### 附件3：联合体协议书

### Appendix 3: Consortium Agreement

**联合体协议书**

**Consortium Agreement**

（所有成员单位名称） 自愿组成联合体共同参加**蛇口渔港升级改造工程方案设计国际竞赛**。现就联合体参赛事宜订立如下协议，协议（包括但不限于）如下内容：

(The names of all members) voluntarily form a consortium to jointly participate in the **International Competition for Conceptual Design of Shekou Fishing Port Renovation Project**. For this purpose, an agreement on consortium is concluded. The Agreement includes but is not limited to the following contents:

1、（某成员单位名称）为本次竞赛的联合体牵头单位。

1. (The name of a member) serves as the leading party of the Consortium for the Competition.

2、 联合体牵头单位合法代表联合体各成员负责本次参赛文件编制和合同谈判活动，并代表联合体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物，负责合同实施、组织和协调工作。

2. The leading party legally represents the Consortium for Application Documents preparation and contract negotiation, submission and receipt of relevant data, information and instructions, decision-making on all relevant matters, as well as contract execution, organization and coordination.

3、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代表人一并提交给主办方，联合体牵头单位代表人所提交的资质等级、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。

3. The Consortium authorizes the leading party to aggregate the qualifications, expertise and reference projects of its members and the leading party’s representative to submit such data to the Organizers. Such data submitted by the leading party’s representative are facts about the members.

4、竞赛工作由联合体牵头单位代表人负责；联合体牵头单位代表人合法代表联合体各成员提交并签署参赛文件；联合体牵头单位代表人在参赛文件中的所有承诺均代表了联合体各成员。

4. The representative of the leading party will take charge of the Competition, and submit and sign the Application Documents on behalf of the Consortium. All commitments made by the leading party’s representative in the Application Documents represent the same of the members.

5、如联合体在竞赛中获胜，联合体成员共同与业主签定合同书，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。

5. Should the Consortium win the Competition, all members will jointly sign a contract with the Employer, and implement all contractual documents accordingly. The contractual agreement thus signed shall be legally binding on each member of the Consortium.

6、如联合体在竞赛中获胜，联合体牵头单位代表人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。

6. Should the Consortium win the Competition, the representative of the leading party shall legally submit and receive the relevant data, information and instructions and handle all relevant matters on behalf of the Consortium.

7、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。

7. All members shall work closely with each other with due diligence and care and efficiently complete their respective share of work.

8、联合体将严格按照竞赛文件的各项要求，递交参赛文件，履行合同，并对外承担连带责任。

8. The Consortium will submit Application Documents strictly in accordance with the Competition Document, perform the contract and assume joint and several liabilities to the outside.

9、联合体各成员单位内部的职责分工如下：

9. Division of responsibilities:

|  |  |  |
| --- | --- | --- |
| 联合体成员单位名称一览表  List of members |  |  |
| 在联合体中的权益份额(%)  Equity proportion in the Consortium (%) |  |  |
| **竞赛阶段**  **Competition Stage** | | |
| 在联合体中拟承担的工作内容和工作量  Work contents and workload |  |  |
| 拟配备主要人员的名单  List of proposed designers |  |  |
| **竞赛获胜后阶段**  **After Winning the Competition** | | |
| 在联合体中的权益份额(%)  Equity proportion in the Consortium (%) |  |  |
| 在联合体中拟承担的工作内容和工作量  Work contents and workload |  |  |
| 拟配备主要人员的名单  List of proposed designers |  |  |

注：可根据联合体成员数量进行调整。

Notes: The form can be adjusted in view of the actual number of members.

10、联合体各成员由于职责分工不明所导致本次竞赛补偿费和奖金的分割以及内部的风险、责任与业主无关，并不因此向业主提出索赔。

10. The division of the honorarium and prizes as well as the internal risks and liabilities caused by unclear division of works among the members of the Consortium are irrelevant to the Hosts. The Consortium shall not file any claim against the Hosts in this regard.

11、本协议书自签署之日起生效，竞赛未获胜或者竞赛获胜后合同履行完毕后自动失效。

11. The Agreement shall come into force upon the date of signature. It shall be automatically invalidated if the Consortium is not awarded the contract or has completed the performance of the contract awarded.

12、本协议书一式\_\_\_\_\_\_\_\_份，联合体成员和主办方各执一份。

12. The Agreement is made in \_\_\_\_\_\_ copies, with one for each member of the Consortium and each of the Hosts.

牵头单位

Leading party:

单位名称（盖单位公章）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (corporate seal):

法定代表人或授权委托人（签字）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal representative or authorized representative (signature):

联合体成员

Member

单位名称（盖单位公章）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (corporate seal):

法定代表人或授权委托人（签字）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal representative or authorized representative (signature):

签订日期： 年 月 日

Date of Signature:

（说明：联合体协议中应约定联合体牵头单位及各成员在竞赛阶段所占有的权益份额、拟承担的工作内容、工作分工和担负的责任。联合体协议中应明确竞赛获胜后的设计合同须由联合体各成员单位加盖公章，并由各成员单位的法定代表人或合法授权代表签字。联合体成员单位对业主负有单独和连带的责任。）

(Notes: The Consortium Agreement shall specify each member’s equity proportion, proposed work contents, and division of work and responsibilities in the competition stage. It shall also specify that the Contract awarded after the Consortium wins the Competition must be duly stamped by all members and signed by the legal representative or authorized representative of all members of the Consortium. All members are severally and jointly liable to the Employer.)