

Letter of Invitation to the Solicitation of Design Proposals for the Emblem, Slogan and Mascot of the 3rd Asian Youth Games

2. Legal Documents

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Part 1 Notes on the Letter of Invitation

- I. This Letter (including relevant appendices, proposals and other related documents) is prepared in both Chinese and English. In case of inconsistency between the Chinese and English versions, the Chinese version shall prevail.
- II. Each part of this Letter shall be taken as mutually explanatory of one other. In case of any conflicts or ambiguities existing among the foregoing documents, the Office shall have the right to instruct and clarify.
- III. Revision or Withdrawal of the Letter of Invitation
 1. The Office has the right to revise or withdraw this Letter of Invitation at its own discretion 10 days prior to the deadline for submission. These revisions or withdrawals will be announced publicly on <http://www.2021shantou.cn> and will take effect on the date of announcement. The Participant shall compile his or her proposal based on the foregoing information.
 2. The Office and the OCA will not assume any responsibilities for the Participant under any circumstances including but not limited to the following circumstances: any technical errors, faults or delays, any losses or damages caused by participating or not participating in the solicitation and any loss of content, loss of profits, direct or indirect penalties and damages thus incurred during the solicitation.

IV. The number of days contemplated in this Letter and its entire appendices, the proposal and relevant documents shall refer to calendar days, and all specific time mentioned shall be Beijing time.

V. Rights Reserved by the Office

1. In light with this Letter, the Office shall have the right to adjust or withdraw any content related to this Letter in accordance with the preparation and organisation of the 3rd Asian Youth Games.
2. The Office shall have the right to postpone or revise the schedule of the solicitation 10 days before the deadline for the submission of proposals.
3. The Office shall have the right to, at any time before confirming the selected proposals, reject any or all design proposals that fail to meet the requirements of the solicitation or the regulations of selection, or to declare the solicitation invalid, for which the Office and the OCA shall not be held liable.
4. The Office shall have the right to select or declare failure to select one or several emblems, slogans, mascots that best reflect the spirit of the 3rd Asian Youth Games.
5. The Office may request creative members of the selected proposals to modify their selected works together with other artists in order to produce a final version of the emblem, slogan

and mascot of the 3rd Asian Youth Games.

6. The Office shall have the right to come up with the final version of the emblem, slogan and mascot by using the creative ideas of all the design proposals, and to decide the final design method of the emblem, slogan and mascot.
7. The Office reserves all rights that are not granted in this Letter of Invitation.
8. The Office reserves the right to interpret the procedures and rules of this solicitation.

Part 2 Important Binding Legal Provisions for the Participant

I. Applicable Laws

This solicitation shall be governed by the laws of the Peoples Republic of China.

II. Confidentiality and Restrictions of Promotion

Regardless of whether the design proposal submitted by the Participant is selected, the Participant shall keep the design proposal and the materials and information pertaining to the proposal confidential and shall not disclose to any third party the foregoing materials and information, till the dissolution of the Office or till the time required by the Office or the Olympic Council of Asia.

The Participant shall not, at any time in any place, engage in any commercial promotions over whether he or she will respond to this Letter of Invitation or participate in the solicitation, nor shall the Participant make any suggestion, expressed or implied, that there is any association between himself or herself and the 3rd Asian Youth Games or the Office.

During the solicitation (please refer to Part 1 of this Letter of Invitation), the Office retains the right of disqualifying any Participant that breaches the foregoing confidentiality and promotion restriction obligations. If the breaching by the Participant of the foregoing confidentiality and promotion restriction obligations results in any damages to the Office and the 3rd Asian Youth Games, the Office shall have the right to claim against such Participant for compensation.

III. Keeping of the Submitted Proposals and Transfer of Copyright and Other Rights

All design proposals submitted to the Office will be kept and will not be returned to the Participant (including the case of Participant applying to drop out of the solicitation). The Participant agrees that upon signing the Letter of Commitment, the Participant has once and for all, irrevocably transferred all his or her copyright over the design proposal (and all his or her rights over the graphical or

stereoscopic representations of the design proposal, if any), the design patent application right, trademark application right and all other intellectual property rights and related rights deriving from IPR to the Office completely, automatically and free of charge. Nevertheless, in accordance with this Letter of Invitation, no transfer of intellectual property rights will occur in the cases of proposals being submitted by unqualified Participants or submitting unqualified or invalid design proposals.

Appendix 1: Letter of Commitment

The Office of the Steering Group for the Preparations for the 3rd Asian Youth Games (hereinafter referred to as “the Office”):

The legal person/other organisation/natural person, hereinafter referred to as “the Participant”, under the precondition of being fully aware of and voluntarily accept the requirements of the design proposals for the emblem, slogan and mascot, and all appendices, makes the following commitment to the Office:

Article One: The Participant hereby officially accepts the invitation extended by the Office and participates in the solicitation of design proposals for the emblem, slogan and mascot of the 3rd Asian Youth Games as a Participant, and thus submits such design proposals.

Article Two: With regard to the participation in the solicitation, the Participant hereby voluntarily makes the following guarantees and commitments to the Office:

1. The Participant (including but not limited to all the members, staff, consultants, agencies, and/or any third parties working for the Participant) has read the Letter of Invitation and all of its appendices in detail, and pledges to comply with relevant arrangements and requirements that have been made and will be made for this solicitation (including but not limited to the content in the Letter of Invitation, all of its appendices and documents that will be continually updated by the Office) without any objection. The Participant's participation in the solicitation indicates the full acceptance of all terms and conditions.
2. The Participant commits that the Participant, the Participant personnel, the Participant's relatives will not disclose any unpublished information about the Office and the 3rd Asian Youth Games acquired in this solicitation to any third party.
3. The Participant commits that he or she will not engage in any commercial promotions over his or her participation in the solicitation, or make any suggestion, expressed or implied, that there is any association between himself/herself and the Office, 3rd Asian Youth Games, OCA, and Chinese Olympic Committee.

4. All expenses incurred during the Participant's participation in the solicitation, except for those with written arrangement with the Office, shall be borne by the Participant.
5. The Participant has the capacity for civil rights and civil conduct to participate in this solicitation (if the Participant has no legal capacity or restricted legal capacity, consent by his or her legal guardian is needed. Any of the documents for submission to the Office shall be signed by both the Participant and his or her legal guardian). Any seal and signature made by the Participant in this solicitation shall be authentic, legal, valid and binding on the Participant.
6. The Participant is willing to assume full legal responsibility for any losses caused to the Office by the Participants failure to comply with any of the obligations or responsibilities in this Letter of Commitment.
7. Regardless of whether the design proposal submitted by the Participant is selected, the Participant commits that he or she will not denounce the Asian Youth Games or its logo in any form, will respect the dignity and honour of the OCA and the Office, and will not exercise any rights that might cause damage to the rights, image, prestige and reputation of the OCA and the Office.

Article Three: The Participant hereby makes the following

commitments with regard to all the following matters regarding the transfer of intellectual property rights of the proposal (and hereby clarifies that no transfer of intellectual property rights will occur in the cases of proposals being submitted by unqualified Participants or submitting unqualified or invalid design proposals):

1. The Participant guarantees the originality of his or her design proposal submitted to the Office for the purpose of the solicitation, and that the proposal is finished independently without any assistance of others, and that the proposal does not cause damage to any prior right. The Participant commits that he or she will not copy works of others on purpose. The Participant has full, complete, and exclusive copyright and other rights of third party over the design proposal.
2. Upon signing this Letter of Commitment, the Participant has once and for all, irrevocably, exclusively and completely transferred his or her worldwide copyright over the design proposal, and all his or her rights over the graphical or stereoscopic representations of the design proposal (including the design application right and trademark application right), and all related derivative rights to the Office in ways and channels permitted by law. The Office may re-transfer the transferred rights to any third person.

3. The Participant guarantees that he or she will not exercise his or her copyright over the design proposal or all other rights of the person protected by law, including but not limited to the right of publication, right of authorship, right of modification and right of integrity, and will unconditionally, irrevocably allow the Office or other third parties designated by the Office to exclusively exercise the foregoing rights worldwide.
4. The Participant agrees that he or she will follow the requirements of the Office on making further design and modifications, and make corresponding design and modifications to the relevant works of the design proposal, so as to meet the demands raised by the Office and the OCA. The Office shall claim the intellectual property right of the work after further design and modifications. If the Participant fails to make further design and modifications in response to the requirements by the Office, or the Office decides not to entrust the Participant to conduct further design or modifications (any more), the Participant will understand and raise no objection, and will authorise the Office to make, or entrust a third party to make, further design and modifications on the proposal. The Office shall be entitled to use the redesigned and modified works as emblem, slogan and mascot of the Games. The Participant shall

not assert any claims or requests to the Office. Any modifications on the design proposal shall not be regarded as any kind of infringement on the proposal.

5. The Participant commits that he or she will not publish the proposal or any part of it (regardless of whether it contains the Asian Youth Games symbol) at any place in any form, including but not limited to hard copies or electronic files. The Participant pledges that he or she have not and will not use, develop or authorise any third party to use or develop the design proposal in any form worldwide.
6. The Participant agrees that, in view of the nature of the solicitation, the Office does not have to pay the transfer price, royalty fee or any other fees associated with the commercial use of the proposal. The Participant guarantees that he or she will not raise any claim to the profits brought forward by commercial use of the proposal, and will not publish his or her proposal before the Office announces the emblem, slogan and mascot of the Games.
7. The Participant commits that the Office shall be entitled, at its discretion, to engage in any form of use, development, authorisation, licensing or protection activities of the design proposal of the emblem, slogan and mascot, without being

subject to any interference of the Participant or any third party.

The foregoing activities may be carried out by any carrier (including carriers that are not known in current cognitive domains), and be in any form including, but not limited to, written or electronic forms. The Participant shall have no claims over any special rights or any interests acquired from the Office engaging in the foregoing activities.

8. The Participant further acknowledges and warrants that if and when the Participant fails to perform his or her commitments, and fails to make effective remedies within 10 days from the notice in writing of the Office requesting for his or her rectification within a set time frame, the Office shall have the right to disqualify the Participants design proposal and make a claim against the Participant for any damages it may have incurred.
9. In any event of the design proposal submitted by the Participant causing any complaint, litigation or arbitration of any third party against the Preparatory Office, or any direct or indirect damage to the reputation and finance of the Office, then regardless of whether it being the Participants fault, the Office shall have the right to demand the Participant to take adequate and appropriate measures to ensure the Office free from any

consequences caused by the foregoing complaint, litigation or arbitration. The Office, in the meantime, shall reserve its right to make further claims against the Participant for any losses caused.

Article Four: This Letter of Commitment is subject to the interpretation of Chinese laws. The Letter of Commitment shall take effect immediately upon signing and shall not be withdrawn or revoked for any reason without written consent from the Office.

Article Five: This Letter of Commitment shall take effect immediately upon the date of signature (the signature of the Participant's legal guardian, if any, is also required) and seal (not required for natural persons).

Signature of the Participant (for natural person)/Signature of the legal guardian (if any)/Participant (for legal person or organisation)/Seal/Signature by legal representative or person in charge/Signature by authorised representative Date:

Appendix 2: Letter of Authorisation (not required for natural persons)

To: The Office of the Steering Group for the Preparations for the 3rd Asian Youth Games

[] I, the Participant,

[] (printed name and title), Who is the legal

representative/person in charge of [] (name of the Participant),

hereby authorises and entrusts [] (printed name) of [] (name of an internal department of the legal person or other organisation)

to act as the authorised representative of the Participant, in

participating in the solicitation of design proposals for the emblem,

slogan and mascot of the 3rd Asian Youth Games. The signing of all

relevant documents and handling of all relevant matters of the

authorised representative during the solicitation are acted on behalf

of the Participant and shall have the same legal force as acted by

the Participant himself/herself. The Participant will assume all

obligations, responsibilities and consequences arising from the

foregoing acts conducted by the authorised representative. The

authorised representative has no right of sub-authorizing. The

withdrawal or altering of the authorisation by the Participant must

be delivered to the Office in writing, which shall be effective upon

the reception and confirmation by the Office.

Execution of this Letter of Authorisation is hereby authorised and approved.

Name of the authorised representative of the

Participant/Address/Valid ID Number/

Title/ Signature sample of the authorised

representative/Participant/Seal

/Legal representative/Signature of the person in charge

Date:

Appendix 3: Participant Submission Form

Form 1: (for natural persons)

Name		Valid ID Document and Number	
Correspondence Address			
Tel.		Fax	
Email			
<p>The design proposal shall contain:</p> <ul style="list-style-type: none">● Qualification documents and legal documents including: General information of the Participant (required information in this form, and hard copies of the Participant's or the legal guardian's ID) Qualification and legal documents (hard copies of qualifications, certifications, academic certificates, professional certificates, awards certificates, etc.)● Design proposal includes Design sketch Design description Design application work			
Brief description of the Participant's past professional			

achievements (optional, extra pages of no more than 50 pages allowed)

Brief description of the Participant's past experience in designing emblems, slogans and mascots (extra pages of no more than 50 pages allowed)

Past experience and references, and case analysis of past achievements (may include evaluation on the Participant by an independent third party; optional, extra pages of no more than 50 pages allowed)

I have read, understood, and accepted the full content of the Letter of Invitation to the Solicitation of Design Proposals for the Emblem, Slogan and Mascot of the 3rd Asian Youth Games and its appendices, and I guarantee that all the information I have filled in is authentic.

Signature:

Signature of legal guardian (if any):

Date:

Remarks

1. If the Participant has only restricted legal capacity, any of the Participant's submitted documents shall also be signed by his or her legal guardian.
2. Unless otherwise specified as optional, all

	<p>other information needs to be filled in. Any failure to complete the form may lead to disqualification of the proposal.</p>
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Documents to be submitted together with the above submission form include:

1. All documents specified in design proposal shall contain in the above form;
2. Letter of Commitment;
3. For those selected design proposals, if the Participant who submits these proposals is a natural person with non-Chinese citizenship, the Participant should notarise and legalise all the documents to be submitted to the Office;
4. Other documents which the Office deems needed.

Form 2: (for legal persons or other organisations)

Name	
Legal Representative or Person in Charge	
Legal Venue	
Time of Registration	

Correspondence Address		
Tel.		Fax
Email		Official website
Legal Representative or Person in Charge	Name	
	Valid ID Document and No.	
	Correspondence Address	
	Tel.	
	Email	
Authorised Representative	Name	
	Valid ID Document and No.	
	Correspondence Address	
	Tel.	
	Email	
<p>The design proposal shall contain:</p> <ul style="list-style-type: none"> ● Qualification documents and legal documents including: <ul style="list-style-type: none"> General information of the Participant (required information in this form, and business license, organisational code certificate, hard copies of valid ID of the legal representative, person in charge and authoriser) Qualification and legal documents (hard copies of qualifications, certifications, professional certificates, awards 		

certificates, etc.)

- Design proposal includes

Design sketch

Design description

Design application work

Brief description of the Participant's past professional achievements (optional, extra pages of no more than 50 pages allowed)

Brief description of the Participant's past experience in designing emblems, slogans and mascots (extra pages of no more than 50 pages allowed)

Past experience and references, and case analysis of past achievements (may include evaluation on the Participant by an independent third party; optional, extra pages of no more than 50 pages allowed)

The Participant has read, understood, and accepted the full content of the Letter of Invitation to the Solicitation of Design Proposals for the Emblem, Slogan and Mascot of the 3rd Asian Youth Games and its appendices, and the Participant guarantees that all the information filled in is authentic.

Signature of legal representative or person in charge:

Signature of authorised representative:

Seal:	
Date:	
Remarks	Unless otherwise specified as optional, all other information needs to be filled in. Any failure to complete the form may lead to disqualification of the proposal.

Documents to be submitted together with the above submission form include:

1. All documents specified in design proposal shall contain in the above form;
2. Letter of Commitment;
3. Letter of Authorisation;
4. For those selected design proposals, if the Participant who submits these proposals is a non-Chinese legal person or other organisation, the Participant should notarise and legalise all the documents to be submitted to the Office;
5. Other documents which the Office deems needed.