020 年 5 月 7 日（暂定） May 7, 2020 (Tentative)	踏勘答疑会， 入围单位递交《参与确认函》 Site survey and Q&A session; shortlisted entities submitting the <i>Letter of Participation Confirmation</i>
	2020 年 7 月 16 日 17:00 前（暂定） Before 17:00, July 16, 2020 (Tentative)	递交城市设计方案成果 Submitting urban design deliverables
	2020 年 7 月 17 日（暂定） July 17, 2020 (Tentative)	城市设计方案评审会 Urban design deliverables review meeting
	2020 年 7 月 20 日（暂定） July 20, 2020 (Tentative)	公布方案评审结果 Announcing review results
	2020 年 8 月 August, 2020	定标 Bid selection

☆ 所有时间均以北京时间为准，主办单位保留调整日程安排的权利，如出现日程调整的情况，主办单位将与通过邮件的形式，通知设计机构（联合体）。

☆ All the time is subject to Beijing time. The Host reserves the right to adjust the schedule. Any schedule adjustment will be notified to design agencies (consortia) by the Host via mail.

9. 奖金及有关费用

9. Bonus and Related Expenses

9.1 奖金

9.1 Bonus

经过专家评审后，符合设计要求的设计机构（联合体），依据其排名将获得如下奖励：

Design agencies (consortia) that meet the design requirements upon review by experts will receive the followings according to their ranking:

一等奖（1 名）获得奖金人民币 500 万元整；

RMB 5 million for the first prize (1);

二等奖（2 名）每个获奖单位获得奖金人民币 300 万元整；

RMB 3 million for each winner of the second prize (2);

三等奖（3 名）每个获奖单位获得奖金人民币 200 万元整；

RMB 2 million for each winner of the third prize (3);

四等奖（9 名）每个获奖单位获得奖金人民币 120 万元整。

RMB 1.20 million for each winner of the fourth prize (9).

奖金的支付：本次竞赛奖金均以人民币支付，费用均含税，获得奖金的设计机构（联合体）签署奖金支付协议并提供请款资料。主办单位在奖金协议签订后开始办理支付手续。收款单位应提供中国境内合法有效等额的增值税专用发票，收款单位必须为境内（不含港澳台）公司，境外设计机构可委托境内单位代收并在协议中明确境内代收单位信息。

Bonus payment: Bonuses for this competition will all be paid in RMB and tax-inclusive. Design agencies (consortia) winning bonuses shall sign the Bonus Payment Agreement and provide the payment request information. The Host will start to make payments after the said agreement is signed. Payees shall provide legal and valid special value-added tax invoices used in China for the corresponding amounts and must be domestic (excluding Hong Kong, Macao, Taiwan) companies. Foreign design agencies may entrust domestic entities to collect payments on behalf and shall make clear the information of such entities in the agreement.

9.2 成果深化费用

9.2 Results development fee

本次国际竞赛获得一等奖的单位，将继续参与本项目的后续深化及顾问咨询工作，后续服务工作的费用为 200 万元人民币。

The entity winning the first prize in this international competition will

continue to participate in the subsequent development and consulting of the Project, and the fee for the subsequent work is RMB 2 million.

9.3 其他

9.3 Miscellaneous

设计机构（联合体）参加本次咨询的所有费用（含差旅住宿费、模型制作、打印费等）均自行承担。

All expenses (including travel and accommodation expenses and model making and printing fees, etc.) for participating in the competition shall be borne by the design agencies (consortia) themselves.

如评审委员会认为设计机构（联合体）提交的成果文件未达到本次竞赛设计工作深度及要求的，主办单位将不予支付其奖金。

If the review committee believes that the deliverables submitted by design agencies (consortia) do not meet the design work extent and requirements of this competition, the Host will not pay the bonus.

10. 知识产权及保密原则

10. Intellectual Property and Confidentiality

10.1 由主办单位提供的资料、软件和其他物品，其所有权（包括版权）等合法权益归主办单位。未经主办单位书面同意，设计机构（联合体）不得擅自使用或交由任何第三方使用，否则，设计机构（联合体）应承担由此产生的所有责任并赔偿主办单位因此遭受的所有损失。即使本项目履行完毕、被解除、终止，设计机构（联合体）的保密义务终身存在，除非上述保密内容已经被公开。

10.1 Legitimate rights and interests such as ownership (including copyright) in the data, software and other articles provided by the Host belong to the Host. Without the written consent of the Host, design agencies (consortia) shall not use the abovementioned data, etc. or hand them over to any third party for use; otherwise, design agencies (consortia) shall assume all the resulting responsibility and compensate for all losses suffered by the Host therefrom. The duty of confidentiality of design agencies (consortia) exists throughout their life and survives the completion, cancellation or termination of the Project unless the above confidential contents have been made public.

10.2 设计机构（联合体）保证提交给主办单位的设计图纸、相关文件、资料、方案等项目成果（包括中期和最终成果）以及实现该成果所使用的必要方法不侵犯主办单位和任何第三方的合法权益（包括但不限于专利权、商标、著作权、厂商标识、服务标记、商业秘密、公民的肖像

权等)，否则，设计机构（联合体）应承担由此产生的所有责任并赔偿主办单位因此遭受的所有损失。

10.2 Design agencies (consortia) warrant that the design drawings, relevant documents, data, schemes and other project results (including interim and final results) submitted to the Host as well as the necessary methods used to achieve the results will not infringe upon the legitimate rights and interests (including but not limited to the patent right, trademark, copyright, manufacturer' s logo, service mark, trade secret, and citizen' s right of portrait, etc.) of the Host and any third party; otherwise, design agencies (consortia) shall assume all the resulting responsibility and compensate for all the losses suffered by the Host therefrom.

10.3 此次竞赛所有入围方案的知识产权，由主办方与设计单位共享版权（署名权除外）。所有参与竞赛的成果文件在评审后不退回设计机构（联合体）。

10.3 The intellectual property in all shortlisted schemes in the Project is shared by the Host and design agencies (except for the right of authorship). All deliverables involved in the Project will not be returned to the design agencies (consortia) after review.

10.4 主办单位在评审结束后公布评审成果，并有权无偿通过传媒、专业杂志、专业书刊或其它形式介绍、展示及评价竞赛成果。

10.4 The Host shall announce the review results after the end of the review and shall have the right to introduce, display and evaluate the deliverables via media, professional magazines, books and periodicals or other forms free of charge.

11. 争议解决

11. Dispute Settlement

本竞赛相关文件、合同履行中若发生争议，双方应友好协商解决；协商不成时，向主办单位所在地人民法院提起诉讼。

Any dispute that occurs in the performance of the competition-related documents and contract shall be settled upon friendly negotiations; if the negotiations fail, a lawsuit may be filed to the people' s court where the Host is located.

12. 不正当竞争与纪律监督

12. Supervision over Unfair Competition and Discipline

12.1 严禁参赛单位向参与方案评审的有关人员行贿，使其泄露一切与方案评审工作相关的信息。

12.1 Competitors are prohibited from offering bribes to relevant personnel who participate in the scheme review to result in them to divulge all information relevant to the scheme review.

12.2 参赛单位在竞赛过程中严禁互相串通、结盟，损害竞赛的公正性，或以任何方式影响其他参赛单位参与正当竞赛。

12.2 During the competition, competitors are prohibited from collusion, alliance or any other behaviors that harm the fairness of the competition or affecting other competitors' participation in fair competition in any way.

12.3 如发现参赛单位有上述不正当竞争行为，取消其参赛资格。

12.3 Any competitor found to have any unfair competition behavior mentioned above will be disqualified from participating.

13. 语言及计量单位

13. Language and Unit of Measurement

13.1 语 言

13.1 Language

主办单位发出的文件以中文为准。设计机构（联合体）提交的成果文件应为中英文，如中英文不一致时以中文为准。

Documents released by the Host shall be subject to Chinese, and the deliverables submitted by design agencies (consortia) shall be in both Chinese and English, and any inconsistency between Chinese and English versions shall be subject to the Chinese version.

13.2 计量单位

13.2 Unit of measurement

除国家相关标准及竞赛文件中的技术要求另有规定外，竞赛成果文件使用的度量单位，均采用中华人民共和国法定计量单位。

Units of measurement used in the competition deliverables shall be the legal units of measurement of the People's Republic of China unless otherwise provided for in relevant standards of China and the technical requirements in the Competition

Document.

14. 其他

14. Miscellaneous

14.1 优胜单位确定后，主办单位不对未胜出设计机构（联合体）就评审过程以及未能胜出原因做出任何解释。未获胜设计机构（联合体）不得向评审小组人员或其他有关人员索问评审过程的情况和材料。

14.1 After the winners are selected, the Host will not give any explanation to unsuccessful design agencies (consortia) regarding the review process and the reason for failure. Unsuccessful design agencies (consortia) shall not ask the review committee members or other relevant personnel about the review process and materials.

14.2 主办单位在确定优胜方案前的任何时候有权终止竞赛，主办单位没有义务向设计机构（联合体）做出解释，没有义务对设计机构（联合体）可能产生的费用予以补偿。

14.2 Before the winning schemes are determined, the Host has the right to terminate the competition at any time without the obligation to explain to the design agencies (consortia) or compensate them for any expenses possibly incurred.

14.3 无论设计机构（联合体）是否获胜，参赛单位均不得以专利权、商标权或工业设计权等知识产权为由向主办单位提出任何索赔或补偿的要求。

14.3 Regardless of whether a design agency (consortium) wins or not, it shall not make any claim or compensation request to the Host on the grounds of intellectual property rights such as patent right, trademark right or industrial design right.

14.4 主办单位保留更改活动日程安排的权力。

14.4 The Host reserves the right to change the schedule of activities.

14.5 竞赛文件、竞赛文件澄清（答疑）纪要、竞赛文件修改（补充）函件内容均以书面明确的内容为准。当竞赛文件、澄清（答疑）纪要、修改（补充）函件内容相互矛盾时，以最后发出的为准。

14.5 The contents of the Competition Document, the Clarification (Q&A) Minutes of the Competition Document and the Modification (Supplementation) Letter of the Competition Document shall be subject to the contents expressed in writing. When the contents of the Competition Document, Clarification (Q&A) Minutes and Modification (Supplementation) Letter are contradictory, the latest version shall prevail.

14.6 设计机构（联合体）参加现场踏勘活动、答疑和专家评审会时需自带翻译。

14.6 Design agencies (consortia) shall bring interpreters as needed when attending the site survey, Q&A session, and expert review meeting.

14.7 竞赛文件的解释权属于主办单位。解释语言以中文为准。

14.7 The Host reserves the right for the interpretation of the Competition Document, with the language of interpretation subject to Chinese.

14.8 参加本次竞赛活动的设计机构（联合体）均视为认可本竞赛文件所有内容。

14.8 Design agencies (consortia) that participate in the Project will be deemed as acknowledging all content of this Competition Document.

15. 公告发布渠道

15. Announcement Release Channel

竞赛信息查询网址 / 公众号：

Competition information inquiry website/WeChat official account:

https://www.szdesigncenter.org/design_competitions/5418

<https://www.archdaily.com/>

ABBS 建筑论坛

竞赛资料官方下载网址：

Official download website of competition materials:

https://www.szdesigncenter.org/design_competitions/5418

16. 竞赛联系人

16. Contact Information

联系人：黄工 李工

Contact person: Engineer Huang, Engineer Li

联系电话：+86 15818687929

+86 15986609870

Contact No: +86 15818687929

+86 15986609870

联系邮箱： szgs2019@126.com

E-mail: szgs2019@126.com

第二部分 资格预审报名文件格式

Part II: Format of Prequalification
Application Document

深港科技创新合作区深圳园区皇岗口岸片区

城市设计国际竞赛

**International Competition for Urban Design of
Huanggang Port Area at Shenzhen Park of Shenzhen-Hong
Kong Science and Technology Innovation Cooperation
Zone**

资格预审申请文件

Prequalification Application Document

参赛单位 Bidder: _____

(参赛单位署名应与营业执照名称一致，
如联合体参赛需标明牵头单位及联合体成员)

(The bidder's signature shall be consistent with its name in the business
license. In case of any bidding by the consortium, the leader and consortium
members shall be indicated)

日期 Date: _____

目录 Contents

1. 联合体协议书 Consortium Agreement
2. 报名表 Registration Forms
3. 法定代表证明、法定代表授权委托书 Certificate of Legal Representative and Power of Attorney of Legal Representative
4. 同类项目经验一览表 Lists of Experience in Similar Projects
5. 设计人员总表 Summary List of Designers
6. 项目负责人及主创设计师简历及证明材料 Resumes and Certificates of Project Leader and Chief Designers

1、联合体协议书 Consortium Agreement

联合体协议书

Consortium Agreement

1. 本联合体声明：自愿参加深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛（下称本项目）。现就有关事宜订立协议，协议（包括但不限于）如下内容：

1. This consortium hereby declares to voluntarily participate in International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone ("the Project"). The agreement is signed with the following contents (but not limited to):

1.1 联合体授权联合体牵头单位对联合体各成员的资质等级、业务能力、工作业绩等资料进行统一汇总后由联合体牵头单位一并提交主办单位，联合体牵头单位所提交的资质等级、业务能力、工作业绩等资料代表了联合体各成员的真实情况。

1.1 The consortium has authorized the consortium leading member to collect relevant information on the qualification grade, business capability, and work performance data, etc. of each member in the consortium and submit it to the Host. The qualification grade, business capability, work performance, etc. submitted by the consortium leading member are authentic and true situations of the members.

1.2 竞赛工作由联合体牵头单位负责；联合体牵头单位合法代表联合体各成员提交并签署成果文件。

1.2 The consortium leading member is responsible for the bidding work. The leading member legally represents the members to submit and sign the deliverables.

1.3 联合体获胜后，联合体成员共同与主办单位签订合同书，切实执行一切合同文件，签署的合同协议书对联合体每一成员均具法律约束力。

1.3 After the consortium wins, the consortium members shall sign the contract together with the Host, and perform all contract documents. The signed contract agreement shall be legally binding on each member of the consortium.

1.4 联合体获胜后，联合体牵头单位合法代表联合体各成员提交和接收相关的资料、信息及指示，并处理与之有关的一切事务。

1.4 After the consortium wins, the leading member legally represents the members to submit and receive relevant data, information and instructions, and handle all matters relating thereto.

1.5 联合体成员在本项目合作中密切配合、尽职尽责，双方优质高效地完成各自负责的工作内容。

1.5 The consortium members should cooperate with each other closely during the collaboration for this project with due diligence and should efficiently complete respective work in good quality.

2. 本协议书自签署之日起生效，本协议书一式*份，送交主办单位一份，联合体成员各一份。

2. This Agreement takes effect from the date of signature. This Agreement is in *, with one sent to the Host and one for each member of the consortium to keep.

3. 附加条款（若有）

3. Additional articles (if any)

4. 联合体成员单位一览表

4. List of members of the consortium

设计联合体成员单位名称 Name of the consortium	牵头单位（名称）： Leading member (name)	成员单位（名称）： Member (name)
资质情况 Qualifications		
在设计联合体中的权益份额（%） Shareholdings in the consortium (%)		
在设计联合体中拟承担的工作内容和工作量 Work content and workload in the consortium		
拟配备主要人员的名单 Name list of the main participants		

注：可根据联合体成员数量进行调整。

Note: This table may be adjusted according to the number of consortium members.

牵头单位

Consortium leading member

单位名称（盖章或签字）：_____

Name (seal or signature): _____

法定代表人或授权委托人（盖章或签字）：_____

Legal representative or authorized representative (seal or signature): _____

联合体成员 1

Consortium member 1

单位名称（盖章或签字）：_____

Name (seal or signature): _____

法定代表人或授权委托人（盖章或签字）：_____

Legal representative or authorized representative (seal or signature):

联合体成员 2

Consortium member 2

单位名称（盖章或签字）：_____

Name (seal or signature): _____

法定代表人或授权委托人（盖章或签字）：_____

Legal representative or authorized representative (seal or signature):

（可增加）

(More can be added)

签订日期： 年 月 日

Signing date:

2、报名表 Registration Form

若为联合体，以下材料联合体成员分别提供。

In case of bidding as a consortium, the following materials shall be provided by the consortium members respectively.

A、设计机构（联合体）基本情况

Basic information of the bidder

公司注册名称 Company name	
公司详细资料 Company details	
国家或地区 Country or region	
法定代表人 Legal representative	
常驻地址 Address	
电话 Tel	
传真 Fax	
网址 Website	
电子邮箱 Email	
公司成立日期 Founding Date	
本项目联系人 Contact for the project	
姓名 Name	
头衔和职务 Title & Position	
电话 Tel	
传真 Fax	
电子邮箱 Email	
通信地址及邮政编码 Address & postcode	
其他证明文件 Other supporting documents	
有效的营业执照（或商业登记证明）（提供复印件，加盖公章） Valid business license (or business registration certificate) (photocopy affixed with official seal);	
企业资质证明文件（复印件，加盖公章, 如有） Enterprise qualification certificate (photocopy affixed with official seal, if any);	

<p>获奖文件（复印件，加盖公章，如有）</p> <p>Award-winning documents (photocopies affixed with official seal, if any);</p>
<p>其他认为有必要的证明材料</p> <p>Other certificates deemed necessary</p>

3、法定代表人资格证明书、法定代表人授权书

3. Certificate of Qualifications of Legal Representative and Power of Attorney of the Legal Representative

法定代表人资格证明书

Certificate of Qualifications of Legal Representative

单位名称：

Company name：

地址：

Address：

姓名：性别：年龄：职务：

Name: Sex: Age: Title:

系的法定代表人。为维护的项目，签署_____(项目名称)_____的竞赛文件、进行竞赛报名、签署合同和处理与之有关的一切事务。

特此证明！

_____ is the legal representative of _____ . For the project maintained, the representative takes charge of signing the bidding documents for (project name), bidding for the contract, signing contracts and handling all relevant matters.

设计机构（盖章或签字）：

Design agency (seal or signature):

日期： 年 月 日

Date:

说明：1. 本证明书要求设计机构（联合体）提供加盖公章或法人签名后的原件方为有效。

2. 须提供法定代表人的身份证明材料（附后）。

Notes: 1. Only the original certificate bearing official seal or

legal signature of legal representative submitted by the bidder is valid.

2. Hard copy of legal representative's identity card shall be provided (attached).

<p>身份证明材料（正面）粘贴处</p> <p>ID documents (front) are affixed here</p>
<p>身份证明材料（反面）粘贴处</p> <p>ID documents (back) are affixed here</p>

法定代表人授权书

Power of Attorney of the Legal Representative

(设计机构(联合体)全称) 法定代表人 (姓名、职务) 授权 (被授权代表姓名、职务) 为本公司合法代理人, 参加贵司组织的 (项目名称) 项目的竞赛活动, 代表本公司处理竞赛活动中的一切事宜。包括但不限于: 报名、谈判、签约等。设计机构代表在竞赛过程中所签署的一切文件和处理与之有关的一切事务, 本公司均予以认可并对此承担责任。设计机构代表无转委托权。特此授权。

The legal representative (name and title) of (full name of the bidder) hereby authorizes (the name and title of the authorized representative) as the Company's lawful agent to participate in the bidding activity for the project (project name) organized by you respected company, and to handle all matters in the bidding activity on behalf of our company, including but not limited to bidding, negotiation, contract signing, etc. Our company will acknowledge all documents signed and all relevant matters handled by the bidder's representative during the bidding process, and will undertake responsibilities for all these. The bidder's representative does not have the right of sub-entrustment.

本授权书于__年__月__日签字生效, 特此声明。

It is specially stated here that the power of attorney was signed and took effect on _____ (date).

代理人无转委托权, 特此委托。

The agent has no right of sub-entrustment and is hereby entrusted.

代理人: 性别: 年龄:

Agent: gender: age

身份证号码: 职务:

ID card number: position:

设计机构(盖章或签字): _____

Design agency (seal or signature): _____

法定代表人或授权委托人(盖章或签字): _____

Legal representative or authorized representative (seal or signature): _____

授权委托日期：年月 日

Date of authorization:

附：代理人身份证明材料扫描件

Attached: scanning copy of the agent's ID card

身份证明材料（正面）粘贴处

ID documents (front) are affixed
here

身份证明材料（反面）粘贴处

ID documents (back) are affixed here

4. 同类项目经验一览表 Lists of Experience in Similar Projects

表 1: 同类项目清单

List 1: Detailed list of similar projects

序 号 No.	项目名称 Project Name	设计机构 Design Agency

表 2: 同类项目简介

List 2: Brief introduction of similar projects

填写要求:

Filling requirements:

提供设计机构（联合体）在近 10 年内（2010 年 1 月 1 日至今）承担的口岸片区或城市重点片区的城市设计业绩，需提供参与过的同类项目的简介。设计机构（联合体）应具有至少 1 项口岸片区或城市重点片区的城市设计业绩，提供业绩数量不超过 5 个，超过 5 个只取前 5 个。

Provide the urban design achievements of the design agency (consortium) for the port area or key urban area in the past 10 years (from Jan. 1, 2010 till now), with a brief introduction to such similar projects. The design agency (consortium) should have at least one urban design experience for the port area or key urban area. The number of achievements submitted shall not exceed 5, and only first 5 will be taken if more than 5.

提供的资料应包括：项目类型；名称；规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等）；设计机构在该项目承担的工作范畴；项目完成情况；主要设计人员的姓名、职务、作用及责任分工；获奖情况；设计合同关键页扫描件（应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页）；设计作品的委托方的联系人及有效办公电话；相关照片或效果图；其他证明资料。

The information provided shall include: project type; name; scale and characteristics (briefly describe project country and city, total land area,

floor area, main function, design features, etc.); scope of work undertaken by the design agency in the project; project completion status; name, post, role and division of responsibilities of main designers; prize winning information; Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page); contact person and valid office telephone number of the client of design works; relevant photos or renderings; other certification documents	
项目 1 Project 1	
项目类型 Project type	
项目名称 Project name	
项目规模、特点 （简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
设计机构在该项目承担的工作范畴 Scope of work undertaken by the design agency in the project	
项目完成情况 Project completion status	
主要设计人员的姓名、职务、作用及责任分工 Name, post, role and division of responsibilities of main designers	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name,	

design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	
项目 2 Project 2	
项目类型 Project type	
项目名称 Project name	
项目规模、特点 （简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
设计机构在该项目承担的工作范畴 Scope of work undertaken by the design agency in the project	
项目完成情况 Project completion status	
主要设计人员的姓名、职务、作用及责任分工 Name, post, role and division of responsibilities of main designers	

获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图(不超过 5 张) Relevant photos or renderings (not more than 5)	
其他证明材料(如有) Other certification documents (if any)	
<div>项目 3</div> <div>Project 3</div>	
项目类型 Project type	
项目名称 Project name	
项目规模、特点 (简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等) Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
设计机构在该项目承担的工作范畴 Scope of work undertaken by the	

design agency in the project	
项目完成情况 Project completion status	
主要设计人员的姓名、职务、作用及责任分工 Name, post, role and division of responsibilities of main designers	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图(不超过 5 张) Relevant photos or renderings (not more than 5)	
其他证明材料(如有) Other certification documents (if any)	
<div>项目 4</div> <div>Project 4</div>	
项目类型 Project type	
项目名称 Project name	
项目规模、特点 (简短说明项目国家及城市、总用地面积、	

建筑面积、主要功能、设计特点等) Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
设计机构在该项目承担的工作范畴 Scope of work undertaken by the design agency in the project	
项目完成情况 Project completion status	
主要设计人员的姓名、职务、作用及责任 分工 Name, post, role and division of responsibilities of main designers	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名 称、设计内容及规模、设计阶段、合同签 订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电 话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图(不超过 5 张) Relevant photos or renderings (not more than 5)	
其他证明材料(如有) Other certification documents (if any)	
项目 5	

Project 5	
项目类型 Project type	
项目名称 Project name	
项目规模、特点 （简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
设计机构在该项目承担的工作范畴 Scope of work undertaken by the design agency in the project	
项目完成情况 Project completion status	
主要设计人员的姓名、职务、作用及责任分工 Name, post, role and division of responsibilities of main designers	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	

相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	

5. 设计人员总表 Summary List of Designers

	姓名 Name	单位 Company	职务 Position	拟承担的设计工作 Design work to be undertaken	备注 Remark
项目负责人 Project leader					
主创设计师 Chief designers					
项目组成员 Members of the project team					

6. 项目负责人及主创设计师简历及证明材料 Resumes and Certificates of Project Leader and Chief Designers

(1) 项目负责人 Project leader

项目负责人基本情况 Basic information of the project leader	
姓名 Name	
学历、学位及专业特长 Educational background, degree and specialty	
职业资格及证明 Professional qualifications and certificates	
任职历史（自现职开始） History of employment (starting from the present employment)	
个人获得国内或国际行业奖项 Domestic or international industry awards received	
<p>填写要求： 提供项目主要负责人近 10 年内（2010 年 1 月 1 日至今）的设计经验情况。项目主要负责人在近 10 年内担任过科学园区规划设计或城市重点片区城市设计的项目负责人。业绩不超过 5 个，超过 5 个只取前 5 个。</p> <p>Filling requirements: Provide design experience information of the main project leader in the past 10 years (from Jan. 1, 2010 till now). The main project leader has acted as the project leader for science park planning design or urban design of key urban area in the past 10 years. The number of achievements submitted shall not exceed 5, and only first 5 will be taken if more than 5</p>	
项目 1 Project 1	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features,	

etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图(不超过5张) Relevant photos or renderings (not more than 5)	
其他证明材料(如有) Other certification documents (if any)	
项目 2 Project 2	
项目类型 Project type	
项目名称 Project name	
项目规模、特点(简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等) Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design	

content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	
项目 3 Project 3	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	

项目 4 Project 4	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	
项目 5 Project 5	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design	

features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图(不超过5张) Relevant photos or renderings (not more than 5)	
其他证明材料(如有) Other certification documents (if any)	

(2) 主创设计师 Chief designer

主创设计师 基本情况 Basic information of chief designer	
姓名 Name	
学历、学位及专业特长 Educational background, degree and specialty	
职业资格及证明 Professional qualifications and certificates	
任职历史(自现职开始) History of employment (starting from the present employment)	
个人获得国内或国际行业奖项 Domestic or international industry awards received	
填写要求:	

提供项目主创设计师近 10 年内（2010 年 1 月 1 日至今）的设计经验情况。主创设计师在近 10 年内担任过科学园区规划设计或城市重点片区城市设计项目的主创设计师。业绩不超过 5 个，超过 5 个只取前 5 个。

Filling requirements:

Provide design experience information of the chief designer in the past 10 years (from Jan. 1, 2010 till now). The chief designer has acted as the chief designer for science park planning design or urban design of key urban area in the past 10 years. The number of achievements submitted shall not exceed 5, and only first 5 will be taken if more than 5

项目 1 Project 1	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有）	

Other certification documents (if any)	
项目 2 Project 2	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张） Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	
项目 3 Project 3	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land	

area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图(不超过5张) Relevant photos or renderings (not more than 5)	
其他证明材料(如有) Other certification documents (if any)	
项目 4 Project 4	
项目类型 Project type	
项目名称 Project name	
项目规模、特点(简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等) Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design	

contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张）Relevant photos or renderings (not more than 5)	
其他证明材料（如有） Other certification documents (if any)	
项目 5 Project 5	
项目类型 Project type	
项目名称 Project name	
项目规模、特点（简短说明项目国家及城市、总用地面积、建筑面积、主要功能、设计特点等） Project scale and characteristics (describe the project country and city, total land area, floor area, major function, design features, etc.)	
在该项目承担的工作 Work undertaken in the project	
项目完成情况 Project completion status	
获奖情况 Prize winning information	
设计合同关键页扫描件(应能体现合同名称、设计内容及规模、设计阶段、合同签订时间、合同签章页) Scanned copies of key pages of design contracts (showing contract name, design content and scale, design stage, contract signing date, signing/stamping page)	
设计作品的委托方的联系人及有效办公电话 Contact person and valid office telephone number of the client of design works	
相关照片或效果图（不超过 5 张）Relevant photos or renderings (not more than 5)	
其他证明材料（如有）	

Other certification documents (if any)	
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第三部分 参与确认函

Part III Letter of Participation Confirmation

（以下为资格预审入围参赛单位填写，资格预审报名时无需提供）

(The following is completed by the shortlisted companies and does not
need to be provided during the prequalification registration)

参与确认函

Letter of Participation Confirmation

致：

To：

我方在此确认参加____(项目名称)____活动，我方承诺遵守本次竞赛活动的一切规则，并同意和承诺如下事项：

We hereby confirm that we will participate in the activity of the (project name). We promise to observe all rules for this competition activity, and also, we agree with and promise the following matters:

1. 我方承诺按照竞赛文件中的要求按时提交设计成果。

1. We promise to submit design deliverables on time according to the requirements of the competition document.

2. 我方承诺按照《资格预审申请文件》和《参与确认函》所承诺的提交的主创设计人员将全程参与设计工作（附设计机构主创设计人员名单及工作分配表）。

2. We promise that, as promised in the *Prequalification Application Documents* and the *Letter of Participation Confirmation*, the chief designers determined will take full-process participation in the design work (attached with the list of chief designers of the design agency and work allocation sheet).

3. 我方承诺按照竞赛要求的深度完成设计成果。

3. We promise to complete design deliverables to the extent as required in the competition.

4. 我方保证提交的设计成果内容无任何虚假、未侵犯他人知识产权。若评审过程中查出有虚假，同意作无效成果文件处理并取消参与资格。若获胜之后查出有虚假，同意废除获胜资格接受处罚，承担因侵犯他人知识产权而由此引起的全部法律责任和经济责任。

4. We promise that, the design deliverables submitted will be free of

any false contents and will not infringe others' intellectual property rights. Where any false contents are discovered during review, we agree that such design deliverables will be treated as invalid and we will be deprived of the qualification for participating in this activity. If any false contents are discovered after we win the contract, we agree to cancel the winner qualification and accept punishment, and undertake all legal liabilities and economic liabilities arising from our infringement of others' intellectual property rights.

5. 如我方获胜, 我方将按照《参与确认函》所承诺的设计人员组建项目设计组, 完成本项目的成果深化工作。如未经主办单位书面同意更换项目设计组成员, 主办单位有权取消我方的获胜资格或单方面终止合同, 由此给主办单位造成的损失由我方承担。

5. If we win the project, we will establish a project design group which will be comprised of the design staff promised in the *Letter of Participation Confirmation* to complete the whole design development work of this project. If we change the members of the Project Design Group without the prior written consent of the Host, the Host will have the right to cancel our winner qualification or unilaterally terminate the contract, and we will undertake the loss caused to the Host therefrom.

在正式委托合同签署并生效之前, 贵方的竞赛文件、《参与确认函》和《中标通知书》将成为约束双方的合同文件的组成部分。

Before the formal entrustment contract is signed and takes effect, your competition document, *Letter of Participation Confirmation*, and the *Bid Awarding Notification* will become integral parts of the contractual document binding our both parties.

为方便联系, 我方指派_____ (先生/女士) 出任本次竞赛活动的工作联系人。联系电话: _____, 邮箱: _____

To facilitate liaison, we appoint (Mr. /Mrs.) _____ to act as the liaison person for this competition. Tel: _____, E-mail: _____.

特此函告!

It is specially notified here!

附：

Attachments:

1. 入围设计机构（联合体）的主创设计人员名单及工作分配表（须加盖公章或法人签名）

1. List of Chief Designers of the Shortlisted Design Agency (Consortium), and Work Allocation Sheet (bearing public seal or signature of legal representative)

	姓名 Name	拟承担的工作内容 Work Load
主创人员名单 Chief designer	1.	
	2.	
	3.	

设计人员名单 Designer	4.	
	5.	

2. 营业执照（或商业登记证明文件）扫描件（须加盖公章或法人签名）

Scanned copy of business license (or business registration certificate) (with official seal or signature of legal representative)

单位名称（加盖公章或法人签名）：

Company name (affixed with official seal or signature of legal representative):

主创设计师（签字）：

Chief designer (signature):

法人代表或委托人（签字）

Legal representative or authorized representative (signature)

地址 Add:

电话 Tel:

传真 Fax:

日期 Date:

(如有更多可增加)

(Can be added)

说明: 若为联合体, 联合体各成员的法定代表人或联合体的授权代表签字或盖章, 并加盖联合体各成员公章或法人签名。

Note: If it is a consortium, the scanned copy of business license shall be signed by legal representative of each member of the consortium or the authorized representative of the consortium or affixed with their personal seal, and affixed with the official seal of each member of the consortium or signed by the legal representative

第四部分 一等奖奖励支付合同

Part IV First Prize Reward Payment Contract

深港科技创新合作区皇岗口岸片区城市设计
国际竞赛项目（一等奖）奖励支付合同
Reward Payment Contract for (the First Prize in) the
International Competition for Urban Design of Huanggang Port Area at
Shenzhen Park of Shenzhen-Hong Kong Science and Technology
Innovation Cooperation Zone

甲方：深圳深港科技创新合作区发展有限公司

Party A: Shenzhen-Hong Kong Science and Technology Innovation
Cooperation Zone Development Co., Ltd.

地址：

Address:

联系人：

Contact person:

联系方式：

Contact information:

乙方：

Party B:

地址：

Address:

联系人：

Contact person:

联系方式：

Contact information:

由深圳市投资控股有限公司主办，深圳深港科技创新合作区发展有限公司承办的深港科技创新合作区皇岗口岸片区城市设计国际竞赛工作已圆满完成，经主办方审定确定_____（本合同乙方）为一等奖设计机构。

Whereas, the International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (the "Project") hosted by Shenzhen Investment Holdings Co., Ltd. and organized by Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Development Co., Ltd. has been completed successfully, and _____ (Party B of the Contract) has been determined by the Host as the winning design agency of the first prize upon review.

根据《深港科技创新合作区皇岗口岸片区城市设计国际竞赛-工作规则》（以下简称工作规则）中关于奖励支付的约定，经各方协商一致，签订如下合同，共同执行。

According to the agreement on reward payment in the *International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone - Work Rules* (hereinafter referred to as the Work Rules), the parties agree to enter into the following contract upon negotiations for joint performance.

乙方入围深港科技创新合作区皇岗口岸城市设计竞赛方案评审阶段并获得第一名，甲方按照工作规则约定与乙方签署本合同。

As Party B has been shortlisted at the scheme review stage of the Project and ranked first, Party A hereby signs the Contract with Party B as agreed in the Work Rules.

本合同由甲方委托乙方在获得深港科技创新合作区皇岗口岸片区城市设计国际竞赛方案评审第一名后，开展皇岗口岸片区城市设计成果整合深化服务工作，最终成果提交市建设深港科技创新合作区领导小组办公室审议。

The Contract relates to Party A' s entrusting Party B to conduct integration and development services for the results of the urban design of Huanggang Port Area and submit final results to the Municipal Leading Group Office for Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Construction for review after Party B ranks first in the scheme review of the Project.

第一条 组成本合同的文件及优先解释顺序如下：

Article 1 The documents forming the Contract shall be interpreted according to the following order:

1. 本合同书及附件；

1. The Contract and its attachments;

2. 皇岗口岸片区城市设计国际竞赛正式公告、竞赛规则、竞赛要求、规划设计条件；

2. The official announcement, competition rules, Competition Requirements and planning and design conditions of the Project;

3. 皇岗口岸片区城市设计国际竞赛顾问咨询服务（乙方设计成果文件）；

3. Consulting services (Party B' s deliverables) for the Project;

4. 合同履行过程中，双方有关项目的洽商、补充等方面的协议或补充意见；

4. The agreements or supplementary opinions of both parties in connection with the Project negotiations and supplementation, etc. in the contract performance;

5. 标准、规范及有关技术文件；

5. Standards, specifications, and related technical documents;

6. 合同双方约定的其他文件。

6. Other documents agreed on by both parties.

第二条 奖金依据

Article 2 Basis of Bonus

1. 乙方报名参加皇岗口岸片区城市设计国际竞赛且入围方案评审阶段，并已成功提交符合国际竞赛任务要求的方案设计成果。

1. Party B has applied for participating in the Project, entered the scheme review stage and successfully submitted scheme deliverables in line with the Project requirements.

2. 乙方在皇岗口岸片区城市设计国际竞赛方案评审阶段获得第一名，并依据工作规则约定参与并完成后续成果深化工作。

2. Party B has ranked first at the scheme review stage of the

Project and participated in and completed the subsequent results development as agreed in the Work Rules.

3. 乙方认可此次国际竞赛的公平性和公正性，即知悉本次国际竞赛的全部规定，包括但不限于报名、定向邀请、资格预审、评审、奖金发放等各个阶段的各种事项，对此均没有疑义。

3. Party B recognizes the fairness and impartiality of the Project, i.e., Party B knows all provisions on the Project, including but not limited to those on the application, invitation, pre-qualification, review, and bonus payment, etc. and has no doubt about them.

4. 任何一方如因误解本协议的任何规定，而导致其自身承担任何法律责任，将不会获得任何额外补偿或就承担有关法律责任获得任何豁免。乙方进一步确认其签署并履行本协议不会违反其已有的任何其他协议或与其冲突。

4. Any party that assumes any legal liability due to its misunderstanding of any provision herein will not receive any extra compensation or any exemption from assuming the related legal liability. Party B further acknowledges that its execution and performance of the Contract will not violate any other agreement to which it is a party or conflict therewith.

5. 在甲方全额支付奖励费用后，乙方认可本次国际竞赛中提交的所有资料成果使用权归甲方所有。甲方有权根据本项目的实际需求，就该设计成果进行部分使用、修改和采纳。所有投标文件在评审后不退回乙方。甲方有权无偿通过传媒、专业杂志、专业书刊或其它形式介绍、展示及评价投标成果。

5. After Party A pays the reward in full, Party B recognizes that the right to use all deliverables submitted in the Project is owned by Party A. Party A has the right to use in part, modify and adopt the deliverables according to the actual needs of the Project. All deliverables will not be returned to Party B after review. Party A has the right to introduce, display and evaluate the deliverables via media, professional magazines, books and periodicals or other forms free of charge.

6. 乙方承诺承担甲方信息保密责任，乙方如有泄露甲方信息行为或违反项目信息保密约定，乙方承担因此给甲方造成的直接损失的全部赔偿责任。

6. Party B undertakes to keep Party A' s information confidential, and if Party B leaks Party A' s information or violates the agreement

on project information confidentiality, Party B shall be liable for compensating for all direct losses caused to Party A thereby.

第三条 乙方进行成果整合深化服务的内容和要求

Article 3 Contents of and Requirements for Party B's Results Integration and Development Services

1. 工作内容:

1. Work contents:

乙方应严格按照皇岗口岸片区城市设计国际竞赛竞赛要求执行, 主要工作内容包括: 提出皇岗口岸片区城市设计思路, 具体详实的阐述目标愿景、总体结构、空间布局、公共空间设计、城市景观设计、重要节点概念建筑设计、三维形态设计及开发强度安排、交通专项设计、立体慢行系统地下空间组织等内容。成果深度达到深圳市重点片区城市设计要求, 其中口岸周边用地达到概念建筑深度要求。具体内容及深度要求详见竞赛要求。

Party B shall strictly implement the Competition Requirements of the Project, with the main contents including proposing the urban design thought for Huanggang Port Area and elaborating target vision, overall structure, spatial layout, public space design, urban landscape design, conceptual architectural design of key nodes, three-dimensional shape design and development intensity arrangement, traffic design, three-dimensional slow traffic system and underground space organization, etc. The extent of deliverables shall reach the urban design requirements for key areas of Shenzhen City; wherein, the extent of deliverables for the land around the port shall reach the requirements for conceptual architectural design extent. See the Competition Requirements for the specific contents and extent requirements.

2. 成果整合深化要求:

2. Requirements for results integration and development:

(1) 项目的质量必须符合国家、省、市相关规定和本合同约定的要求。

(1) The Project quality must meet the related provisions of the state, province and city and the requirements agreed herein.

乙方需考虑其他优秀设计方案中的建议, 并与《深港科技创新合作区(深圳园区)空间规划》和《深港科技创新合作区(深圳园区)统筹规划实施方案》做

好协同对接，配合《深港科技创新合作区（深圳园区）统筹规划实施方案》完成皇岗口岸片区详细蓝图设计，成果深度应达到详细蓝图深度。

Party B shall consider the suggestions in other excellent design schemes, accomplish coordination with the *Spatial Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (Shenzhen Park)* and *Implementation Plan for Overall Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (Shenzhen Park)* and cooperate with the *Implementation Plan for Overall Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (Shenzhen Park)* to complete the detailed blueprint design of Huanggang Port Area, with the results extent reaching the detailed blueprint extent.

(2) 与本项目有关的法律法规、国家强制性标准、行业标准、及其他相关标准如有更新的，以最新的为准；相关法律法规与上述标准如有冲突，以标准高的为准。

(2) If laws and regulations, national compulsory standards, industry standards and other standards relating to the Project are updated, the latest edition shall prevail; if related laws and regulations conflict with the above standards, those with higher requirements shall prevail.

(3) 在合同履行过程中，甲方在必要时，可以对最终成果的构成进行调整。如因此导致乙方工作量的较大增加，或甲方如需乙方增加交付成果的数量，应与乙方协商一致。

(3) In the contract performance, Party A may adjust the composition of the final results if necessary. If this causes Party B' s workload to increase greatly or if Party A needs Party B to increase the number of deliverables, Party A shall reach an agreement with Party B upon negotiations.

第四条 乙方应当按照下列进度要求进行成果整合深化工作

Article 4 Party B shall integrate and develop the results according to the following schedule requirements.

工作阶段	工作内容	时间控制
Work stage	Work content	Time control

<p>1、整合草案</p> <p>1. Integrated draft</p>	<p>乙方需考虑其他优秀城市设计方案的建议, 并与《深港科技创新合作区(深圳园区)空间规划》和《深港科技创新合作区(深圳园区)统筹规划实施方案》进行沟通 and 对接, 完成城市设计成果整合草案。</p> <p>Party B shall consider the suggestions in other excellent urban design schemes and accomplish communication about and coordination with the <i>Spatial Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (Shenzhen Park)</i> and <i>Implementation Plan for Overall Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (Shenzhen Park)</i> to complete the integrated draft of urban design deliverables.</p>	<p>(1) <u>通过专家评审会审议。</u></p> <p>(1) <u>To be reviewed by the expert review meeting</u></p> <p>(2) 时间安排: 30 天内完成, 具体时间如下: 2020 年 8 月 X 日至 9 月 X 日。</p> <p>(2) Time arrangement: to be completed within 30 days, specifically from August X to September X, 2020</p>
<p>2、阶段方案</p> <p>2. Staged scheme</p>	<p>完善整合草案, 形成阶段方案, 将阶段方案作为城市设计专题纳入《深港科技创新合作区(深圳园区)统筹规划实施方案》, 并配合深圳市城市交通规划设计研究中心完成详细蓝图编制, 形成完整成果。</p> <p>Party B shall improve the integrated draft to form a staged scheme, include the staged scheme as an urban</p>	<p>(1) <u>深圳深港科技创新合作区发展有限公司审定。</u></p> <p>(1) <u>To be reviewed by Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Development Co., Ltd.</u></p> <p>(2) 时间安排: 15 天内完成, 具体时间如下: 2020 年 X 月 XX 日至 X 月 XX 日。</p> <p>(2) Time arrangement: to be</p>

	design discipline into the <i>Implementation Plan for Overall Planning of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone (Shenzhen Park)</i> and cooperate with Shenzhen Urban Transport Planning Center to complete the detailed blueprint and form complete results.	completed within 15 days, specifically from XX to XX, 2020
3、最终成果 3. Final results	完善阶段方案，形成最终成果。 Party B shall improve the staged scheme to form the final results.	<p>(1) <u>深圳深港科技创新合作区发展有限公司审定。</u></p> <p>(2) <u>To be reviewed by Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Development Co., Ltd.</u></p> <p>(2) 时间安排：15 天内完成，具体时间安排如下：2020 年 X 月 X 日至 X 月 X 日。</p> <p>(2) Time arrangement: to be completed within 15 days, specifically from XX to XX, 2020</p>

第五条 成果要求

Article 5 Requirements for Deliverables

本次国际竞赛规划成果地面部分达到详细蓝图深度要求、地下部分达到控制性详细规划标准要求（与同期开展的交通规划成果的深度相匹配），成果要求如下：

For the deliverables for the Project, the ground part shall reach the detailed blueprint extent requirements and the underground part shall reach the regulatory detailed planning requirements (matching the extent of the deliverables for the traffic planning conducted concurrently), with the deliverables required as follows:

1、报审材料成果依据《深圳市详细蓝图编制技术规定》要求执行。

1. Deliverables submitted for approval shall be implemented according to the *Technical Provisions of Shenzhen City on the Preparation of Detailed Blueprints*.

2、提交甲方成果要求为 U 盘及光盘各提交一份，含规划研究报告（PPT、docx 文件或可编辑的 PDF 文件）、CAD 图纸（包括规划总平面图、土地利用规划图、重要节点建筑设计平面图、空间控制图则等图纸的 DWG 文件）、多媒体演示系统（MP4、AVI 或 WMV 格式）、三维数字化模型文件（Sketchup 或 3Dmax 文件格式），现场汇报演示文件（PPT 或 PDF 文件）等。

2. Deliverables submitted to Party A are required to be separate one USB flash drive and CD-ROM, including the planning research report (PPT, docx or editable PDF), CAD drawings (including the DWG files of the master plan, land utilization plan, architectural design plans of key nodes and spatial control plan, etc.), multimedia presentation file (MP4, AVI or WMV), three-dimensional digital model file (SketchUp or 3Dmax file), and site presentation file (PPT or PDF), etc.

第六条 国际竞赛奖励费用及支付

Article 6 Project Reward and Payment

1. 乙方的国际咨询奖励金额（含税）为：大写：人民币柒佰万元整，小写：¥7,000,000.00（包含本国际咨询的一等奖奖金伍佰万元及深化设计费用贰佰万元），奖励包含国际咨询项目一等奖奖金、成果整合、满足合同要求的设计成果费用等，所获费用和奖金产生的任何税金由乙方自理。除该奖励金额外乙方不得向甲方要求其它任何费用（合同另有约定的除外），乙方的违约金、赔偿金等甲方有权从应付奖励金额中直接扣除。

1. The amount of reward for the international consulting provided by Party B is (tax-inclusive): in words: RMB Seven Million Only, in figures: ¥7,000,000.00 (including the first prize bonus of RMB Five Million and design development fee of RMB Two Million). The reward includes the first prize bonus, the results integration fee, and the fee for deliverables in line with contract requirements, etc., with any taxes incurred from the fees and bonus to be paid by Party B. Except for the amount of reward, Party B shall not demand any other fee (unless otherwise agreed in the Contract) from Party A, and Party A has the right to directly deduct Party B's liquidated damages and compensation, etc. from the amount of reward.

2. 甲方按要求分四期向乙方支付本次国际咨询奖励。

2. Party A will pay the reward to Party B in four installments.

(1) 首期费用：于本合同签订生效后，乙方提交付款申请，经甲方批准后，乙方提供应付款的合法、有效、等额增值税专用发票，甲方在收到前述发票后 10 个工作日内支付乙方¥5,000,000 元（人民币大写：伍佰万元整）作为首期款，既国际咨询项目一等奖奖金；

(1) First installment: After the Contract is signed and takes effect and Party B' s payment request is approved by Party A, Party B shall provide a legal, valid special value-added tax invoice for the corresponding amount payable, and Party A will pay Party B ¥5,000,000 (in words: RMB Five Million Only) as the first installment, i.e., the first prize bonus, within 10 working days upon the receipt of the above invoice;

(2) 二期费用：乙方提交皇岗口岸片区城市设计整合草案，经专家评审会审议通过后，乙方提交付款申请，经甲方批准后，乙方提供应付款的合法、有效、等额增值税专用发票，甲方支付乙方深化设计费用的 30%即¥600,000 元（人民币大写：陆拾万元整）作为二期款；

(2) Second installment: After the integrated urban design draft for Huanggang Port Area submitted by Party B passes the review of the expert review meeting and Party B' s payment request is approved by Party A, Party B shall provide a legal, valid special value-added tax invoice for the corresponding amount payable, and Party A will pay Party B 30% of the design development fee, i.e., ¥600,000 (in words: RMB Six Hundred Thousand Only), as the second installment;

(2) 三期费用：乙方提交皇岗口岸片区城市设计国际竞赛阶段方案，经甲方审议通过后，乙方提交付款申请，经甲方批准后，乙方提供应付款的合法、有效、等额增值税专用发票，甲方支付乙方深化设计费用的 40%，即¥800,000 元（人民币大写：捌拾万元整）作为三期款；

(3) Third installment: After the staged scheme for the Project submitted by Party B passes the review of Party A and Party B' s payment request is approved by Party A, Party B shall provide a legal, valid special value-added tax invoice for the corresponding amount payable, and Party A will pay Party B 40% of the design development fee, i.e., ¥800,000 (in words: Eight Hundred Thousand Only), as the third installment;

(3) 尾款费用：乙方提交皇岗口岸片区城市设计国际竞赛最终成果，经甲方审议通过后，乙方提交付款申请，经甲方批准后，乙方提供应付款的合法、有效、等额增值税专用发票，甲方支付乙方深化设计费用的 30%，即¥600,000 元（人民币大写：陆拾万元整）作为尾款；

(3) Final payment: After the final results for the Project submitted by Party B pass the review of Party A and Party B's payment request is approved by Party A, Party B shall provide a legal, valid special value-added tax invoice for the corresponding amount payable, and Party A will pay Party B 30% of the design development fee, i.e., ¥600,000 (in words: RMB Six Hundred Thousand Only), as the final installment;

3. 甲方在收到乙方开具的合法、有效、等额增值税专用发票后，将费用汇入乙方指定的如下收款账号：

3. Party A shall remit the corresponding fee into the following beneficiary account designated by Party B after receiving from Party B a legal, valid special value-added tax invoice for the corresponding amount:

账户名称：

Account name:

开户银行：

Bank:

账 号：

Account No.:

4. 甲方须按财政集中支付程序办理支付手续，由此导致付款延期的，甲方不承担任何违约赔偿责任，但如付款延期超过 30 个工作日，乙方有权暂停工作并书面通知甲方。如付款延期超过 60 个工作日，甲方应按乙方已完成的工作量据实支付。

4. As Party A needs to make payments according to the centralized financial payment procedure, in case of any resulting deferred payment, Party A will not be liable for any liquidated damages. However, if the payment is deferred for more than 30 working days, Party B has the right to suspend the work and notify Party A in writing; if the payment is deferred for more than 60 working days, Party A shall make the payment according to the actual workload completed by Party B.

5. 乙方在签署本合同时已明确知晓合同约定的付款要求，如乙方未能按照本合同之约定完成相应服务、提供的银行账户信息有误、提供的发票或请款资料不符合合同要求而致使甲方未能按照本合同之约定及时足额向乙方支付奖励金额的，不视为甲方违约。

5. Party B has clearly known the payment requirements agreed herein at the time of signing the Contract. If Party A fails to pay the amount of reward to Party B timely and in full because Party B fails to complete the corresponding services as agreed herein, provides bank account information that is erroneous or provides an invoice or payment request data not in line with the contract requirements, it shall not be deemed as Party A' s default.

第七条 双方的权利和义务

Article 7 Rights and Obligations of Both Parties

1. 甲方的权利和义务

1. Rights and obligations of Party A

(1) 甲方有权要求乙方按合同约定提供规划成果；

(1) Party A has the right to require Party B to provide deliverables as agreed in the Contract;

(2) 甲方可向乙方提出更换不符合本项目要求的人员，乙方应在收到书面要求后及时无条件更换，更换的人员须得到甲方认可；

(2) Party A may require Party B to replace personnel that do not meet the Project requirements, and Party B shall timely do so unconditionally upon the receipt of the written requirement, with the replacements subject to Party A' s approval;

(3) 甲方可对乙方各个阶段的工作内容提出意见，并有权要求乙方在规定时间内予以修改；如由于甲方要求的变更指示或提供的资料存在重大错误，或要求对已由甲方或政府确认的设计成果进行修改，或甲方变更项目预算或国家法规在乙方交付相关设计咨询文件后发生变更，则乙方有权依照修改工作量的时间及人力向甲方提出额外收费的要求。相关工作量的预估由双方协商确认。乙方将按达成协议的费用及工作时间推进设计工作。

(3) Party A may give opinions on the work contents of Party B at each stage and has the right to require Party B to make modifications within the stipulated time; if Party A' s change orders or data

provided have major mistakes, Party A requires modifying deliverables confirmed by Party A or the government or changes the project budget, or the related state regulations change after Party B delivers the related design consulting documents, Party B shall have the right to request additional charges to Party A according to the time and labor of the modification workload. The related workload estimation shall be negotiated and confirmed by both parties, and Party B shall proceed with the design according to the agreed fee and working time.

(4) 甲方有权按照本合同约定或有关法律法规的相关规定, 对本项目进行监督和检查, 有权要求乙方按照监督检查情况制定相应措施并加以整改。甲方不因行使该监督和检查权而因此减轻或免除乙方根据本合同约定或相关法律法规规定应承担的任何义务或责任。

(4) Party A has the right to supervise and inspect the Project according to the agreements herein or the provisions of related laws and regulations and require Party B to make corresponding measures and rectification according to the supervision and inspection situations. Party A's exercise of the supervision and inspection rights shall not reduce or exempt Party B's any obligation or responsibility according to the agreements herein or the provisions of related laws and regulations.

(5) 甲方有权在乙方履行合同过程中出现损害或可能损害公共利益、公共安全情形时终止本合同, 但甲方因对乙方完成的符合本合同约定的工作据实支付费用。在合同履行过程中, 若因非乙方因素, 项目暂停或进度滞后超过二个月, 则甲方需对乙方已完成的服务进行结算。

(5) Party A has the right to terminate the Contract if Party B damages or may damage the public interests or public security in the contract performance, however, Party A shall pay fees for the work completed by Party B according to the agreements herein. In the contract performance, if the Project is suspended or is behind the schedule for more than two months not due to Party B's factors, Party A shall settle the services completed by Party B.

(6) 甲方须按本合同约定金额按时向乙方支付费用。

(6) Party A shall pay fees to Party B on time according to the amounts agreed herein.

(7) 甲方应及时对乙方提交的设计成果进行确认或安排市建设深港科技创

新合作区领导小组办公室（或其他相关政府部门进行）审议。在每一设计阶段过程中如乙方在提交设计成果后 45 天内，甲方还未能安排前述审议或安排审议后 45 天内仍未做出书面确认或提出书面意见，则甲方应向乙方支付已完成工作量的设计费用。甲方及相关政府部门讨论审核时间不包含在乙方的设计工作周期内。乙方未得到甲方对已完成阶段设计工作的书面确认前不进行下一阶段工作。

(7) Party A shall timely confirm the deliverables submitted by Party B or arrange them to be reviewed by the Municipal Leading Group Office for Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Construction (or other related government departments). If at each design stage, Party A fails to arrange the above review within 45 days after Party B submits the deliverables or fails to make a written confirmation or give written opinions within 45 days after the review is arranged, Party A shall pay the design fee for the completed workload to Party B. The time spent by Party A and related government departments on the discussion and review shall not be included in Party B' s design cycle. Party B shall not proceed with the next stage of work before it obtains Party A' s written confirmation of the staged design work completed.

2. 乙方的权利和义务

2. Rights and obligations of Party B

(1) 乙方应按照合同提供成果整合深化服务，确保高质高效提供技术成果。

(1) Party B shall provide the results integration and development services according to the Contract to make sure of providing the technical results in a high-quality and efficient manner.

(2) 乙方保证履行本合同要求的全部研究成果合法，并不得损害任何第三人合法权益，包括但不限于第三人著作权、专利权、商标权等知识产权和其他合法权利。

(2) Party B warrants that all the research results required in the performance of the Contract are legal without damaging the legitimate rights and interests of any third party, including but not limited to the third-party copyright, patent right, trademark right, and other legitimate rights.

(3) 未经甲方书面同意，乙方不得自行更换工作人员。如因乙方团队成员发生疾病、意外、离职、生育、退休等乙方不能控制的原因导致成员发生替换的，

不视为违约，但乙方仍应及时通知甲方并替换甲方批准的新设计人员。因乙方及其工作人员在履行合同过程中发生的所有法律责任由乙方负责，甲方不承担任何责任。

(3) Party B shall not replace its staff without the written consent of Party A. In case of any replacement due to reasons beyond Party B' s control, such as the disease, accident, departure, giving birth, or retirement of Party B' s team members, it will not be deemed as default, however, Party B shall timely notify Party A and replace them with new designers approved by Party A. Any legal liability of Party B and its staff that arises in the contract performance shall be taken by Party B and will not be taken by Party A.

(4) 如发生第三人以本合同涉及的技术侵权、知识产权侵权为由与甲方发生纠纷，使甲方名誉受损害，或向甲方索赔的情况，乙方应当承担由此所带来的一切后果，并赔偿甲方由此产生的损失（包括但不限于诉讼费、仲裁费、律师费、甲方支付给第三人的赔偿金等）。

(4) In case of any dispute between a third party and Party A on the ground of infringement by the technology or intellectual property involved in the Contract, which damages Party A' s reputation or leads to a claim against Party A, Party B shall take all the resulting consequences and compensate Party A for the resulting losses (including but not limited to the legal cost, arbitration fees, attorney' s fee, and compensation paid by Party A to the third party, etc.).

(5) 乙方应对提交的合同成果的科学性、合理性、准确性等负责，若因乙方提交的成果因自身原因而存在瑕疵引发问题，由乙方承担相应的责任。

(5) Party B shall be responsible for the scientificity, reasonableness and accuracy, etc. of the contract deliverables submitted. Party B shall take the corresponding responsibility for any problem as a result of any defect of the deliverables submitted.

(6) 乙方应严格遵守法律、法规之规定及本合同约定的义务，未经甲方事先书面同意，乙方不得将本合同项下全部或部分工作转包或分包。

(6) Party B shall strictly comply with the provisions of laws and regulations and the obligations agreed herein. Party B shall not contract out or subcontract all or part of the work hereunder without the prior written consent of Party A.

(7) 乙方应接受并配合甲方或甲方组织的对本合同履行情况的监督与检查，对于甲方指出的问题，应及时作出合理解释或予以纠正。

(7) Party B shall accept and cooperate with the supervision over and inspection of the Contract performance conducted by Party A or organized by Party A and shall timely make reasonable explanations about or correct problems pointed out by Party A.

(8) 乙方对甲方信息履行保密义务，不得泄露与本合同规定业务活动有关的保密资料。

(8) Party B shall be obliged to keep Party A's information confidential and shall not leak the confidential data relating to the business activities stipulated herein.

(9) 乙方应建立廉政风险防控机制，确保依法依规开展工作，应具备专门的组织机构、详细的制度培训方案，和严格的督促纠正机制。

(9) Party B shall establish an integrity risk prevention and control mechanism to make sure of carrying out work according to laws and regulations and shall possess a special organizational structure, a detailed system training program, and a strict mechanism to urge corrections.

(10) 依合同收取费用。

(10) Party B shall charge fees according to the Contract;

(11) 合同执行过程中的相关费用（含差旅、住宿、打印等）均自行承担。

(11) Party B shall bear the related expenses (including travel and accommodation expenses and printing fee, etc.) incurred in the contract performance.

第八条 保密义务：

Article 8 Duty of Confidentiality:

1. 未经甲方正式书面许可，乙方不得将本合同内容透露给第三方。

1. Party B shall not divulge the contents hereof to any third party without the formal written permission of Party A.

2. 乙方对于因签署或履行本合同而了解或接触到的甲方的机密资料和信息（以下简称“保密信息”）均应保守秘密；非经甲方书面同意，乙方不得向第三方泄露、给予或转让保密信息。否则，乙方将承担由此给甲方造成的损失。

2. Party B shall keep confidential Party A' s confidential data and information that it knows or comes into contact with as a result of signing or performing the Contract (hereinafter referred to as the "Confidential Information"); Party B shall not leak, offer or transfer the Confidential Information to any third party without Party A' s written consent, otherwise, Party B shall bear the losses caused to Party A thereby.

3. 如甲方提出要求, 乙方应将载有甲方保密信息的任何文件、资料或软件, 按甲方要求归还甲方, 或予以销毁, 或进行其他处置, 并且不得继续使用这些保密信息。

3. If so required by Party A, Party B shall return to Party A, destroy or otherwise dispose of any documents, data or software containing Party A' s Confidential Information as required and shall not continue to use such Confidential Information.

4. 保密义务不因本合同的终止、撤销、无效而终结。

4. The duty of confidentiality survives the termination, cancellation or invalidation of the Contract.

5. 乙方未经甲方的书面同意, 不得将上述资料用于与本服务项目之外的任何项目。

5. Without Party A' s written consent, Party B shall not use the above data for any projects other than the Project.

6. 合同履行完毕, 未经甲方的书面同意, 乙方不得保存在履行合同过程中所获得或接触到的任何内部数据资料。

6. Upon the completion of contract performance, Party B shall not preserve any internal data that it obtained or came into contact with in the contract performance without Party A' s written consent.

第九条 违约责任

Article 9 Default Liability

1. 因甲方的人为因素(如甲方项目成员变动、工作推进力度、管理需求改变等)及其他非乙方原因而未能按约定期限推进乙方提供的工作计划和方案, 责任不由乙方承担, 不得视为乙方的方案过失。

1. If the work plan and program provided by Party B cannot be advanced according to the period agreed due to the human factors of

Party A (for example, Party A' s project members change or work advancement efforts or management needs change) and other reasons not attributable to Party B, the responsibility shall not be taken by Party B and it shall not be deemed as Party B' s program-related fault.

2. 甲方无故中止或终止履行本合同, 应视乙方实际发生的工作量支付相应费用。

2. If Party A suspends or terminates the Contract without reason, it shall pay the corresponding fee according to the actual workload of Party B.

3. 乙方违约无故中止或终止履行本合同或因自身原因不能按本合同约定完成项目工作且在甲方书面催告后仍未采取补救措施的, 乙方需赔偿因此给甲方造成的全部直接损失。

3. If Party B defaults and suspends or terminates the Contract without reason or fails to complete the project work as agreed in the Contract due to its reasons and still fails to take remedies after Party A notifies it in writing, Party B shall compensate for all the direct losses caused to Party A thereby.

4. 乙方对于己方工作出现的遗漏或错误问题, 负责修改、完善及补充。由于乙方错误造成甲方损失的, 乙方除负责采取补救措施外, 尚应免收直接受损失部分的咨询费, 并且承担因此给甲方造成的直接损失。

4. Party B shall correct, improve and make up the omission or mistake that occurs in its work. If Party B' s mistake causes Party A to suffer losses, Party B shall take remedies, exempt the consulting fee for the part associated with direct losses and bear the direct losses caused to Party A thereby.

5. 乙方擅自将本合同项下权利义务部分或全部转让他人的视为根本违约, 甲方有权解除合同并要求乙方支付合同约定总奖励金额 20%的违约金, 给甲方造成损失的, 乙方仍应负责赔偿 (但如有效果图、模型、动画和多媒体则除外)。

5. Party B' s transfer of all or part of its rights and obligations hereunder to others without authorization will be deemed a fundamental breach of contract, in which case Party A has the right to rescind the Contract and require Party B to pay liquidated damages at 20% of the total amount of reward agreed herein; and if it causes losses to Party A, Party B shall be responsible for the compensation (except for the

rendering, model, animation, and multimedia).

7. 甲方对乙方在项目实施过程中向第三方（包括乙方员工）的违约行为或侵权行为不承担任何责任，由乙方自行承担相应责任。

7. Party A will not be liable for Party B' s default toward or infringement upon any third party (including Party B' s employees) in the project implementation, and Party B shall take the corresponding responsibility.

8. 无论其他条款如何约定，本合同项下任何一方承担的全部责任最高不超过合同总金额，且任何一方均不承担间接损失。乙方联合体成员仅对各自工作内容承担单独的责任。

8. Notwithstanding any other article hereof, the total liability of any party hereunder shall not exceed the total contract amount, and any party shall not bear the indirect losses. The members of Party B as a consortium are only responsible for their respective work content.

第十条 知识产权

Article 10 Intellectual Property

1. 乙方履行本合同形成的规划成果在甲方全额支付相应设计费后归甲方所有。乙方保留署名权及将之用于评奖、学术和自身业绩宣传的权利。

1. The deliverables formed by Party B in the performance of Contract are owned by Party A after Party A pays the corresponding design fee in full, however, Party B reserves the right of authorship and the right to use them for prize evaluation, academic purposes, and achievement publicity.

2. 所有提交给甲方的文件及相关的资料的最后文本，包括但不限于为履行技术咨询服务范围所编制的图纸、计划和证明资料等，知识产权在甲方全额支付相应设计费后归甲方所有，乙方在提交给甲方之前应将上述资料进行整理归类 and 编制索引。

2. The intellectual property in all documents submitted to Party A and the final text of related data, including but not limited to the drawings, plans, and certification data, etc. prepared for the performance of the scope of technical consulting service, is owned by Party A after Party A pays the corresponding design fee in full, and Party B shall sort out, classify and index the above data before

submitting them to Party A.

3. 甲方利用乙方提交的规划成果所完成的新的技术成果，归甲方所有。

3. New technical achievements completed by Party A using the deliverables submitted by Party B are owned by Party A.

4. 乙方不得将甲方提供的技术资料和工作条件用于本合同之外的其他用途，否则其因此取得的知识产权或其他收益归甲方所有。

4. Party B shall not use the technical data and working conditions provided by Party A for purposes other than the Contract, otherwise, the intellectual property or other benefits obtained by it therefrom shall belong to Party A.

5. 在甲方全额支付相应设计费后甲方有权以任何方式行使上述权利，乙方不得干涉。

5. After Party A pays the corresponding design fees in full, Party A has the right to exercise the above rights in any way, which Party B shall not interfere with.

第十一条 双方确定，出现下列情形，致使本合同的履行成为不必要或不可能，可以解除本合同：

Article 11 Both parties confirm that the Contract may be rescinded in the following circumstances that render the performance of the Contract unnecessary or impossible:

1. 因不可抗力或者意外事件，使得本合同的履行不可能、不必要的，任一方均可以解除本合同。

1. Any party may rescind the Contract in the event that a force majeure or accident renders the performance of the Contract impossible or unnecessary;

2. 遭受不可抗力、意外事件的一方全部或部分不能履行本合同、解除或迟延履行本合同的，应立即用电话或微信将发生不可抗力的事件及证明通知另一方，并尽最大努力避免、消除或减轻该不可抗力事件对本合同履行的影响。同时，应在不可抗力事件发生后 3 天或其他合理时间内，向合同对方当事人邮寄相关职能机构出具的关于不可抗力事件的证明材料。如不可抗力事件延续 10 天以上，双方应通过友好协商进一步解决履行合事宜。

2. If a party cannot perform all or part of the Contract or rescinds or delays in performing the Contract due to force majeure or accident,

it shall immediately notify the other party of the force majeure event and proof using phone or WeChat and do its best to avoid, eliminate or mitigate the impacts of the force majeure event on the performance of the Contract; it shall also mail the force majeure event certification material issued by the related functional organization to the other party within 3 days or other reasonable time after the occurrence of the force event. If the force majeure event lasts for more than 10 days, both parties shall further solve the contract performance through friendly negotiations.

3. 本合同所称不可抗力、意外事件是指不能预见、不能克服并不能避免且对一方当事人造成重大影响的客观事件，包括但不限于自然灾害如洪水、地震、火灾和风暴等以及社会事件如战争、动乱、政府事件等。因不可抗力或意外事件导致合同解除，双方互不承担责任，但不可抗力事件出现前已经发生的违约责任除外。不可抗力事件出现在一方迟延履行期间的，迟延履行方应就不可抗力发生的损害承担赔偿责任。

3. The force majeure and accident referred to herein are objective events that cannot be foreseen, overcome or avoided and cause significant impacts on a party, including but not limited to natural disasters such as flood, earthquake, fire, and storm and social events such as war, turmoil, and government event. If the Contract is rescinded due to the force majeure or accident, both parties will not be responsible to each other, except for the default liability that has occurred before the force majeure event. If a force majeure event occurs during the deferred performance of a party, such party shall be liable for compensating for the damage as a result of the force majeure.

第十二条 合同履行、撤销与不安抗辩

Article 12 Contract Performance and Cancellation and Unsafe Right of Defense

1. 双方应本着诚实信用的原则签订本合同。任何一方在合同签订过程存在欺诈、胁迫或者暴力威胁的情形的，另一方可以撤销本合同并有权要求对方赔偿全部损失。

1. Both parties shall sign the Contract in the principle of good faith. If a party cheats, coerces or threaten the other party with violence in the contract signing process, the other party may rescind the Contract and has the right to require such party to compensate for

all the losses.

2. 任何一方在履行中发现或者有证据表明对方已经、正在或将要违约,可以中止履行本合同,但应及时通知对方。如对方及时改正或提供适当担保的,经中止履行的一方正式书面同意后可以恢复履行。若对方继续不履行、履行不当或者有其他违反本合同行为的,中止履行的一方可以解除本合同,并要求对方赔偿损失。合同中止履行后,如对方在合理期限内未改正违约行为或未恢复履行能力且未提供适当担保的,中止履行的一方可以解除合同并要求对方赔偿损失。

2. Any party that discovers or has evidence that the other party has defaulted, is defaulting or will default in the performance may suspend performing the Contract, however, it shall timely notify the other party. If the other party timely corrects itself or provides appropriate security, the performance may be resumed upon the formal written consent of the party suspending the performance; if the other party continues its nonperformance, performs the Contract improperly or has other violations of the Contract, the party suspending the performance may rescind the Contract and require the other party to compensate for the losses. After the contract performance is suspended, if the other party does not correct its default within a reasonable period or does not regain the performing ability and provide appropriate security, the party suspending the performance may rescind the Contract and require the other party to compensate for the losses.

第十三条 过失追究

Article 13 Fault Investigation

1. 任何一方没有行使其权利或没有就对方的违约行为采取任何行动,不应被视为是对权利的放弃或对追究违约责任或义务的放弃。

1. Any failure of a party to exercise its right or take any action against the other party's default shall not be deemed as a waiver of the right or the default liability or obligation.

2. 任何一方放弃针对对方的任何权利,或放弃追究对方的任何过失,不应视为对任何其他权利或追究任何其他过失的放弃。

2. Any party's waiver of any right against the other party or any fault of the other party shall not be deemed as a waiver of any other rights or any other faults.

3. 前款权利不因本合同的终止、撤销、无效而消失。

3. Rights in the above paragraphs shall survive the termination, cancellation or invalidation of the Contract.

第十四条 法律适用

Article 14 Applicable Law

本合同的订立、解释、履行、效力和争议的解决等均适用中华人民共和国法律。对本合同的理解与解释应根据原意并结合本合同目的进行。

The conclusion, interpretation, performance, effect and dispute settlement, etc. of the Contract are governed by the laws of the People's Republic of China. The Contract shall be understood and interpreted according to the intent and in combination with the purpose of the Contract.

第十五条 争议解决

Article 15 Dispute Settlement

1. 凡因本合同产生或与本合同相关的任何争议，应友好协商解决，协商不成的，任一方均有权依法向项目所在地有管辖权的人民法院起诉。

1. Any dispute arising from or in connection with the Contract shall be settled upon friendly negotiations; if the negotiations fail, any party has the right to file a lawsuit to the people's court having justification where the Project is located.

2. 本合同的终止、撤销、无效不应影响前款约定的效力。如因客观事由造成本合同中部分条款出现无效、不可执行的情形的，其不影响本合同的整体效力，合同其他条款仍对双方具有约束力。

2. The above paragraph shall survive the termination, cancellation or invalidation of the Contract. If some articles hereof become invalid or unenforceable, this shall not affect the overall effect of the Contract, and other articles hereof shall still bind on both parties.

第十六条 其他

Article 16 Miscellaneous

1. 本合同未尽事宜双方另行协商签订补充协议，双方签字盖章后的补充协议与本合同具有同等法律效力。

1. For matters not covered herein, both parties may separately negotiate and sign a supplementary agreement which, after being signed

and sealed, has the same legal effect as the Contract.

2. 本合同中双方填写的地址、电话为日后相关文件和司法文书的有效送达地址。以特快专递（付清邮资）发出的通知，在寄出（以邮戳为凭）后的第3日为有效送达。如以快递方式寄出，一方拒绝签收，视为送达。

2. Addresses and telephone numbers completed by both parties in the Contract shall be valid addresses for service of related documents and judicial documents in the future. Any notice given through express mail (postage paid off) will be deemed effectively served on the 3rd day after it is given (subject to the postmark). Any notice given through express will be deemed served even if it is rejected by the other party.

甲方指定联系方式： Contact information of Party A:		乙方指定联系方式： Contact information of Party B:	
联系人： Contact person:		联系人： Contact person:	
地址： Address:		地址： Address:	
邮政编码： Postal code:		邮政编码： Postal code:	
电话： Tel:	传真： Fax:	电话： Tel:	传真： Fax:
电子信箱： E-mail:		电子信箱： E-mail:	

3. 本合同一式陆份，甲、乙双方各执叁份，具有同等法律效力。

3. The Contract is in quadruplicate, with Party A and Party B each holding three, all of which have the same legal effect.

4. 本合同经双方签字盖章后生效, 有效期不超过 2 年。如因非乙方原因导致乙方服务期超过合同约定工作周期 2 个月的, 双方应协商额外费用。

4. The Contract takes effect upon the signature and seal of both parties and is valid for not more than 2 years. If Party B' s service period exceeds the work period agreed in the Contract by 2 months not due to Party B' s reasons, both parties shall negotiate the extra fee.

5. 若本合同内的中英文表述存在冲突, 以中文为准。

5. Any inconsistency between Chinese and English versions in this contract shall be subject to the Chinese version.

(以下无正文)

(No text below)

甲 方: 深圳深港科技创新合作区发展
Party 有限公司

乙 方:

Party B:

A: Shenzhen-Hong Kong Science
and Technology Innovation
Cooperation Zone Development
Co., Ltd.

法定代表人 (签字):

法定代表人 (签字):

Legal representative
(signature)

Legal representative
(signature)

委托代理人 (签字):

委托代理人 (签字):

Entrusted agent
(signature):

Entrusted agent
(signature):

住 所:

住 所:

Domicile:

Domicile:

电 话:

电 话:

Tel:

Tel:

传 真:

Fax:

纳 税 识 别 码:

Taxpayer
identification number:

开 户 银 行:

Deposit bank:

帐 号:

Account No.:

传 真:

Fax:

纳 税 识 别 码:

Taxpayer identification
number:

开 户 银 行:

Deposit bank:

帐 号:

Account No.:

本协议签订时间: 2020 年 月 日

Signing date: , 2020

.

第五部分 竞赛奖金支付协议

Part V Competition Bonus Payment Agreement

深港科技创新合作区皇岗口岸片区城市设计国际竞赛

International Competition for Urban Design of Huanggang

Port Area at Shenzhen Park of Shenzhen-Hong Kong Science

and Technology Innovation Cooperation Zone

竞赛奖金支付协议

Competition Bonus Payment Agreement

甲方：深圳深港科技创新合作区发展有限公司

Party A: Shenzhen-Hong Kong Science and Technology Innovation
Cooperation Zone Development Co., Ltd.

乙方：

Party B:

依照《中华人民共和国合同法》及其他相关法律、法规及《深港科技创新合作区深圳园区皇岗口岸片区城市设计国际竞赛-竞赛文件》（以下简称《竞赛文件》），双方就设计奖金事项，经协商一致，签订本协议。

In accordance with the *Contract Law of the People's Republic of China* and other related laws and regulations and the *International Competition for Urban Design of Huanggang Port Area at Shenzhen Park of Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone - Competition Document* (hereinafter referred to the *Competition Document*), both parties agree to enter into the Agreement in connection with the design bonus upon negotiations.

第一条 费用与支付

Article 1 Expense and Payment

1. 本协议（含税）金额为人民币【 】元（小写¥【 】）。

1. The amount (tax-inclusive) of the Agreement is RMB [] (in figures ¥[]).

2. 竞赛奖金在本协议生效后由乙方向甲方提出书面申请，经甲方确认后21个工作日内一次性支付。甲方付款前，乙方应向甲方提交与交易内容一致、开具单位与乙方企业名称一致的合法合规增值税专用发票。如甲方因乙方提供不合法合规的增值税专用发票而受到税务部门处罚，乙方应向甲方承担赔偿责任

任，包括但不限于无法抵扣的税款、滞纳金、罚款及相关损失。

2. After the Agreement takes effect, the competition bonus will be paid in a lump sum within 21 working days after Party A confirms the written request filed by Party B. Before Party A makes the payment, Party B shall submit to Party A a special value-added tax invoice that complies with laws and regulations and is consistent with the transaction content, with the issuing entity having the same enterprise name as Party B. If Party A is punished by the tax department because the special value-added tax invoice provided by Party B does not comply with laws and regulations, Party B shall compensate Party A for (including but not limited to) the tax that cannot be credited against, late payment penalty, fine, and related loss.

3. 全部付款甲方以人民币形式汇入乙方中国境内指定收款账户（不含香港、台湾、澳门）：

3. All the amount will be remitted by Party A in RMB to the beneficiary account within China (excluding Hong Kong, Taiwan, and Macao) designated by Party B:

开户名称：

Account name:

开户银行：

Bank:

银行账号：

Account No.:

4. 乙方参加投标的一切费用自行承担。

4. Party B shall bear all expenses incurred from its participation in the competition.

第二条 三方责任

Article 2 Responsibilities of the Parties

1. 甲方责任

1. Responsibilities of Party A

按照《竞赛文件》的规定向乙方支付竞赛奖金。

Party A shall pay the competition bonus to Party B as stipulated in the *Competition Document*.

2. 乙方责任

2. Responsibilities of Party B

1) 按照《竞赛文件》的规定按时向甲方提交设计成果。

1) Party B shall submit the deliverables to Party A on time as stipulated in the *Competition Document*.

2) 乙方成功提交符合招标文件要求及奖金标准的设计方案、且该设计方案深度和内容成果已得到方案评审会专家的认可。

2) Party B shall submit a design scheme in line with the *Competition Document* requirements and bonus standard, and the design scheme extent and contents shall be recognized by the experts at the scheme review meeting.

第三条 知识产权及保密

Article 3 Intellectual Property and Confidentiality

1. 乙方应保证在本项目中使用的知识和经验均不会侵犯任何第三方的权利。

1. Party B shall warrant that the knowledge and experience used in the Project will not infringe upon the rights of any third party.

2. 甲方在支付设计补偿费后，与乙方共享设计成果（除署名权外）的版权。甲方有权根据本项目的实际需求，就该设计成果进行部分使用、修改和采纳。所有投标文件在评审后不退回乙方。甲方有权无偿通过传媒、专业杂志、专业书刊或其它形式介绍、展示及评价投标成果。

2. Party A shall share the copyrights in the deliverables (except for the right of authorship) with Party B after paying the design compensation. Party A has the right to use in part, modify and adopt the deliverables according to the actual needs of the Project. All deliverables will not be returned to Party B after review. Party A has the right to introduce, display and evaluate the deliverables via media, professional magazines, books and periodicals or other forms free of charge.

2. 任何第三方涉嫌侵犯设计方案的知识产权或其他权利，乙方应在发现之日起十五个工作日内书面通知甲方，同时采取包括但不限于发送警告函、启动行政或司法保护程序等措施，以有效地阻止侵权行为的继续发生。

2. Party B shall notify Party A in writing within 15 working days from the discovery of any third party's suspected infringement upon the intellectual property or other rights of its design scheme and also take measures including but not limited to sending a warning

letter and initiating administrative or judicial protection procedures, etc. to effectively stop the infringement from continuing.

3. 乙方保证其设计方案未侵犯任何第三方的知识产权或其他权利，由于使用乙方设计方案的全部或部分所导致的任何索赔或责任均由乙方承担，同时，甲方有权要求乙方赔偿甲方所遭受的一切经济损失。

3. Party B warrants that its design scheme will not infringe upon the intellectual property or other rights of any third party; it shall be liable for any claim or responsibility resulting from the use of all or part of its design scheme, in which case, Party A shall be entitled to require Party B to compensate for all the economic losses suffered by Party A therefrom.

4. 未经甲方书面同意，乙方不得将本项目中及本协议项下获取的甲方任何资料、信息、数据、图纸等用于本项目外的其他任何项目或向任何第三方泄漏、转让。如发生以上情况，乙方应向甲方支付合同总价款 100%的赔偿金。

4. Without the written consent of Party A, Party B shall not use Party A's any data, information, and drawings, etc. obtained in the Project and hereunder for any projects other than the Project or divulge or transfer the same to any third party, otherwise, Party B shall pay compensation to Party A according to 100% of the agreement price.

5. 乙方认可本项目招投标活动的公平性和公正性，对本项目的招投标活动，包括但不限于报名、方案评审、竞赛奖金的金额及发放等均无异议。

5. Party B recognizes the fairness and impartiality of the Project and has no objection to all activities of the Project, including but not limited to the application, the scheme review, and the amount and payment of the competition bonus, etc.

第四条 免责条款

Article 4 Exemption Clause

1. 由于不可抗力因素（包括因战争、动乱或其它非合同各方责任造成的爆炸、火灾及其它不能预见、不能避免并不能克服的客观情况）致使本协议无法履行的，双方均不承担责任。

1. If the Agreement cannot be performed due to force majeure factors (including the war, turmoil, or the explosion or fire not as a result of the parties, and other objective circumstances that

cannot be foreseen, avoided or overcome), both parties shall not be liable therefor.

2. 在不可抗力发生后，一方因不可抗力不能履行本协议的，应立即书面告知其他各方并在 14 天内以邮寄方式向各方提供证明文件，以减轻可能给各方造成的损失。

2. After a force majeure occurs, a party that cannot perform the Agreement due to the force majeure shall immediately inform the other party in writing and mail the certification document within 14 days to reduce the losses possibly caused to the other party.

第五条 适用法律

Article 5 Applicable Law

本协议适用中华人民共和国法律，并以该国法律进行解释。

The Agreement shall be governed by, and construed in accordance with, the laws of the People's Republic of China

第六条 其他约定

Article 6 Other Agreements

1. 本协议如有未尽事宜，由双方协商后签订书面补充协议，补充协议经双方法定代表人或授权代表签字盖章后与本协议具有同等法律效力。

1. For any matters not covered herein, both parties may negotiate and sign a written supplementary agreement which, after being signed and sealed by the legal representatives or authorized representatives of both parties, has the same legal effect as the Agreement.

2. 凡因本协议引起的或与本协议有关的任何争议，由双方协商解决，协商不成的，任何一方均可以向项目所在地的的人民法院提起诉讼。

2. Any dispute arising out of or in connection with the Agreement shall be settled by both parties through negotiations; if the negotiations fail, any party may bring a lawsuit to the people's court where the Project is located.

3. 如果在中英文的文字意义上出现冲突，本项目相关的所有技术任务书和附件都应以中文版本为主。

3. In case of conflicts between the meanings of words in Chinese and English, all design brief and attachments relating to the Project are subject to the Chinese version.

4. 在本协议订立及履行过程中形成的与协议有关的文件均构成本协议的组

成部分，组成本协议的整体文件，彼此相互解释，互为说明。本项目《竞赛文件》中的竞赛要求和工作规则，也构成本协议的组成部分。

4. All documents formed in connection with the Agreement during the conclusion and performance of the Agreement constitute parts of the Agreement. Documents that make up the Agreement shall be mutually explanatory and supplementary. The Competition Requirements and Work Rules in the *Competition Document* of the Project also are integral parts of the Agreement.

5. 本协议正本一式叁份，具有同等法律效力，甲、乙各执壹份。副本捌份，甲方执肆份，乙方执贰份。

5. The original Agreement is in triplicate, all of which have the same legal effect, with Party A and Party B each holding one. The Agreement has eight copies, with Party A holding four and Party B holding two.

甲方（盖章）：深圳深港科技创新合作区发展有限公司

Party A (seal): Shenzhen-Hong Kong Science and Technology Innovation Cooperation Zone Development Co., Ltd.

地址：深圳市福田区市花路长富金茂大厦 1 号楼 1501

Address: 1501, Building 1, Chang Fu Jin Mao Tower, Shihua Road, Futian District, Shenzhen City

法定代表人(或授权代表)：

Legal representative (or authorized representative):

电话：

Tel:

传真：

Fax:

联系人：

Contact person:

乙方（盖章）：XXXXXXXXXXXXXXXXXX

Party B (seal): XXXXXXXXXXXXXXXXXXXX

地址：XXXXXXXXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXXXXXX

Legal representative (or authorized representative):

电话：

Tel:

传真:

Fax:

联系人:

Contact person:

签订日期: 年 月 日

Signing date:

