

LICENCE

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

Re: Development of a Poultry Slaughtering and Processing Plant in Hong Kong

1. I/We refer to the Invitation for Expression of Interest in the Development of a Poultry Slaughtering and Processing Plant in Hong Kong dated [●] 2006 issued by the Health, Welfare and Food Bureau for the Government (the “Invitation”).
2. Unless otherwise defined herein, terms and expressions which are defined in the Invitation have the same respective meanings where used in this Licence.
3. In consideration of the Government agreeing in the Invitation to pay HK\$1.00 to me/us upon demand, I/we hereby undertake, acknowledge and agree on the terms set out below.
4. I/We hereby grant to the Government a freely transferable, royalty free, irrevocable, worldwide, perpetual and sub-licensable licence to use, adopt (including making any adaptations within the meaning of the Copyright Ordinance (Cap. 528) (the “CO”)) and modify the expression of interest submitted by me/us and all ideas, proposals and other documents contained in or submitted with the expression of interest (collectively, the “EOI”) and all Intellectual Property Rights subsisting in the EOI for all purposes in respect of or in connection with the Plant. In addition, the Government is entitled:
 - (a) to make use of (including reproduce and publish, display, exhibit and/or make available and to do any other acts set out in paragraphs (a) to (g) of section 22(1) of the CO) the EOI, in whole or in part, in any form for the purpose of public consultation and any subsequent tender or procurement exercise; and

- (b) to use, adopt (including making any adaptations within the meaning of the CO) or develop any idea or proposal put forward in the EOI without acknowledging the source of the material.
5. I/We hereby warrant that:
- (a) the EOI does not contain any materials that may infringe the Intellectual Property Rights of any third party;
 - (b) the use or possession by the Government of the EOI or any part thereof for any purposes contemplated by the Invitation and/or expressed in Clause 4 of this Licence does not and will not infringe the Intellectual Property Rights of any third party;
 - (c) all owners of the Intellectual Property Rights in the EOI have joined in and executed this Licence in favour of the Government; and
 - (d) each party who executes this Licence has or shall have the full right, title, power and authority to grant the licence referred to in Clause 4 above in the Government.
6. I/We further agree that the Intellectual Property Rights in any materials developed by the Government on the basis of the EOI (including any alteration or modification of the EOI) shall vest in and belong to the Government absolutely and immediately upon creation.
7. I/We agree that any assignment made or licence granted by any owners of the Intellectual Property Rights subsisting in the EOI shall be subject to the licence of the Government referred to in Clause 4 above. I/We shall procure that such assignees also impose obligation(s) on the assignees regarding their subsequent assignment(s) of such intellectual property rights to be made subject to the said licence of the Government to the intent that such obligation(s) shall apply to all subsequent assignees.
8. I/We hereby waive and shall procure all authors concerned to waive all moral rights in respect of the EOI to which they may now or at any time in future be entitled under the CO or under any similar law in force from time to time anywhere in the world.
9. I/We shall indemnify and hold the Government harmless from and against any and all claims (whether or not successful, compromised or settled) threatened, brought or established against the Government and all

losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses) which the Government may pay or incur in connection with or arising from a breach of this Licence or any of the warranties given by me/us.

10. I/We shall at the Government's request and at my/our own cost at all times hereafter do all such acts and execute all such documents as may be reasonably necessary or desirable to secure the vesting in the Government of all rights given to the Government hereunder and to assist in the resolution of any question concerning our EOI.
11. Unless the context otherwise requires, "Intellectual Property Rights" in this Licence means patents, copyright, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatever nature and wherever arising, whether now known or hereafter created and in each case whether registered or unregistered and including applications for the grant of any such rights.
12. We agree that all parties who have executed this Licence are jointly and severally liable for the obligations imposed and warranties given in this Licence.
13. This Licence shall be governed by and construed in accordance with the laws from time to time in force in Hong Kong and I/we agree to submit to the jurisdiction of the Hong Kong courts.
14. This Licence is duly executed by me/us under hand on [●] 2006 and shall take effect on such date.

*Signed by [insert name of Director],
Director,
for and on behalf of [insert name of the company]

*Signed by [insert name of Director],
Director,
for and on behalf of [insert name of the company]

**Signed by [insert name of individual]

**Signed by [insert name of individual]

***Signed by [insert name of partner],
Partner,
for and on behalf of [name of partnership]

***Signed by [insert name of partner],
Partner,
for and on behalf of [name of partnership]

Remarks:

1. *Please refer to Clause 5(c) above.*
2. * *For execution by an incorporated entity.*
** *For execution by an individual or a sole proprietor.*
*** *For execution by a partner of a partnership*