

**Provision of Consultancy Services in respect of  
Promoting and Developing Hong Kong's Interests in Poland**

**Consultancy Brief**

1. **OBJECTIVES**

- 1.1 The Hong Kong Economic and Trade Office Berlin (“**HKETO Berlin**”) of the Government of the Hong Kong Special Administrative Region (“**Government**”) wishes to appoint a consulting firm (“**Consultant**”) to provide consultancy services (“**Consultancy Services**”) to promote the interests of the Hong Kong Special Administrative Region (“**Hong Kong**”) in and strengthen the Government’s bilateral relations with Poland under the “Belt and Road Initiative”. The services to be provided by the Consultant, the “**Consultancy Services**”, and this consultancy is referred to as the “**Consultancy**”.
- 1.2 The “Belt and Road Initiative” refers to the Silk Road Economic Belt and 21st Century Maritime Silk Road, a significant development strategy launched by the government of the People’s Republic of China (“**China**”) with the intention of promoting economic co-operation among Asian, European and African countries along the routes. Further information about the “Belt and Road Initiative” and the role of Hong Kong thereunder is available in the document entitled “Vision and Actions on Jointly Building the Silk Road Economic Belt and 21st Century Maritime Silk Road” issued by the National Development and Reform Commission, Ministry of Foreign Affairs as well as Ministry of Commerce of China on 28 March 2015 (available at [http://en.ndrc.gov.cn/newsrelease/201503/t20150330\\_669367.html](http://en.ndrc.gov.cn/newsrelease/201503/t20150330_669367.html)) and the Belt and Road online portal of the Hong Kong Trade Development Council at <http://beltandroad.hktdc.com/en/index.aspx>.
- 1.3 The objectives of the Consultancy are to engage the Consultant to:
- (a) promote and strengthen the bilateral relations between Hong Kong and Poland, including without limitation government-to-government, business-to-business and people-to-people;
  - (b) promote Hong Kong in Poland, in particular:
    - (i) as a gateway to Asia, especially China;

- (ii) strengths in financial and professional services, transportation and logistics sectors, and innovation and creative industries; and
- (iii) as a preferred destination for education, major conventions and exhibitions, as well as tourism;
- (c) promote Hong Kong's role in the implementation of the "Belt and Road Initiative", and the opportunities thereunder; and
- (d) promote inward direct investments to Hong Kong by companies in Poland.

## 2. SCOPE OF THE CONSULTANCY

With reference to the objectives in paragraph 1, a Consultant shall:

- (a) advise the Government on the strategies and actions in promoting and developing the economic and cultural interests of Hong Kong in Poland;
- (b) gather intelligence and information, as well as conduct research as requested by the Government, on the political landscape, legislative and administrative activities, foreign and economic policies, market conditions and opportunities, as well as social and cultural affairs in Poland, especially those relating to or having an impact on Asia, China and Hong Kong;
- (c) monitor media reports in Poland about Hong Kong;
- (d) establish and maintain a good network and close contacts with political and opinion leaders, business community and the media in Poland, including without limitation government officials and advisors, members of parliament and their assistants, politicians, chambers of commerce, trade councils, business associations, think tanks, publishing houses, academia, arts and cultural institutions as well as other quasi-government and non-government organisations;
- (e) identify companies in Poland with potential to set up new business(es) or expand their existing operations in Hong Kong and having interest in keeping in contact with the Government;

- (f) arrange meetings and visits at such times as requested by the Government with individuals, companies and/or organisations referred to in subparagraphs (d) and (e) above for the Government and/or business delegations from Hong Kong;
- (g) identify and recommend business and cultural events in Poland for the Government's participation, such as conferences, trade fairs, seminars, festivals, performances, exhibitions and speaking engagements;
- (h) organise business and cultural events in Poland as requested by the Government, regardless of whether such activities are organised or hosted wholly by the Government or jointly with other entities; and
- (i) provide logistics support as requested by the Government for visits of officials of the Government and/or business delegations from Hong Kong to Poland and vice versa, including without limitation accompany as well as reservation of accommodation, transportation, photography and simultaneous interpretation.

### 3. DELIVERABLES OF THE CONSULTANCY SERVICES

#### 3.1 The Consultant shall:

- (a) within thirty (30) calendar days from the commencement of the Consultancy Agreement in Poland:
  - (i) submit a work plan on paragraph 2(a), (e), (g) and (h) above during the Consultancy Period as defined in paragraph 5.1 below;
- (b) on the last working day of each calendar month in Poland:
  - (i) submit a report on the intelligence and information gathered under paragraph 2(b); and
  - (ii) submit a report on the performance of the tasks in paragraph 2;
- (c) every three (3) calendar months in Poland:

- (i) identify 15 companies in Poland for the purpose of paragraph 2(e) and deliver the company information and contact details to the persons designated by the HKETO Berlin; and
  - (ii) update the HKETO Berlin's database of contacts in Poland; and add to the said database contacts established under paragraph 2(d) and (e);
- (d) every day from Monday to Friday, irrespective of whether it is a working day or not in Poland:
- (i) report on significant political and economic issues in Poland, for example, change in senior political appointees, announcement of significant economic or finance policies, announcement of major economic figures; and
- (e) as and when requested by the Government:
- (i) submit a report on the result of the research conducted under paragraph 2(b);
  - (ii) provide advice (oral and/or written, including without limitation briefings, presentations, written reports) in relation to the Consultancy Services;
  - (iii) provide written advice in response to any question or request made by the Government in relation to the Consultancy Services; and
  - (iv) meet with the Government, including without limitation face-to-face meeting or through electronic means.

3.2 All deliverables in paragraph 3.1 (“**Deliverables**”) shall be in English.

3.3 All Deliverables shall be submitted to the satisfaction of Government. The Deliverables to be prepared and furnished by Consultant shall, when submitted to Government, be the detailed drawings, plans and report of the Consultant's findings and recommendations and shall be accompanied by all such designs, drawings, dimensions, plans, specifications, software, computerised model and other supporting and explanatory documents as may be necessary or required by the

Government for the examination and consideration of the contents thereof.

- 3.4 The Government may at any time during the Consultancy Period (defined in paragraph 5.1) revise any of the Deliverables in paragraph 3.1. All Deliverables shall be submitted within such times as directed by the Government. Time is of essence.
- 3.5 None of the Deliverables which are required to be in writing shall be deemed to have been completed until and unless the Government have confirmed acceptance in writing.

#### 4. THE CONSULTANT AND CONSULTING TEAM

4.1 The Consultant must:

- (a) be a legal entity duly registered or incorporated in Poland having the legal capacity to enter into a consultancy agreement for the performance of the Consultancy Services (“**Consultancy Agreement**”) and perform the Consultancy Services;
- (b) have an extensive network of contacts in, and be capable of working closely with, individuals, companies and organisations as aforementioned in paragraph 2(d); and
- (c) have experience in assignments which involved tasks similar to those of the Consultancy Services.

4.2 For the purposes of paragraph 4.1(a), if the Consultant is incorporated elsewhere than in Hong Kong, the Consultant is required to submit to the satisfaction of the Government prior to the commencement of the Consultancy Agreement an opinion obtained from a lawyer qualified in the jurisdiction of incorporation and acceptable to the Government on the following and otherwise in such form as shall be required by the Government:

- (a) that the Consultant is duly incorporated and validly existing under the relevant law and has full power and authority to carry on the business as it is now being conducted;
- (b) that the Consultant has the power to enter into and perform the proposed Consultancy Agreement with the Government and that it has taken all necessary corporate legal actions to authorise the

entry into and performance of the proposed Consultancy Agreement;

- (c) that the proposed Consultancy Agreement with the Government will, upon execution by the authorised signatory or attorney of the Consultant constitute the legal, valid and binding obligation of the Consultant in the jurisdiction of incorporation.

4.3 The Consultant shall deploy suitably qualified persons with relevant experience (“**Consulting Team**”) to perform the Consultancy Services. The Consulting Team shall comprise one team leader (“**Lead Consultant**”) and other members (“**Supporting Consultants**”).

4.4 The Lead Consultant:

- (a) must be fluent in written and spoken English and Polish; and
- (b) shall perform the role of liaison officer for communicating with the Government and be easily contactable by the Government.

4.5 Members of the Consulting Team with knowledge or experience of living or doing business in or with Hong Kong or the Mainland of China are preferred, but not mandatory.

4.6 The deployment and change of any member of the Consulting Team shall be subject to the prior written approval of the Government. The Government reserves the right to require the replacement of any member of the Consulting Team.

4.7 The Consulting Team shall use all proper and professional skill, care and diligence and shall, where necessary, draw upon the service of other experts of the Consultant outside the Consulting Team, in the performance of the Consultancy Services and the discharge of all duties and obligations under the Consultancy Agreement.

## 5. DURATION

5.1 The Consultancy Agreement is expected to commence on 1 October 2016 or on such date as may be agreed between the Government and the Consultant. It shall continue for a term of twelve (12) months (referred to as the “**Consultancy Period**”).

6. CONSULTANCY FEE AND TERMS OF PAYMENT

6.1 Subject to the Consultant performing the Consultancy Services to the satisfaction of the Government and in accordance with the provisions of the Consultancy Agreement, the Government shall pay the Consultant in consideration for the performance of the Consultancy Services a fixed lump sum fee (“**Consultancy Fee**”) by twelve (12) equal instalments on a monthly basis. If required, save for the last instalment which shall be rounded up, each instalment shall be rounded down.

6.2 The Consultancy Fee shall be inclusive of all fees, costs, charges and disbursements incurred by the Consultant in the performance of the Consultancy Services, including without limitation travelling and hotel accommodation expenses; all office, long distance telephone calls, facsimile and postal expenses; the costs and expenses incidental to the Consultant’s attendance of meetings; the giving of presentations and briefings; as well as the licence fees and/or royalties payable by the Consultant in connection with the permitted use of any third party Intellectual Property Rights (as defined in paragraph 13.9 below) in the performance of Consultancy Services. The Consultancy Fee shall also be inclusive of any and all fees, costs, charges and disbursements that may be incurred by the Consultant in appointing or engaging any permitted sub-contractors, advisors, experts or other agents to provide any part of the Consultancy Services, or to advise or assist in relation thereto. The Consultant shall solely be responsible for all costs and expenses of its permitted sub-contractors, advisors, experts and agents. Subject to paragraph 6.4 below, no expenses shall be reimbursed by the Government on top of the Consultancy Fee, including charges which may be incurred if the Consultancy Fee payable by the Government to the Consultant is arranged by telegraphic transfer to a bank account nominated by the Consultant. There will be no adjustment to the Consultancy Fee for any changes in the price or cost of any expenses of the Consultant.

6.3 Any payment of the Consultancy Fee by the Government shall be without prejudice to or any implication whatsoever for any rights or cause of action which has or may have accrued, or which may accrue, or any remedy available, to the Government in respect of any non-compliance whatsoever of the Consultancy Agreement by the Consultant.

6.4 The Consultant may be reimbursed monthly in arrears for the following expenses:

- (a) costs of the events organised under paragraph 2(h) such as participation fee, venue and equipment rental, decoration, food and beverages, invitation management; and
- (b) costs of services reserved for the Government under paragraph 2(i) such as accommodation, transportation, photography and simultaneous interpretation.

6.5 The Government reserves its rights, in its absolute discretion, not to reimburse, in whole or in part, the Consultant expenses under paragraph 6.4 unless:

- (a) written approval from the Government is obtained before the expenses are incurred;
- (b) invoices or receipts of the expenses are duly presented to the Government; and
- (c) the amounts in the invoices or receipts are no higher than those approved by the Government under subparagraph (a).

6.6 The Consultancy Fee and reimbursement of expenses shall be paid in Euro. Unless otherwise agreed between the Government and the Consultant in writing, the Government should use the relevant European Central Bank reference exchange rate on the date on which the expenses are incurred to settle the expenses reimbursable under paragraph 6.4.

6.7 The Consultant shall invoice the Government for each instalment of the Consultancy Fee and reimbursement of expenses under paragraph 6.4. An invoice shall only be issued by the Consultant to the Government after the acceptance to the satisfaction of the Government of the Consultancy Services performed by the Consultant. All invoices, supporting documents and correspondence concerning payment should be addressed to:

Hong Kong Economic and Trade Office Berlin  
The Government of the Hong Kong Special Administrative Region  
Jaegerstrasse 33  
10117 Berlin  
Germany

The Government shall not be held responsible for any delay in payment if invoices, supporting documents and correspondence are not so addressed.

- 6.8 Invoices submitted by the Consultant shall, subject to other provisions of the Consultancy Agreement, be settled by the Government within thirty (30) working days after its receipt.
- 6.9 The Government is entitled to withhold the payment of any portion of the Consultancy Fee and reimbursement of expenses under paragraph 6.4 in the event that:
- (a) any of the Consultancy Services is not performed to the satisfaction of the Government;
  - (b) that portion of the Consultancy Fee or expenses is disputed by the Government on reasonable ground;
  - (c) the Government has reasonable ground to believe that the Consultant is or will be liable to the Government under the indemnity clause for the loss or damage suffered by the Government; or
  - (d) the withholding is required by any applicable law.
- 6.10 Where the Consultant has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may, without prejudice to any rights or remedies the Government may have, set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Consultant under the Consultancy Agreement or any other contracts.
- 6.11 The Government shall have the right to disclose to any person whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit:
- (a) the fees, costs and expenses payable by the Government for engaging the Consultant; and
  - (b) the fee proposal submitted by the Consultant.

7. SUBMISSION OF PROPOSAL

7.1 Interested parties (“**Applicant(s)**”) are invited to submit consultancy proposals (“**Consultancy Proposal(s)**”) for the Consultancy Services. Each Applicant must submit only one (1) Consultancy Proposal in English consisting of a technical proposal (“**Technical Proposal**”) and a fee proposal (“**Fee Proposal**”).

7.2 One (1) original and four (4) photocopies of the Technical Proposal should be put in a sealed envelope marked “Technical Proposal – Provision of Consultancy Services in respect of Promoting and Developing Hong Kong’s Interests in Poland”, while one (1) original and four (4) photocopies of the Fee Proposal should be put in a separate sealed envelope marked “Fee Proposal – Provision of Consultancy Services in respect of Promoting and Developing Hong Kong’s Interests in Poland”.

7.3 The Consultancy Proposal must be delivered, either by post or in person, to the following address no later than 17:00 hours on 5 August 2016 (Berlin date and time) (“**Proposal Closing Date**”):

Hong Kong Economic and Trade Office Berlin  
The Government of the Hong Kong Special Administrative Region  
Jaegerstrasse 33  
10117 Berlin  
Germany

7.4 Late Consultancy Proposals (including those posted prior to but received after the Proposal Closing Date) and proposals submitted other than by post or in person will not be considered.

7.5 The Consultancy Proposal must include the following information and the annexes below completed in full:

(1) Technical Proposal

(a) A detailed description of the Applicant, including its date of establishment, number of employees, turnover volume, membership in organisations (such as chambers of commerce, trade councils and business associations), expertise (including qualifications/attributes, political reach) and experience in assignments which involved tasks similar to those of the Consultancy Services

(together with sample of advice rendered in the past, if applicable and possible) as described in paragraph 4.1(c).

- (b) A detailed description of the Applicant's contacts as described in paragraph 4.1(b) to demonstrate the firm's ability to deliver the Consultancy Services.
- (c) Demonstration of the Applicant's knowledge of Hong Kong, the Mainland of China and the rest of Asia, as well as the challenges, economic and trade issues and policies affecting the interests of Hong Kong in Poland.
- (d) A detailed description of the plan as to how the Applicant will carry out the Consultancy Services.
- (e) A detailed description of the resources to be allocated for the provision of the Consultancy Services.
- (f) Structure and profile of members of Consulting Team, including:
  - (i) name, title and curricula vitae showing the relevant qualifications, capabilities and experience of all members to be engaged in the consultancy; and
  - (ii) the respective role, period of engagement and expected time involvement of each member of the Consulting Team in man-days.
- (g) An indication of whether any sub-contractor is proposed to be engaged to assist in carrying out the Consultancy Services and if so, details of the proposed sub-contractor(s), roles of the sub-contractor(s), and detailed proposals on how the Applicant would manage the sub-contractor(s).
- (h)
  - (i) A list of clients currently served by the Applicant;
  - (ii) a list of potential clients who are now engaged in active discussion with the Applicant;

- (iii) a list of previous clients in the three years immediately prior to the Proposal Closing Date; and
  - (iv) a declaration whether any of the clients listed in (i) to (iii) have or may have any interest which conflicts or competes, or may conflict or compete, with any interest of the Government and/or with any of the duties of the Consultant under the Consultancy Agreement, or a negative statement if there is no such interest.
- (i) A statement as to whether the proposed services to be rendered to the Government would, in any way, violate the laws or administrative regulations concerning ethnics and conflicts of interest in Hong Kong and Poland.
  - (j) For the purposes of paragraph 6.11, a Consent to Disclosure in the form and substance as shown in **Annex A** shall be completed and signed.
  - (k) A declaration of whether there is any litigation, proceeding, inquiry, claim or allegation whatsoever, actual or threatened, against or involving the firm or its proposed sub-contractor(s); the existence of any breach or default, or alleged breach or default, of any agreement, order or award binding upon the Applicant's or its proposed sub-contractor(s); and any other matters which may materially affect the Applicant's ability to conduct the Consultancy, or which may lead to criticism of or embarrassment to the Government for selecting the firm, or a negative statement if there is no such matter to be declared.

(2) Fee Proposal

Each Applicant must complete **Annex B** to set out the proposed Consultancy Fee in Euro.

7.6 All Consultancy Proposals are submitted on the understanding that the Government will not be liable to pay for any costs and expenses arising out of or in connection with their preparation and submission or in explaining or clarifying their Consultancy Proposals.

7.7 After submission of the Consultancy Proposals, the Applicants shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Consultancy Proposal or this invitation to submit Consultancy Proposals. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of consultant firms thereto shall be in writing or formally documented in writing.

8. ASSESSMENT OF THE CONSULTANCY PROPOSAL

8.1 Consultancy Proposals will be assessed by an assessment panel. Technical Proposals and Fee Proposals will be assessed separately, and will carry a weight of 60% and 40% respectively in the overall assessment of the Consultancy Proposals.

8.2 Technical Proposals will be first assessed and scores will be given thereto (“**Technical Scores**”) according to the following criteria:

(a) the Applicant’s expertise including political reach, access to information/intelligence, experience in assignments which involved tasks similar to those of the Consultancy Services, and knowledge of Hong Kong, the Mainland of China and the rest of Asia as referred to in paragraphs 7.5(1)(a) to (c) (maximum 50 scores);

(b) the Applicant’s plan for and resources to be allocated for the provision of the Consultancy Services as referred to in paragraphs 7.5(1)(d), (e) and (g) (maximum 30 scores); and

(c) experience and qualification of the Consulting Team as referred to in paragraph 7.5(1)(f) (maximum 20 scores).

8.3 An Applicant must attain not less than 50% of the scores for each of the criteria in paragraphs 8.2(a) to (c), otherwise the Applicant’s Fee Proposal will not be evaluated and the Applicant’s Consultancy Proposal will not be considered further.

8.4 The total scores of a Consultancy Proposal will be calculated according to the following formula:

$$\frac{\text{Technical Scores of the Consultancy Proposal}}{\text{Highest Technical Scores among all Consultancy Proposals}} \times 60 + \frac{\text{Lowest proposed Consultancy Fee among all Consultancy Proposals}}{\text{Proposed Consultancy Fee of the Consultancy Proposal}} \times 40$$

- 8.5 Applicants may be invited to attend an interview and present their Consultancy Proposals to the assessment panel. The interview may be conducted in Berlin, in Warsaw/Budapest, or through electronic means, as decided by the Government. Applicants shall bear all costs and expenses arising out of or in connection with the interviews (including travelling and hotel accommodation), irrespective of whether or not their Consultancy Proposals are successful. Results of the interviews (if any) will be taken into account in the selection of the Consultant to render the Consultancy Services to the Government.
- 8.6 The Government reserves the right, in its absolute discretion, not to accept the Consultancy Proposal with the lowest Consultancy Fee or any Consultancy Proposal, and the right to accept a Consultancy Proposal submitted in response to this invitation for the whole or any part of the consultancy. The Government is under no obligation to discuss the evaluation or evaluation result of any Consultancy Proposal with any person.
- 8.7 The Government reserves the right to amend the terms of this Consultancy Brief in its sole discretion at any time prior to entering into a binding agreement with the Consultant.
- 8.8 The Government reserves the right to negotiate with the Applicants over the terms of their Consultancy Proposals.
- 8.9 Restriction or limitations proposed by any Applicant or any member of the Consulting Team which seek to limit or avoid the responsibility of the Consultant in contract, tort or otherwise for failing to exercise the skill and care required by the Consultancy Agreement or reasonably expected of the Consultant or any member of the Consulting Team in any circumstance may render the Consultancy Proposal non-compliant in the absolute discretion of the Government.

9. CONTROL OF THE CONSULTANT

- 9.1 Throughout the Consultancy Period, the Consultant shall report to any person as designated by the Government or the HKETO Berlin (“**Government Representative**”), and take instructions from him/her on matters appropriate to fulfil the requirements of the Consultancy Services. The Government or the HKETO Berlin may designate person other than the Government Representative to liaise with the Consultant and issue instructions on his/her behalf from time to time.
- 9.2 The Consultant shall coordinate its efforts with other firms or organisations engaged by the Government. The Consultant shall, whenever required by the Government, attend meetings with the Government, its designated party/parties, and any other parties as may be directed by the Government to discuss the progress of the Consultancy Services and the work done by or to be assigned to the Consultant. The Consultant shall respond to any questions or requests made by attendants of any of the aforesaid meetings and advise and assist the Government and its designated party/parties on all matters relating to its duties and the Consultancy Services under the Consultancy Agreement.
- 9.3 The Consultant shall provide professional advice and responses to any questions or requests made by the Government and its designated party/parties in relation to the Consultancy Services.
- 9.4 The Consultant shall comply with all reasonable instructions made by the Government and its designated party/parties in the performance of the Consultancy Services.

10. SUB-CONTRACTING

The Consultant shall not, without the prior written consent of the Government, sub-contract, assign or otherwise dispose of the whole or any part or parts of the Consultancy Services to any person whatsoever, or purport to do so. If any part of the Consultancy Services is sub-contracted to any person with the Government’s approval, the Consultant shall remain liable for any act or omission of such person as if such act or omission were its own.

11. CONFLICT OF INTEREST

- 11.1 The Consultant shall during the Consultancy Period and for six (6) months thereafter:

- (a) ensure that it (including its associates and associated persons, each and every member of Consulting Team and each of its permitted sub-contractors and their associates and associated persons involved in the Consultancy Services) shall not undertake any service, task or job or do anything whatsoever for or on behalf of third party (other than in the proper performance of the Consultancy Agreement) which conflicts, or which may be seen to conflict, with the Consultant's duties to the Government under the Consultancy Agreement; and
- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Consultant, any of its permitted sub-contractors, any member of the Consulting Team or any of their respective associates or associated persons conflict or compete, or may conflict or compete, directly or indirectly, with any interest of the Government and/or with any of the duties of the Consultant to the Government under the Consultancy Agreement.

11.2 The Consultant shall provide the Consultancy Services to the Government on an impartial basis without giving favour to any particular product, services or equipment in which the Consultant, any of its permitted sub-contractors, any member of the Consulting Team or any of their respective associates or associated persons has or may have any financial, professional, commercial, personal or other interests. The Consultant shall notify the Government in writing immediately upon knowing of any actual or potential, direct or indirect financial, professional, commercial, personal or other interests, which such persons have or may have in, or of any association or connection such persons have or may have with, any of the products, services or equipment proposed or recommended by the Consultant under the Consultancy Agreement.

11.3 The Consultant shall procure its associates and associated persons, its permitted sub-contractors, each member of the Consulting Team, as well as its professional advisers, directors, officers, employees and agents who are involved in the provision of the Consultancy Services to execute a legally binding written undertaking in favour of the Consultant and the Government jointly and severally in a form prescribed by the Government agreeing to observe paragraphs 11.1 and 11.2 and the Consultant shall provide the original or certified true copies of all such

undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the Government in their enforcement.

- 11.4 The Consultant shall ensure that its associates and associated persons, each of its permitted sub-contractors, each member of the Consulting Team and their associates and associated persons shall keep themselves informed and shall inform the Consultant and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of such persons conflict or compete, or may conflict or compete, with the Consultant's duties to the Government under the Consultancy Agreement.
- 11.5 The Consultant, its associates and associated persons, as well as any member of the Consulting Team and his associates and associated persons shall be debarred from participating in or submitting any bid or tender, or being engaged or otherwise interested or involved in any manner in any subsequent exercise for the procurement for any goods and/or services arising out of or in relation to the subject matter of the Consultancy Services.
- 11.6 For the purposes of the Consultancy Services:
- (a) "associate" of any person means:
    - (i) a relative or partner of that person;
    - (ii) a company one or more of whose directors is in common with one or more of the directors of that person; or
    - (iii) a person who acts according to the instructions, directions or wishes of that person;
  - (b) "associated person" in relation to another person means:
    - (i) any person who has control, directly or indirectly over the other; or
    - (ii) any person who is controlled, directly or indirectly, by the other; or

- (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above;
- (c) “control” in relation to another person means the power of a person to secure:
  - (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or
  - (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
  - (iii) by virtue of being or holding office as a director in that or any other person,  
  
that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;
- (d) “director” means any person occupying the position of director by whatever name called and includes without limitation a de facto or shadow director;
- (e) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parents and a step child to be a child of both the natural parents and of any step parent.

## 12. CONFIDENTIALITY

- 12.1 All materials and data furnished by or on behalf of the Government in connection with the Consultancy Agreement and the terms and conditions of the Consultancy Agreement shall be treated as confidential information (“**Confidential Information**”). The Consultant shall not, during the continuance of the Consultancy Agreement or at any time thereafter, disclose to any person (including without limitation any associates or associated persons, directors, officers, employees or agents of the Consultant who are not members of the Consulting Team, except to the senior management, legal and compliance personnel and auditors of the Consultant and then only on a need-to-know basis) any

Confidential Information, provided that the restrictions on disclosure contained in this paragraph shall not apply to the disclosure of:

- (a) any information to any members of the Consulting Team in circumstances where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Consultancy Agreement;
- (b) any information already known to the recipient other than as a result of disclosure by a breach of the confidentiality obligation by the Consultant, its associates or associated persons, directors, officers, employees, agents or any member of the Consulting Team or its sub-contractors including without limitation professional advisers;
- (c) any information which is or becomes public knowledge other than as a result of disclosure by a breach of the confidentiality obligation by the Consultant, its associates or associated persons, directors, officers, employees, agents or any member of the Consulting Team or its sub-contractors including without limitation professional advisers;
- (d) any information in circumstances where such disclosure is required pursuant to any law, regulation, rule of any relevant stock exchange, or order of a court or arbitral authority of competent jurisdiction;
- (e) any information to the Consultant's permitted sub-contractors, professional advisers, directors, officers, employees or agents where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Consultancy Agreement; or
- (f) any information with the prior written consent of the Government.

The Government shall have the right to determine in good faith at any time whether any information is within that described in (b), (c) or (e) and the Consultant shall comply with that determination. For the purpose of (e) above, if at the time the Government discloses the information to the Consultant, the Government does not expressly state that the information cannot be distributed to the persons named in (e) above, the Government shall be deemed to have consented to the disclosure of that information to those persons but such disclosure shall

be strictly limited to the performance of the Consultant's duties and obligations under the Consultancy Agreement.

- 12.2 Any disclosure permitted under paragraph 12.1 shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in paragraph 12.1 and the Consultant shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.
- 12.3 The Consultant shall not make use of or reproduce any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to the Consultancy Agreement furnished by or on behalf of the Government other than in the performance of the Consultant's obligations under the Consultancy Agreement and shall not make use of the Deliverables or any Materials (as defined in paragraph 13.9) or computer models produced or created in relation to the performance of the Consultant's obligations under the Consultancy Agreement other than in the performance of the Consultant's obligations under the Consultancy Agreement or with the prior written consent of the Government.
- 12.4 The Consultant shall not without the prior written consent of the Government publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical, film, video, or other medium, any confidential information relating to the Consultancy Services (including without limitation the advice provided by the Consultant or the duties undertaken by the Consultant under the Consultancy Agreement).
- 12.5 The Consultant shall inform every person to whom any information, report, chart, document, plan, software, data or other particulars or information relating to the Consultancy Agreement is disclosed pursuant to this paragraph of the restrictions on reproduction and disclosure attaching to such information and the Consultant shall require such a person to notify the same restrictions to any other person to whom it makes any such disclosure.
- 12.6 The Consultant shall procure its associates and associated persons, its permitted sub-contractors, each member of the Consulting Team and its professional advisers, directors, officers, employees and agents referred to in paragraph 12.1(e) above to execute a legally binding written undertaking in favour of the Consultant and the Government jointly and severally in a form prescribed by the Government agreeing not to

disclose any such Confidential Information and the Consultant shall provide the original or certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the Government in their enforcement.

- 12.7 The Consultant shall protect the Confidential Information using not less than the same standard of care the Government applies to their Confidential Information and shall at its own expense take such measures as are necessary, whether by adequate security systems, legal proceedings or otherwise, to ensure compliance with the confidentiality obligation.
- 12.8 The Government may request the Consultant in writing at any time that any Confidential Information disclosed pursuant to the terms of this paragraph and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Consultant shall comply with any such request from the Government within seven (7) days of receipt of such request.
- 12.9 The Consultant shall be liable to pay the Government damages, at law or in equity, in respect of any breach of its confidentiality obligation hereunder. If the Consultant has made profits in breach of its confidentiality obligation, the Consultant shall account to the Government for all the profits derived from the use of the Confidential Information.
- 12.10 The Consultant acknowledges that a breach of the confidentiality obligation by the Consultant shall entitle the Government to equitable relief including injunction. Such remedy shall not be deemed to be the exclusive remedy for such breach but shall be in addition to all other remedies available at law.
- 12.11 The Consultant also undertakes that it shall not, and shall not permit any members of the Consulting Team, any of the officers, employees and agents of the Consultant or the permitted sub-consultants to make any public announcement about the Consultancy Services or the Consultancy Agreement, whether in the form of press release, advertising or

promotion materials, public communications or otherwise, whether alone or in conjunction with any other person without first consulting with and obtaining the prior written approval from the Government.

12.12 The Consultant shall indemnify the Government in full and keep the Government harmless from and against any and all losses, damages, claims, costs, expenses and liabilities which the Government may suffer, incur or sustain in connection with or arising out of any breach of confidence by:

- (a) the Consultant, any agents, member of the Consultancy Team, contractors, or sub-consultants engaged by the Consultant;
- (b) any person employed or engaged by any of the persons mentioned in subparagraph (a) above; or
- (c) any persons to whom any of the persons mentioned in subparagraphs (a) or (b) above discloses the Confidential Information.

### 13. INTELLECTUAL PROPERTY RIGHTS

13.1 Subject to paragraph 13.4, the Materials and all the Intellectual Property Rights (as defined in paragraph 13.9 below) in the Materials shall vest in and belong to the Government absolutely at the time they come into existence. The Consultant shall not use or reproduce any of the Materials except for the performance of the Consultancy Services or with the prior written approval of the Government.

13.2 In the event and to the extent that any of the Materials and Intellectual Property Rights in the Materials is deemed for any reason not to vest in the Government pursuant to paragraph 13.1, then, upon request by the Government, the Consultant shall forthwith, free of any charge to the Government, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the Government free of any encumbrance or compensation to the Consultant.

13.3 The Consultant hereby waive and will procure their agents, employees and members of the Consulting Team to waive all moral rights in the Materials, to which they may now or at anytime be entitled under the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong) and under any similar law in force from time to time anywhere in the world and the

Consultant declares that such waiver to operate in favour of the Government, its licences, assigns and successors in title.

- 13.4 The provisions of paragraph 13.1 shall not apply to the following type of property (“**Licensed Property**”), namely any information or materials which are or were produced or created in relation to services, other than the Consultancy Services or other services provided to the Government, and which is incorporated in or used by the Consultant in the proper performance of the Consultancy Services. The Consultant shall keep the Government informed in writing of any information or materials that are the subject mater(s) of the Licensed Property or any pre-existing Intellectual Property Rights and any restrictions whatsoever affecting the use thereof.
- 13.5 The Consultant hereby grants to or obtains, as the case may be, at its own costs and expenses, for the Government a perpetual, worldwide, freely-transferable, irrevocable and non-exclusive licence, free of royalty, licence fee or other charge and together with a right to grant sub-license, to use the Licensed Property in any way whatsoever, including without limitation the right to make copies of the Licensed Property, to issue or make available copies of the Licensed Property to the public, to perform or show the Licensed Property in public and to make any adaptation of the Licensed Property for the implementation or attempted implementation in whole or in part of the advice and recommendations given by the Consultant under the Consultancy Agreement.
- 13.6 At the request of the Government, the Consultant shall, free of any charge to the Government, do all such things and sign all documents or instruments reasonably necessary in the opinion of the Government to enable the Government to obtain, defend and enforce its rights in the Materials and its rights in respect of the Licensed Property.
- 13.7 Upon request by the Government, and in the event of the expiration or termination of the Consultancy Agreement, the Consultant shall at its expense promptly deliver to the Government all copies of the Materials then in the custody, control or possession of any members of the Consulting Team, the Consultant and their respective employees and agents.
- 13.8 The Consultant warrants and undertakes to the Government that it is either the sole owner or, as the case may be, is duly authorised to use all the Intellectual Property Rights which are used for the purpose of the Consultancy Services. The Consultant shall indemnify the Government

and keep the Government fully and effectively indemnified against any loss or damage which the Government may sustain or incur as a result of any allegation of or claim for infringement of the Intellectual Property Rights of any party arising from or in any way related to the provision of the Consultancy Services by the Consultant.

13.9 For the purposes of the Consultancy Services:

- (a) “Intellectual Property Rights” means patents, copyrights, 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 whether now known or hereafter created and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
- (b) “Materials” means all the reports, works of authorship, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, models, opinion, comments, specifications, formulae, data, information, documents and materials collected, compiled, developed, produced or created by the Consultant, its agents, sub-contractors, and their employees, (whether individually or jointly with the Government) in relation to and/or in the course of the performance of the Consultancy or for the purpose of the Consultancy Agreement including without limitation the Deliverables, the pre-contractual and contractual documents and all the drafts and working papers thereof which are recorded or stored by whatever means in whatever form or media.

#### 14. TERMINATION OF CONSULTANCY AGREEMENT

14.1 The Government may, without prejudice to its rights and actions against the Consultant, terminate the Consultancy Agreement forthwith upon giving written notice to the Consultant if:

- (a) the Consultant is in breach of any term or condition of the Consultancy Agreement which:
  - (i) in the case of a breach of a term or condition capable of being remedied, the Consultant has failed to remedy the same to the satisfaction of the Government within

fourteen (14) days of receipt of a notice to remedy from the Government; or

(ii) is fundamental to the Consultancy Agreement;

(b) the Consultant goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if a receiver is appointed over any of its assets or has entered into any supervision or voluntary arrangement providing for a composition in satisfaction of the Consultant's affairs; or

(c) the Consultant assigns, transfers, sub-contracts or purports to assign, transfer, sub-contract any of its benefits, interests or obligations under the Consultancy Agreement without prior written consent of the Government.

14.2 If the Consultancy Agreement is terminated hereunder, the Government shall have no further obligation to the Consultant under the Consultancy Agreement, without thereby releasing the Consultant from any of its obligations or liabilities under the Consultancy Agreement, or affecting the rights and powers conferred upon the Government by the Consultancy Agreement, and the Government may itself complete the work in relation to the Consultancy Services or (at the option of the Government) may engage, use or employ any other consultant to complete the Consultancy Services and the Government or such other consultant may use the Materials (whether or not title has passed to the Government in respect thereof) and the Licensed Property or any part thereof for such completion.

14.3 The Government may at any time at its option unilaterally terminate the Consultancy Agreement without cause by giving the Consultant fourteen (14) days' prior written notice of such termination.

14.4 Any termination hereunder shall be without prejudice to any antecedent rights or obligations hereunder of either party.

14.5 If the Consultancy Agreement is terminated prior to completion of the Consultancy Services in accordance with the Consultancy Agreement, the Consultant shall, subject to any right of set-off or counter-claim which the Government may have, be entitled to payment for the Consultancy Services rendered to the Government in accordance with the requirements hereunder up to the date of termination.

14.6 If the Consultancy Agreement is terminated prior to completion of the Consultancy Services in accordance with the Consultancy Agreement, the Consultant shall refund to the Government any amounts paid in advance in respect of the Consultancy Services which have not been performed as at the date of effective date of termination.

15. FORCE MAJEURE

15.1 In the event of Force Majeure (as defined in paragraph 15.4), the party so prevented shall be excused from the performance of its obligations under the Consultancy Agreement for so long as such cause shall continue. The party so prevented shall give notice in writing to the other party as soon as possible of the occurrence of the event of Force Majeure.

15.2 Should performance by the Consultant of its obligations under the Consultancy Agreement be prevented by an event of Force Majeure for a period of twenty-eight (28) consecutive days or longer, the Government shall be entitled at the expiration of such period to terminate the Consultancy Agreement by not less than fourteen (14) days' written notice to the Consultant.

15.3 Subject to paragraph 15.2, in the event that performance of obligations hereunder is delayed by Force Majeure, the parties shall diligently endeavour to achieve expeditiously the normal pursuit of the Consultancy Agreement after the event of Force Majeure and to regain the time lost. The completion date of the Consultancy Services shall be extended by the number of days delay was caused whether directly or indirectly by such event of Force Majeure unless a different extension shall be agreed between the parties. In all other respects the obligations of the parties hereunder shall be unaffected.

15.4 "Force Majeure" means:

- (a) any supervening outbreak of war affecting Hong Kong and/or China and/or Poland, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of Hong Kong or China or Poland, civil war, riot, civil disturbances, fire which is not caused or contributed to by the Consultant, its associate or associated person or any employee or agent or ex-employee or ex-agent thereof, civil commotion or acts of God; or

- (b) any supervening catastrophic event which is similar to the foregoing, if not caused or contributed to by the Consultant, its associate or associated person or any employee or agent or ex-employee or ex-agent thereof,

and which, in (a) and/or (b) above, prevent(s) the performance of the duties and obligations of any party under the Consultancy Agreement.

16. INDEMNITY

16.1 The Government will not provide any indemnity to the Consultant in any respect.

16.2 Without prejudice to any other provision in the Consultancy Agreement, the Consultant shall indemnify and keep indemnified the Government against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, liabilities, demands, proceedings or judgement, joint or several, threatened, brought or established against the Government; and
- (b) any and all losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses) which the Government may pay or incur in disputing any such claim or defending any such action or proceedings instituted against the Government,

which arise directly or indirectly in connection with or out of, or which relate in any way to:

- (i) the performance or attempted performance or breach of any provisions of the Consultancy Agreement by the Consultant;
- (ii) the acts, negligence, recklessness, tortuous acts, wilful misconduct, defamation or breach of statutory duty of the Consultant, its employees, agents or sub-contractors in the provision of the Consultancy Services;
- (iii) any default, unauthorised act or omission of the Consultant, its employees, agents or sub-contractors; or

- (iv) the non-compliance by the Consultant, its employees, agents or sub-contractors with any applicable law, regulation, order or requirement of any government agency or authority in the provision of the Consultancy Services.

17. NATURE OF AGREEMENT

The Consultant will be engaged by the Government as an independent contractor on a principal-to-principal basis and not as a partner, employee or agent of the Government or as a trustee for others.

18. CONSULTANCY AGREEMENT

- 18.1 The Government will enter into a written Consultancy Agreement with the Consultant. The Consultancy Agreement will contain the complete terms and conditions of the Consultancy Services, including without limitation the matters referred to in this Consultancy Brief, expanded and modified as necessary, and other matters such as remuneration, details of the Consulting Team, prevention of conflict of interest, sub-contracting, set off, Force Majeure, withholding in respect of profits tax if the Consultant is a non-resident of Hong Kong, extension and termination of services, copyright and other intellectual property rights, and confidentiality.
- 18.2 The Government may require the Consultant to take out or continue as the case may be a valid policy of professional indemnity insurance with a reputable insurer, with a minimum limit of indemnity to be specified at three times the value of the Consultancy Agreement, for liability for professional negligence and breach of contract. The Consultant may be required to maintain such a policy in force for the Consultancy Period and a reasonable period thereafter of not less than twelve (12) months and to provide the Government with a certified true copy of the certificate of insurance.
- 18.3 The Consultant shall not, and shall procure that his employees, agents and sub-consultants shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), in connection with the execution of the Consultancy Agreement. Failure to so procure or any act of offering, soliciting or accepting advantage referred to above committed by the Consultant or by an employee, agent or sub-consultant of the Consultant shall, without affecting the Consultant's liability for such failure and act, result in the Consultancy Agreement being invalidated.

- 18.4 The Consultant shall commit to ethical practices by issuing a code of conduct or probity guidelines to the employees. The code of conduct should include:
- (a) the firm's core values, mission statement if appropriate, and stance on anti-corruption;
  - (b) the policy governing solicitation and acceptance of advantages and entertainment, with reference to the relevant provisions under the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong) and the procedures for handling acceptance;
  - (c) the guidelines on reporting the gifts received, declaration of conflict of interest and the procedures for handling the declared conflicts;
  - (d) the policy for staff taking outside or part-time jobs and the procedures for approval, if applicable;
  - (e) rules for protection and use of confidential or proprietary information; and
  - (f) rules for use of resources of the firm such as vehicle and computers and their disposal.

A sample code of conduct at Appendix AA is for information. The Consultant shall prepare the code of conduct of its company and produce it to the Government upon request.

## 19. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 19.1 This Consultancy Brief and the Consultancy Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 19.2 Any dispute or difference between the parties arising out of or in connection with the Consultancy Agreement which is not resolved within twenty-eight (28) days may first be referred to mediation in accordance with the then prevailing Hong Kong International Arbitration Centre Mediation Rules.
- 19.3 If the matter cannot be resolved by mediation or any party to the Consultancy Agreement does not wish the matter to be referred to

mediation, any party may within ninety (90) days from the failure of the mediation or the refusal to mediate (as the case may be) require that the matter be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). Any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Ordinance.

19.4 Subject to paragraphs 19.5 and 19.6, the then prevailing Hong Kong International Arbitration Centre Domestic Arbitration Rules (the “**Arbitration Rules**”) shall apply to any arbitration instituted in accordance with this paragraph.

19.5 Notwithstanding any provision of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong.

19.6 Notwithstanding any provision on confidentiality in the Arbitration Rules, disclosures of information relating to the arbitration are permissible where disclosures are:

- (a) necessary for enforcement of the arbitral award or any settlement agreement between the parties;
- (b) required by the parties’ auditors or for some other legitimate business reason;
- (c) required by law or an order of the courts of Hong Kong; or
- (d) necessary for the making of claims against any third party or to defend a claim brought by any third party.

19.7 All provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this paragraph.

20. PERFORMANCE MONITORING OF THE CONSULTANT

Should an Applicant be awarded the Consultancy Agreement, its subsequent performance will be monitored and may be taken into account when its future bids for other Government consultancy works are evaluated. A Consultant may be suspended from bidding for any new Government consultancy works if its performance is unsatisfactory.

21. GOVERNMENT NOT LIABLE FOR INFORMATION

The Consultant should note that all information and statistics provided by the Government in connection with the Consultancy are for reference only. The Government gives no warranty, statement or representation, expressed or implied, as to the accuracy, availability, completeness, usefulness or future changes of such information and statistics. The Consultant shall conduct its own independent assessment of the information and statistics. The Government does not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

22. WARRANTY OF NO COLLUSION

22.1 By submitting a Consultancy Proposal, the Applicant represents and warrants that in relation to the Consultancy Services:

- (a) it has not communicated and will not communicate to any person other than the Government the amount of any Consultancy Fee;
- (b) it has not fixed and will not fix the amount of any Consultancy Fee by arrangement with any person;
- (c) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a Consultancy Proposal; and
- (d) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the Consultancy Services.

22.2 In the event that an Applicant is in breach of any of the representations and/or warranties in paragraph 22.1 above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

- (a) reject the Applicant's Consultancy Proposal;
- (b) if the Government has accepted the Applicant's Consultancy Proposal, withdraw its acceptance of the Consultancy Proposal; and

- (c) if the Government has entered into the Consultancy Agreement with the Applicant, forthwith terminate the Consultancy Agreement.
- 22.3 An Applicant shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in paragraph 22.1 above.
- 22.4 Any breach of any of the representations and/or warranties in paragraph 22.1 above by an Applicant may prejudice the Applicant's future standing as a Government consultant.
- 22.5 Paragraph 22.1 shall have no application to an Applicant's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the Consultancy Fee, or with its professional advisers, consultants or sub-contractors to solicit their assistance in preparation of the Consultancy Proposal. For the avoidance of doubt, the making of a bid by a bidder to the Government in public during an auction will not by itself be regarded as a breach of the representation and warranty in Paragraph 22.1(a) above.
- 22.6 The rights of the Government under paragraphs 22.2 to 22.4 above are in addition to and without prejudice to any other rights or remedies available to it against an Applicant.

23. CONTACT PERSON OF THE HKETO BERLIN

The contact person for this exercise is:

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**Hong Kong Economic and Trade Office Berlin**  
**The Government of the Hong Kong Special Administrative Region**  
**1 July 2016**