

THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY

CONTRACT FOR SERVICES

DATED:

PARTIES:

(1) THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY a body corporate established by the Hong Kong University of Science and Technology Ordinance (Cap. 1141 of the Laws of Hong Kong) ("HKUST").

(2) (Contractor").

PROVISIONS:

1. Warranty and Appointment

1.1 The Contractor represents and warrants to HKUST that it is aware of and understands the provisions of the Prevention of Bribery Ordinance of the laws of Hong Kong ("PBO"), that HKUST is a public body within the meaning of PBO and that the Contractor has not at any time prior to the date of this Contract in contravention of section 5 of PBO or otherwise offered or caused or permitted to be offered any advantage within the meaning of PBO to any employee or officer of HKUST or to any member of any council, senate, court, board, committee or other body of HKUST in connection with the negotiation or making of this Contract.

1.2 HKUST appoints the Contractor to provide the services as detailed in Schedule 1 ("Services") in return for the payments as detailed in Schedule 2 ("Payments"). This appointment shall be for a term commencing on [] and terminating on [] ("Term").

2. Contractor's obligations

The Contractor agrees with HKUST as follows:-

2.1 Services

To provide the Services throughout the Term.

2.2 Secrecy

2.2.1 Not at any time during or after the Term to divulge or communicate to, or allow to be divulged or communicated to, any person any confidential

information relating to the business or finances or affairs of HKUST (“Confidential Information”) whether arising out of or in connection with this Contract, the Services or otherwise, other than to persons who have signed a secrecy undertaking in a form approved by HKUST;

- 2.2.2 Not at any time during or after the Term use any Confidential Information for any purpose other than the performance of this Contract; and
- 2.2.3 Not to permit any person to assist in the provision of the Services unless such person has signed a secrecy undertaking in a form approved by HKUST.

2.3 Personal Data Privacy

- 2.3.1 To comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong), HKUST’s Personal Data Privacy Policy Statement (PPS) and Personal Information Collection Statement (PICS) applicable to the Services in force from time to time. A copy of the current PPS and PICS for [e.g. student/ staff] are attached as Appendix [] and Appendix [] respectively.
- 2.3.2 To comply with HKUST’s Personal Data Privacy Terms for Contract, as in force from time to time, and any other terms in relation to the collection, disclosure, use, transfer and/or processing of personal data as may be included in this Contract or otherwise prescribed by HKUST. A copy of the current version of the said document is attached as Appendix [].
- 2.3.3 Without limiting the generality of the foregoing, to take all appropriate steps to protect personal data entrusted to the Contractor pursuant to this Contract to prevent any unauthorized or accidental access, processing, erasure, loss or use thereof, and return or destroy any personal data so entrusted to the Contractor after the Term in accordance with statutory requirements and HKUST’s policy and instruction.

2.4 Delegation

Not to delegate any duties or obligations arising under this Contract save as expressly permitted under its terms.

2.5 Intellectual Property

Not to cause or permit anything which may damage or endanger any copyright, trade marks, patents or other intellectual property of HKUST or HKUST’s title to it or assist or allow others to do so.

2.6 Use of Name

Not to use, include or refer to the HKUST’s name, proprietary marks, service marks, trademarks or logos, or any variation, adaptation or abbreviation thereof, whether registered, registrable or otherwise, or name of any member of staff of

HKUST, for any purpose whatsoever, without the prior written consent of HKUST.

2.7 Indemnity

To indemnify and keep indemnified HKUST from and against any and all loss damage, claim, liability (whether criminal or civil) and expenses including legal fees and costs that may be incurred by HKUST resulting from:-

- 2.7.1 any act neglect or default of the Contractor or any of its employees or agents; or
- 2.7.2 any breach of this Contract in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party; or
- 2.7.3 any virus, worm or other infection to and from HKUST's computer systems as a result of the work carried out or the Services supplied by the Supplier; or
- 2.7.4 any hacking into HKUST's computer systems as a result of the work carried out by the Supplier, and any damage resulting from such hacking.

2.8 Insurance

To maintain at its own cost an adequate comprehensive policy of insurance to cover the liability of the Contractor in respect of any act or default for which it may become liable to indemnify HKUST under this Contract.

2.9 Work and Reports

- 2.9.1 To carry out all work in relation to the Services with all due speed, utmost care and skill and diligence and to the highest standards of current established practice and in compliance with the requirements of all relevant ordinances and another regulations which may from time to time be in force and to permit HKUST to attend at the premises of the Contractor and inspect progress from time to time at reasonable intervals.
- 2.9.2 To prepare and submit to HKUST full reports (including interim reports where required by HKUST) of the results of all work carried out pursuant to this Contract with all due speed in such form or manner and in such detail as is necessary in order to meet the requirements of HKUST.

2.10 No assignment or subcontracting

Not to assign, delegate, transfer or sub-contract any of its rights or duties under this Contract without the prior consent in writing of HKUST.

2.11 No improper payments

Not at any time during the Term in relation to the Services or any other arrangements with HKUST whether or not arising out of this Contract to offer or
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cause or permit to be offered in contravention of the provisions of PBO any advantage within the meaning of PBO to any employee or officer of HKUST or to any member of any council, senate, court, board, committee or other body of HKUST.

3. HKUST's Obligations

HKUST agrees with the Contractor that in consideration of the Services to be rendered by the Contractor under this Contract, HKUST shall make the Payments as they fall due for payment and in accordance with the provisions of Schedule 2.

4. Cancellation

HKUST may cancel this Contract at any time on not less than [] days' written notice, in which case all work on the Contracts shall be discontinued forthwith upon the Contractor's receipt of such notice and HKUST shall pay to the Supplier the fair and reasonable costs and expenses actually incurred by the Supplier directly for work-in-progress at the time of cancellation as compensation to the Supplier in full and final settlement of all of HKUST's liability to the Supplier arising out of or in connection with this Contract and the cancellation thereof.

5. Termination for breach

HKUST shall, without prejudice to any right, action or remedy which HKUST may have against the Contractor, be entitled to terminate this Contract forthwith by notice in writing without any liability to the Contractor in any of the following events:-

- 5.1 Any breach by the Contractor of any warranty or provision of this Contract or of any obligation herein on the part of the Contractor to be observed and complied with.
- 5.2 The Supplier being or being deemed to be unable to pay its debts as they fall due, or suspending making payments on any of its debts.
- 5.3 The levying of any distress or execution against the Contractor or the making by it of any composition or arrangement with creditors.
- 5.4 Being a company, the Contractor's liquidation (other than a members' voluntary liquidation), or being an individual, the Contractor's bankruptcy.
- 5.5 The doing or permitting of any act by which HKUST's rights in any of its intellectual property may be prejudiced or put in jeopardy.

Notwithstanding anything to the contrary in this Contract, HKUST shall not be liable to the Supplier for any direct, indirect, consequential or other loss, damage or expense of any kind whatsoever arising out of or in connection with this Contract (and/or the termination thereof), whether sustained by the Supplier or any other person.

6. Intellectual Property Rights

The copyright and other intellectual property rights in all work done by and in all reports prepared and submitted by the Contractor (together with the source code, if PUCO/A01/25/R1(W)

applicable) pursuant to this Contract shall be the sole and exclusive property of HKUST. The Contractor assigns and agrees to assign to HKUST all of the Contractor's rights to and interests of such work including source code, information, inventions, systems, programs and related documentation including improvements and modifications thereto, and other works of authorship made, developed, written or conceived by the Contractor pursuant to this Contract and HKUST shall have the sole right to use publish and turn to account the results of all such work.

7. Compliance with laws, regulations, etc.

7.1 In this clause 7:

“National Security Laws” means all laws and legislation which are from time to time in force in or applicable to Hong Kong relating to the safeguarding of national security, including the Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region as applied in Hong Kong under the Promulgation of National Law 2020 (L.N. 136 of 2020) and the Safeguarding National Security Ordinance (6 of 2024).

“offence endangering national security” has the meaning given to it under the Safeguarding National Security Ordinance (6 of 2024).

“Offending Conduct” means any act or activity that:

- (a) constitutes, or causes the occurrence of, any offence endangering national security;
- (b) in the reasonable opinion of the Hong Kong Government or HKUST, is likely to constitute, or cause the occurrence of, any offence endangering national security; or
- (c) in the reasonable opinion of the Hong Kong Government or HKUST, is otherwise contrary to the interests of national security or the public interest of Hong Kong.

“Related Persons” means, in relation to a person, the directors, members, employees, agents and contractors of the person.

“Sanctions” means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by any of the Sanctions Authorities.

“Sanctions Authority” means:

- (a) the People’s Republic of China and any governmental agency thereof;
- (b) Hong Kong and any governmental agency thereof;
- (c) the United Nations Security Council;
- (d) the United States of America and any governmental agency thereof (including the Office of Foreign Assets Control of the US Department of Treasury, the US Department of State and the US Department of Treasury);
- (e) the European Union and any governmental agency thereof; or

(f) any other applicable jurisdiction and any governmental agency thereof.

7.2 The Contractor shall comply with all applicable laws and regulations (including but not limited to legislation of Hong Kong related to public health, public order, public safety, national security and anti-discrimination and all applicable export control laws and regulations), and policies and codes of practice as may be notified by HKUST from time to time, in the performance of this Contract.

7.3 Notwithstanding anything to the contrary in any quotation, the invitation to tender and other tender documents (if any) relating to this Contract or this Contract, HKUST has the right to immediately terminate this Contract by notice if:

- 7.3.1 the Contractor or any of its Related Persons has engaged or been involved, or is engaging or being involved, in any Offending Conduct;
- 7.3.2 HKUST reasonably believes that any of the events mentioned above is about to occur;
- 7.3.3 HKUST is required by the law or the Hong Kong Government to terminate this Contract.

For the purposes of this clause 7.3, each of the words “engage” and “involve” and any variants of any of them shall include the act of aiding, abetting, counselling, inciting, promoting or procuring another person to perform or not to perform an act.

7.4 The Contractor confirms and undertakes to HKUST that:

- 7.4.1 it is not incorporated, domiciled, resident or situated in a jurisdiction subject of any Sanctions, and it is not owned or controlled by, or acting on behalf of, a person who is subject of any Sanctions or incorporated, domiciled, resident or situated in a jurisdiction subject of any Sanctions; and
- 7.4.2 it has not received notice of, and is not otherwise aware of, any action, proceeding or investigation with respect to any violation or alleged violation of Sanctions against it or any of its directors, officers or employees involved in this Contract,

and the Contractor shall promptly notify HKUST in writing if any of the foregoing ceases to be true and correct.

7.5 The Contractor acknowledges and agrees that HKUST will not accept, and the Contractor shall not supply (or attempt to supply to HKUST), any goods originating from any region or country subject to comprehensive economic sanctions imposed by any Sanctions Authority.

8. Force majeure

Both parties shall be released from their respective obligations in the event of national PURO/A01/25/R1(W)

emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible.

9. Miscellaneous

9.1 Whole agreement

Each party acknowledges that this Contract contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

9.2 Notices

Any notice to be served on either of the parties by the other pursuant to or in connection with this Contract shall be made in writing and delivered or sent by personal delivery, courier or registered post to the relevant party or by electronic mail to the address or email address set out below against its name (or such other address or email address as that party may from time to time notify to the other party in accordance with this clause 9.2). Any notice given in accordance with this clause 9.2 shall be deemed to have been received by the addressee (if delivered personally or by courier) when left at the address of the addressee designated under this clause 9.2 or (if delivered by electronic mail to the email address designated under this clause 9.2) at the time of transmission. In proving service of a notice, it shall be sufficient to prove that delivery was made, or that the email was properly addressed and transmitted, as the case may be.

HKUST Address: The Hong Kong University of Science and Technology
Clear Water Bay, Kowloon, Hong Kong
Attn.: []

Email
Address: []

Contractor Address []
Attn.: []

Email
Address: []

9.3 Joint and several

All agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Contract shall include all genders and the plural and the successor in title to the parties.

9.4 HKUST's right to assign

This agreement and all rights under it may be assigned or transferred by HKUST.
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9.5 Governing law

9.5.1 This Contract shall be governed by the laws of Hong Kong in every particular including formation and interpretation.

9.6 Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or otherwise available to it.

9.7 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

9.8 Status of the Contractor

9.8.1 In providing its services pursuant to this Contract, the Contractor shall be an independent contractor and not the servant or employee of HKUST.

9.8.2 In such capacity the Contractor shall bear exclusive responsibility for the discharge of any tax and other liability arising out of remuneration for its work performed by it under this Contract.

10. Arbitration

10.1 Any dispute, controversy, difference or claim arising out of or relating to the Contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

AS WITNESS whereof the parties hereto have executed this Contract for Services the day and year first above written.

SIGNED by)
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for and on behalf of)
THE HONG KONG UNIVERSITY)
 OF SCIENCE AND TECHNOLOGY)
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SIGNED by [)
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