

承諾函

Commitment Letter



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Commitment Letter

I [The promisee (signature)____]as the applicant for the solicitation activity of emblem for the 3rd Asian Beach Games (hereinafter referred to as the “promisee”) have read and understood each of the obligations in *Solicitation Notice of Emblem for the 3rd Asian Beach Games*, (hereinafter referred to as *Solicitation Notice*) and hereby declare that I agree, freely and without any mental reservation or purpose of evasion to participate in the solicitation activity of emblem in accordance with its requirements, and voluntarily make to the 3rd Asian Beach Games Organizing Committee (hereinafter referred to as “HABGOC”) the following commitments:

1. The bidding work submitted to HABGOC (hereinafter referred to as bidding work) is original in nature and designed independently according to the requirements of the *Solicitation Notice*.

The promisee guarantees that the bidding work is produced neither by distorting, falsifying, plagiarizing or pirating others’ works, nor by adapting, translating, annotating or piecing others’ together.

If the bidding work belongs to the infringing types that the provision of the preceding paragraph have stipulated, the promisee is willing to undertake the full responsibilities (including but not limited to civil, administrative and criminal responsibilities) .

2. Prior to signing the *Commitment Letter*, the bidding work has not been published at any place and in any form by the promisee, nor published or used at any place and in any form by any authorized third party (including legal persons, natural persons and other organizations, the same below).

3. From the date of signing the *Commitment Letter*, besides submitting the bidding work to HABGOC, it will neither be published or used at any place and in any form by the promisee, nor be published or used at any place and in any form by any authorized third party.

4. The promisee confirms that the bidding work consists of the design picture, name, creative ideas, CD and all relevant documents of the emblem.

5. The promisee confirms that the bidding work was created under the commission of HABGOC, who has the exclusive copyrights of the work. Except the right of authorship, the promisee clearly recognizes that HABGOC has all the copyrights of the work stipulated by "Copyright Law of the People's Republic of China", including but not limited to:

- (1) the right of publication;
- (2) the right of modification;
- (3) the right of integrity;
- (4) the right of reproduction;
- (5) the right of issue;
- (6) the right of rental;
- (7) the right of exhibition;
- (8) the right of performance;
- (9) the right of showing;
- (10) the right of broadcast;
- (11) the right of communication through information network;
- (12) the right of making cinematographic work;
- (13) the right of adaptation;
- (14) the right of translation;

(15) the right of compilation;

(16) any other rights the copyright owner is entitled to enjoy stipulated by "Copyright Law of the People's Republic of China".

The promisee confirms that HABGOC is entitled to exercise the aforesaid copyrights in any way, and HABGOC is also entitled to authorize any third party to exercise and /or transfer wholly or partly the aforesaid (4)-(16) copyrights.

6. The promisee confirms that all the copyrights enjoyed by HABGOC in the *Commitment Letter* will be transferred to OCA for free after the completion of the 3rd Asian Beach Games.

7. The promisee acknowledges and agrees that HABGOC is able to use the work or authorize any third party to use the work without citing its title and author.

8. The promisee acknowledges and agrees that HABGOC has the rights to modify the work in any way without the approval of the promisee.

9. The promisee acknowledges and agrees that HABGOC is entitled to exploit the work in any way and for ever. Without the approval of HABGOC, any party including the promisee has no rights to use the work in any way.

10. The promisee confirms that all the intellectual property rights (including but not limited to copyrights, trademarks, patents, etc.) generated by using the work in any way will be enjoyed by HABGOC.

11. The promisee confirms that HABGOC will not pay any extra money to the promisee except the prize that stipulated in the *Solicitation Notice*.

12. The promisee fully acknowledges that the work submitted will not be given back, even if the promisee is disqualified.

13. The promisee acknowledges and agrees that the ownership of the original work submitted to the HABGOC will be transferred to HABGOC for free immediately.

14. The promisee acknowledges and agrees that the solicitation activity of emblem for the 3rd Asian Beach Games (including but not limited to *Solicitation Notice*, *Commitment Letter*, etc., the same below) is applicable to the law of the People's Republic of China.

15. The promisee acknowledges and agrees that any dispute and difference arising from the solicitation activity of emblem for the 3rd Asian Beach Games and any other relevant activities shall be settled by friendly negotiation; If the negotiation fails, either party has the right to appeal to the Yantai Arbitration Committee for arbitration, and the current rules of the Committee will be applied effectively. The arbitration will take place in Yantai City, the official language is Chinese, and its decision is final and shall be binding on both parties. The promisee agrees to execute the arbitral award completely and in time.

16. If the promisee contravenes any provisions of the *Committee Letter* that is called to account by HABGOC, the promisee, therefore, agrees to bear all the expenses (including but not limited to arbitration fees, litigation costs, lawyer-retaining fees and other direct or indirect economic losses).

17. The promisee acknowledges and agrees, if the *Commitment Letter* is conflicted with the contents of the bidding work, the terms in the *Commitment Letter* prevail.

18. The promisee guarantees that the *Commitment Letter* will be irrevocable in any way.

19. This *Commitment Letter* will take effect immediately after the promisee duly signed (signature or seal or signature and seal).

The Promisee (Signature or Seal):

Signing Date:



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