

THE HONG KONG UNIVERSITY OF SCIENCE AND TECHNOLOGY
General Conditions of Contract for the Supply of Goods and/or Services

1. Interpretation

"Conditions" means:

- (a) (in the case of a Contract formed between HKUST and the Supplier pursuant to HKUST's tendering process) (1) subject to Clause 2(d), these General Conditions of Contract for the Supply of Goods and/or Services, (2) any specific and/or special conditions specified by HKUST in the Invitation to Tender and (3) any variation of the aforesaid terms and conditions and/or any other terms and conditions which have been expressly accepted by HKUST in writing in accordance with Clause 2(b) or 2(c); or
- (b) (in the case of a Contract formed between HKUST and the Supplier by HKUST's issuance of an Order in acceptance of the Supplier's offer for the Goods and/or Services as contained in the Supplier's quotation) (1) subject to Clause 2(d), these General Conditions of Contract for the Supply of Goods and/or Services, (2) any specific and/or special conditions specified by HKUST in the Order and (3) any variation of the aforesaid terms and conditions and/or any other terms and conditions which have been expressly accepted by HKUST in writing in accordance with Clause 2(b) or 2(c).

"Contract" means the agreement for the Supplier's supply of Goods and/or Services to HKUST (a) formed pursuant to HKUST's tendering process and comprising the related Invitation to Tender, the Schedule of Requirements, the Supplier's Tender and HKUST's acceptance thereof (by way of issuance of an Order or otherwise in writing) or, as the case may be, (b) formed by HKUST's issuance of an Order to accept the Supplier's offer for the Goods and/or Services as contained in the Supplier's quotation.

"Contract Period" means:

- (a) the time as stipulated in the Contract or any extended period which is mutually agreed by HKUST and Supplier in writing, plus any period for the rectification of defects under Clause 8(e); or
- (b) if no period is stipulated in the Contract, the period commencing from HKUST's acceptance of the Supplier's Tender or quotation (as applicable) and ending on the date upon which all Goods and/or Services ordered have been supplied by the Supplier to HKUST as required under the Contract.

"Goods" means equipment, articles, materials, services and technology to be supplied by the Supplier to HKUST under the Contract, as described in the Specification, or, as the context requires, any several part or combination thereof.

"HKUST" means The Hong Kong University of Science and Technology at Clear Water Bay, Kowloon, Hong Kong.

"Hong Kong" means The Hong Kong Special Administrative Region of the People's Republic of China.

"Intellectual Property Rights" means patents, rights to inventions, utility models, copyright and related rights (including rights in computer software), trade marks, service marks, trade names, business names, domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in layout-design (topography) of integrated circuits, database right, rights in confidential information (including know-how and trade secrets), rights in processes and any other intellectual property rights of whatever nature and wherever arising, in each case whether registered or unregistered and whether now known or created in future, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"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, an 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.

"Order" means a purchase order or other written order for the Goods and/or Services issued by HKUST to the Supplier, which shall constitute HKUST's acceptance of the Supplier's offer for the Goods and/or Services as contained in the Supplier's quotation subject to the Conditions, save that if any Order is issued by HKUST against or pursuant to a pre-existing Contract, the Order shall be treated as HKUST's delivery instruction to the Supplier subject to the terms and conditions of such Contract.

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

"Representative" means the authorized persons from the Campus Management Office (CMO) of HKUST or any officer appointed by HKUST for the purpose of coordinating and ensuring that the Services performed by Supplier comply with the requirements of the Contract.

"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.

"Schedule of Requirements" means any Schedule of Requirements annexed to the Invitation to Tender relating to the Contract.

"Services" means all the services to be executed, supplied or done by the Supplier under the Contract, as referred to in the Schedule

of Requirements and described in the Specification, including without limitation, any installation, warranty and/or maintenance services to be executed, supplied or done in respect of the Goods, or, as the context requires, any several part or combination thereof.

"Specification" means:

- (a) the technical description of the Goods and/or Services contained in the Contract or, as the context requires, in the detailed technical proposal related to the Contract or the applicable Order (if any); and
- (b) any other specifications of Goods and/or Services, or any drawings or samples of the Goods which have been supplied by the Supplier and approved by HKUST.

"Supplier" means:

- (a) (in the case of a Contract formed or to be formed pursuant to HKUST's tendering process) a party (i) to whom the Invitation to Tender is addressed, or (ii) who is submitting a Tender or (iii) whose Tender is accepted by HKUST; or
- (b) (in any other case) the supplier of the Goods and/or Services (i) as specified in the Contract or (ii) to whom the Order is addressed.

Unless otherwise specified or the context otherwise requires, references to Clauses in this document are to clauses of these General Conditions of Contract for the Supply of Goods and/or Services.

2. Application of Terms

- (a) The Conditions are the only conditions upon which HKUST is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.
- (b) No terms or conditions endorsed upon, delivered with or referred to in the Supplier's quotation, or any acknowledgement or acceptance of any Order, any specification or similar document delivered by the Supplier or any other counter-offer made to HKUST by or on behalf of the Supplier will form part of the Contract, save to the extent expressly accepted by HKUST in the Contract, the applicable Order (if any) or otherwise in writing. The Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- (c) The Conditions apply to all Goods and/or Services (as applicable) supplied to HKUST under the Contract, and any variation to the Conditions shall have no effect unless expressly agreed in writing by HKUST.
- (d) For the avoidance of doubt, any terms and/or conditions specified by HKUST in the Invitation to Tender or any Order (as applicable) relating to the Contract and any variation or other terms and/or conditions expressly accepted by HKUST in writing in accordance with Clause 2(b) or Clause 2(c) shall take precedence and prevail over these General Conditions of Contract for the Supply of Goods and/or Services in the event of any inconsistency or conflict.

3. Quantity and Specification

- (a) The Goods and/or Services supplied to HKUST by the Supplier shall conform in all respects to the Specification.
- (b) The following terms shall apply to the Goods supplied to HKUST by the Supplier:
 - (i) the quantity shown in the Schedule of Requirements is an estimate of probable requirements and such estimate must be regarded as being given for the assistance of the Supplier on the best evidence available when preparing the Invitation to Tender and not as being a figure to which HKUST binds himself to adhere. The Supplier must be prepared to supply the quantity given in the Order(s) placed by HKUST during the Contract Period; and
 - (ii) any quantity delivered by the Supplier to HKUST in excess of the quantity ordered as shown in an Order shall be at the Supplier's risk for which HKUST shall not be responsible in anyway. HKUST may return such excess quantity and the Supplier will be solely responsible for and pay the storage expenses incurred by HKUST for such excess quantity and transportation, collection and any other costs incurred by HKUST in returning such excess quantity.
- (c) Unless otherwise specified in the Contract, if any Services are to be supplied by the Supplier under the Contract, the Supplier shall provide all resources including labour, goods and materials, tools and equipment as required for the completion of the Services, and the price payable by HKUST for such Services as specified under the Contract shall be inclusive of all the fees, costs and expenses payable for all such resources.

4. Packing of the Goods

- (a) The Goods shall be packed strictly in accordance with the requirements, if any, specified under the Contract and/or the applicable Order.
- (b) The Supplier shall at its own cost be responsible for the packing of the Goods which shall be properly and suitably packed and secured so as to reach their destination in good condition, with due regard being made to the nature of the Goods and condition prevailing on the route of shipment and mode of delivery.
- (c) The Supplier shall separately number all cases, packages, etc., showing the corresponding numbers on the invoices.

5. Delivery

- (a) The following terms shall apply to the Goods supplied to HKUST by the Supplier:
 - (i) the Goods shall be delivered, carriage paid, to such place of delivery as specified in the Contract or the applicable Order (as the case may be) or as is agreed by HKUST in writing prior to delivery of the Goods;
 - (ii) the date for delivery shall be specified in the Contract or the applicable Order (as the case may be), or if no such date is specified, then delivery shall take place within 28 days of the Contract or the applicable Order (as the case may be); and
 - (iii) the Supplier shall ensure that each delivery is accompanied by an invoice as specified in Clause 9(a).
- (b) The Supplier shall perform the Services at the location specified in the Contract or the applicable Order (as the case may be) on or before the date for delivery specified in the Contract or the applicable Order (as the case may be), unless otherwise instructed or agreed by HKUST in writing in advance.
- (c) If the Services are required to be performed in HKUST's premises, the Supplier shall comply, and shall ensure and procure all the workmen of the Supplier and its sub-contractors (if any) to comply, with the additional terms and conditions specified in the Annex to these General Conditions of Contract for the Supply of Goods and/or Services when they perform the Services in

HKUST's premises.

- (d) Time and timeliness of deliveries are the essence of the Contract.
- (e) Unless otherwise stipulated by HKUST in the Contract and/or the applicable Order (as the case may be), deliveries shall only be accepted by HKUST in normal business hours.
- (f) Without prejudice to any other rights and remedies HKUST may have, if the Supplier shall fail to deliver all or any Goods and/or Services within the time and in the manner as specified in the Contract or the applicable Order (as the case may be), or any Goods and/or Services delivered are in any way not in full compliance with the terms of the Contract or the applicable Order (as the case may be), HKUST has the right, at its sole and absolute discretion, to take any one or more of the following actions:
 - (i) cancel the applicable Order in whole or in part;
 - (ii) reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that if HKUST has already paid the price of such Goods to the Supplier, a full refund for the Goods so returned shall be paid forthwith by the Supplier to HKUST;
 - (iii) refuse to accept any subsequent deliveries of the Goods and/or Services which the Supplier attempts to make under such Contract or the applicable Order, without any liability to the Supplier;
 - (iv) recover from the Supplier any expenditure incurred by HKUST in obtaining such Goods and/or Services in substitution from another supplier; and/or
 - (v) deduct from the original price payable by HKUST for such Goods and/or Services as specified under the Contract at the rate of 0.5% per week for delay in delivery from the due date as specified in the Contract or the applicable Order (as the case may be) until the date of delivery to HKUST, up to a maximum of 5% of the original price.

6. Inspection & Acceptance

The following terms shall apply to the supply of any Goods to HKUST by the Supplier:

- (a) The Supplier shall notify HKUST or its agent at least 7 days before shipment in order that an inspection of the goods and packing may be carried out.
- (b) If the results of any such inspection cause HKUST to be of the opinion that the Goods do not conform or are unlikely to conform with the Specification, without prejudice to any rights and remedies HKUST may have against the Supplier, HKUST shall be entitled (but not obliged) to inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity, and in addition, HKUST shall have the right to require and witness further inspection.
- (c) HKUST or its agents shall be allowed to conduct such routine inspections at interim production stages of the goods and/or on the arrival of the goods in the place of destination to ensure HKUST's quality requirements are duly complied with.
- (d) Notwithstanding any such inspection, the Supplier shall remain fully responsible for the Goods and any such inspection shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- (e) Delivery of the Goods shall be subject to inspection and/or testing for acceptance by HKUST in accordance with the Specification and accordingly shall not be deemed to have been accepted by HKUST unless either:
 - (i) HKUST furnishes the Supplier with an Acceptance Note for those Goods which require installation, commissioning and acceptance test, etc.; or
 - (ii) the Goods, except those mentioned in paragraph (i) above, are not rejected within 60 days of delivery to HKUST.

For the avoidance of doubt, any receipt or acknowledgement which may be issued and/or made by HKUST upon Supplier's delivery of any Goods and/or Services shall not constitute an acknowledgement that Goods and/or Services mentioned therein are acceptable or satisfactory under this Clause 6(e).

The following terms shall apply to the supply of any Services to HKUST by the Supplier:

- (f) The Supplier shall prepare and submit to HKUST full reports (including interim reports where required by HKUST) of the results of all Services carried out pursuant to the 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.
- (g) The Supplier shall permit HKUST to enter the premises of the Supplier and inspect progress from time to time upon reasonable notice.
- (h) All Services performed shall be subject to inspection and/or testing for acceptance by HKUST in accordance with the Specification and accordingly shall not be deemed to have been accepted unless either:
 - (i) HKUST shall so certify; or
 - (ii) the Services are not rejected as being unsatisfactory by HKUST within 21 days of the date upon which they were executed and offered to HKUST as having been completed.

7. Rejection

- (a) Without prejudice to any rights and remedies HKUST may have against the Supplier, HKUST is entitled to reject any Goods and/or Services supplied to HKUST which do not strictly conform to the Specification or which are damaged, spoiled or soiled, or to cancel any Order relating to such Goods and/Services. HKUST will not be liable to make any payment for any Goods and/or Services so rejected or for any Order so cancelled (as the case may be).
- (b) HKUST has the right, at its option, to (i) return the rejected Goods to the Supplier at the Supplier's risk and expense or (ii) demand the Supplier to remove the same from the site to which they were delivered at the Supplier's cost within 2 days of HKUST's notification in writing of the rejection of any Goods delivered.
- (c) Unless HKUST's notification of rejection expressly waives the requirement for the Supplier to replace the relevant Goods, within 7 days of HKUST's notification of rejection, the Supplier shall at its own cost replace such Goods with satisfactory Goods, save that in the case where replacement Goods have to be obtained from sources outside Hong Kong, the Supplier must at its own cost replace obtain such replacement Goods as soon as possible and promptly advise HKUST the earliest delivery date when

replacement Goods will be delivered to HKUST.

- (d) Unless HKUST's notification of rejection expressly waives the requirement for the Supplier to rectify the rejected Services, within 24 hours of HKUST's notification of rejection, the Supplier shall at its own cost take all necessary actions to rectify the rejected Services.
- (e) Without prejudice to any rights and remedies HKUST may have against the Supplier, HKUST shall reserve the right to obtain or procure any Goods and/or Services then outstanding or rejected by HKUST under Clause 7(a) above, which are not replaced by the Supplier within the period prescribed in Clause 7(c) or 7(d) (as the case may be) or, where replacement Goods have to be obtained from sources outside Hong Kong, within a reasonable time, from any other source. The Supplier shall pay to HKUST any additional expenditure incurred by HKUST in excess of the contract price of the relevant Goods and/or Services (as the case may be) under the Contract.

8. Warranty

- (a) The Supplier warrants that:
 - (i) the Goods sold under the Contract are (1) free from defects in materials, workmanship and fabrications; (2) of the quantity, size description, and dimensions specified, and are strictly in conformity with, the Specification; and (3) of good and merchantable quality; and suitable and fit for the purpose(s) intended (the Supplier hereby acknowledges that such purpose(s) have been declared or otherwise fully made known to the Supplier); and
 - (ii) unless otherwise permitted under the Specification or the Conditions, the Goods sold under the Contract are new and unused;
 - (iii) at the date of delivery of any of the Goods sold under the Contract, the Supplier will have full, clear and unencumbered title to such Goods, and the full and unrestricted right, power and authority to sell, transfer and deliver such Goods to HKUST.
 - (iv) from the date of delivery of any of the Goods sold under the Contract, HKUST shall acquire a valid and unencumbered title to such Goods.
- (b) The Supplier warrants that:
 - (i) any and all Services supplied under the Contract will be carried out in accordance with the Specification with all due speed, utmost care and skill and diligence and to the highest industry standards and in compliance with the requirements of all relevant ordinances and regulations which may from time to time be in force;
 - (ii) the Supplier's workmen possess the necessary qualifications and experience and are competent to carry out the Services; and
 - (iii) the Services shall be carried out and completed at the intervals and within the times as required by the Specification and/or the applicable Order (as the case may be).
- (c) The Supplier warrants that it has obtained, and it will maintain throughout the Contract Period, all licences, authorisations, consents, approvals, permits or registrations necessary for it to provide the Goods and/or Services (as the case may be) and to perform the Contract.
- (d) The warranties in Clauses 8(a) to 8(c) above shall apply in addition to the warranties, conditions and terms implied under the applicable law (including without limitation, the Sale of Goods Ordinance (Cap. 26) and the Supply of Services (Implied Terms) Ordinance (Cap. 457) and shall survive acceptance of and payment for the Goods and/or Services (as applicable).
- (e) If HKUST finds that any Goods and/or Services supplied do not conform to any of the warranties under this Clause 8 within a period of 15 months from the date of delivery of the Goods or performance of the Services (as the case may be) or any other warranty period specified in the Contract or the applicable Order (whichever the longer), without prejudice to any rights and remedies HKUST may have against the Supplier, the Supplier shall, at HKUST's sole option, (i) refund the price paid by HKUST for such defective Goods or Services (as the case may be); or (ii) replace the defective Goods or re-perform such defective Services (as the case may be), in each case at the Supplier's expense.

9. Payment

- (a) With delivery of the Goods, an invoice stating the Order number, particulars of the Goods delivered, the quantity, rate and value shall be sent by the Supplier to HKUST's Finance Office at HKUST, Clear Water Bay, Kowloon, Hong Kong.
- (b) Unless otherwise agreed by HKUST, no payments will be made until the Goods are deemed to have been accepted within the meaning of Clause 6. HKUST will make payment within 30 days from the date of receipt of invoice or receipt of the Goods whichever the latest, but time for payment shall not be of the essence of the Contract. Where the Goods require installation and commissioning, payment is normally effected within 30 days from the date of a joint satisfactory acceptance test.
- (c) For reimbursement of materials purchased on behalf of HKUST in the execution of the Contract, payment must be supported by an original invoice which will be retained by HKUST.
- (d) Without prejudice to any other right or remedy, HKUST shall have the right to deduct or withhold part of or the whole payment due to incomplete or unsatisfactory Services or inferior Goods and/or Services supplied by the Supplier.
- (e) Without prejudice to any other right or remedy, HKUST reserves the right to set off any amount owing at any time from the Supplier to HKUST against any amount payable by HKUST to the Supplier under the Contract.

10. Liability for Damages or Compensation

- (a) HKUST and its employees, workmen and agents shall not be liable for or in respect of any damages, loss or compensation under the Fatal Accidents Ordinance (Cap. 22), the Employees' Compensation Ordinance (Cap. 282) or at Common Law or under any applicable laws by or in consequence of any accident or injury to or death of any workman or other person arising out of or in connection with (i) the performance of the Contract by the Supplier, its sub-contractor, assignee or agent or (ii) defects of or in the Goods and/or Services, save and except any such injury or death caused by the negligence of HKUST or any of its employees, and the Supplier shall indemnify and keep indemnified HKUST in full against all direct, indirect, or consequential liability, loss, demands, proceedings, costs, charges and expenses (including legal and other professional fees

and expenses) whatsoever in respect thereof or in relation thereto.

- (b) HKUST and its employees, workmen or agents shall not be liable for or in respect of any loss of or damage to any property of the Supplier or its sub-contractors or that of the employees, workmen or agents of the Supplier or its sub-contractors or any third party unless such damage is directly caused by the negligence of HKUST or any of its employees.
- (c) The Supplier shall indemnify HKUST against any loss of or damage to any property of HKUST or of any of its employees, workmen or agents or any injury to any employee, workmen or agent of the HKUST arising out of or in connection with the negligence of the Supplier, its sub-contractors or any of their respective employees, workmen or agents.
- (d) In the event of any of the employees, workmen or agents of the Supplier or its sub-contractors suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Supplier shall within 7 clear working days give notice in writing of such injury or death to the Representative.

11. Insurance

- (a) The Supplier shall effect a policy of insurance against all claim, demands or liability with an insurance company approved by HKUST and shall continue such insurance during the Contract Period and shall when required, produce the originals of such policy of insurance together with the receipt of payment of the premium to HKUST for inspection or deposit the same with HKUST for safe-keeping during the Contract Period.
- (b) If the Supplier shall fail to effect and keep in force the insurance referred to in Clause 11(a) or any other insurance which it is required to effect under the terms of the Contract, then and in any such case, without prejudice to any rights and remedies HKUST may have against the Supplier, HKUST is entitled (but not obliged) to effect and keep in force any such insurance and pay such premium as may be necessary therefor. HKUST is entitled to recover the amount so paid by HKUST as aforesaid as a debt due from the Supplier and the Supplier shall, upon HKUST's demand, indemnify HKUST against such amount in full forthwith.

12. Intellectual Property Rights and Infringement

- (a) The copyright and other Intellectual Property Rights in and to all work done and all reports prepared and submitted by the Supplier (together with the source code, if applicable) pursuant to the Contract shall remain the sole and exclusive property of HKUST. The Supplier assigns and agrees to assign to HKUST all of the Supplier'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 Supplier during Contract Period and HKUST shall have the sole right to use publish and turn to account the results of all such work.
- (b) The Supplier shall not cause or permit anything which may damage or endanger any Intellectual Property Rights of HKUST or HKUST's title thereto or assist or allow others to do so. HKUST reserves the right to take legal action against any unauthorized use of HKUST's intellectual properties, including but not limited to photos, graphics and text.
- (c) The Supplier warrants and undertakes to HKUST that the Goods and/or Services supplied under the Contract shall not infringe upon any Intellectual Property Rights of any third party.
- (d) The Supplier shall indemnify and hold HKUST and all persons for whom HKUST act as agent in respect of the Contract, and their respective employees and agents, harmless against all liability, loss, cost, expense and damage arising out of or in connection with any claim or action brought against any of them alleging infringement of any Intellectual Property Rights in respect of the Goods and/or Services supplied under the Contract, and the Supplier undertakes to defend or settle such claim or action entirely at its own expense.
- (e) The Supplier shall irrevocably waive, and undertake to procure at its own cost and expense all authors of the work done by the Supplier to irrevocably waive, all moral rights (whether past, present or future) in such items. The waiver shall operate in favour of HKUST, its assigns, authorised users and successors-in-title and shall take effect from the date of submission of any such items to HKUST.

13. Termination

- (a) HKUST shall have the right at any time to terminate the Contract in whole or in part by giving the Supplier 14 days' written notice, in which case all work on the Contracts shall be discontinued forthwith upon the Supplier'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 termination 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 the Contract and the termination thereof.
- (b) HKUST may at any time by notice in writing immediately terminate the Contract without any liability to the Supplier upon the occurrence of any of the following events:
 - (i) if the Supplier commits a breach of any of the terms and conditions of the Contract and, in the case of a breach which in the opinion of HKUST is capable of remedy, the Supplier fails to remedy such breach within 7 days (or such longer period as HKUST may approve in writing) after the date of HKUST's written notice to the Supplier requiring such breach to be remedied; or
 - (ii) if the Supplier ceases or threatens to cease to carry on all or a material part of its business; or
 - (iii) if the Supplier is or is deemed to be unable to pay its debts as they fall due, or suspends making payments on any of its debts; or
 - (iv) if there is any material adverse change in the Supplier (including without limitation, its financial position, business and/or the affairs) such that in the opinion of HKUST the capability of the Supplier to adequately to fulfil its obligations under the Contract has been materially undermined or otherwise placed in jeopardy; or
 - (v) if the Supplier, being an individual, shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings or liquidation or composition under the Bankruptcy Ordinance (Cap. 6) for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purports so to do; or
 - (vi) if the Supplier, being a company, shall pass a resolution or take any other corporation action or procedure for its winding-up, dissolution or reorganisation, or the Court shall make an order for the liquidation of its assets, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager.

- (c) HKUST's exercise of its right under this Clause 13, Clause 14(b) or 23(b) shall not prejudice or affect any right or action or remedy which HKUST may have against the Supplier.
- (d) Notwithstanding anything to the contrary in the 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 the Contract (and/or the termination thereof), whether sustained by the Supplier or any other person.

14. No Corrupt Payments or Gifts

- (a) The Supplier shall not at any time during or after the Contract Period in relation to the Contract or any other arrangements with HKUST offer or cause or permit to be offered in contravention of the provisions of the Prevention of Bribery Ordinance (Cap. 201) ("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.
- (b) If the Supplier shall be found to have offered or given any gratuity, bonus, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee of HKUST in relation to the Contract or any other contract or order, HKUST shall be at liberty forthwith to terminate the Contract and shall hold the Supplier liable for any loss or damage which HKUST may thereby sustain. The Supplier acknowledges that under the PBO, it is an offense to offer any advantage to an employee of HKUST as an inducement to or reward for giving assistance or using influence in the promotion, execution or procuring of any contract with HKUST.

15. Non-Exclusive Contract

HKUST reserves the right, notwithstanding the conclusion of any contract between HKUST and the Supplier, to call for quotations from and to place orders with other suppliers in respect of the supply of the Goods and/or Services. However, the Supplier will be obliged to accept orders placed by HKUST under the Contract.

16. Confidentiality and Personal Data Privacy

- (a) The Supplier shall not at any time during or after the Contract Period:
 - (i) 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 the Contract, the Goods and/or the Services or otherwise, other than to persons who have signed a secrecy undertaking in a form approved by HKUST;
 - (ii) use any Confidential Information for any purpose other than the performance of the Contract; and
 - (iii) permit any person to assist in the provision of the Goods and/or the Services unless such person has signed a secrecy undertaking in a form approved by HKUST.
- (b) The Supplier undertakes to procure that its agents or employees shall not disclose, exploit or use directly or indirectly any Confidential Information obtained by virtue of the Contract.
- (c) All documents, records, correspondence, equipment or other property containing or relating to any Confidential Information and/or the business or affairs of HKUST kept in the possession or under the control of the Supplier and all copies thereof or extracts therefrom (in whatever form they may be kept) made by or on behalf of the Supplier pursuant to the Contract are and shall remain the property of HKUST and shall be returned to HKUST upon termination of the Contract for any reason.
- (d) If and to the extent that the Supplier (and/or any sub-contractors of the Supplier) shall collect, disclose, use, transfer or otherwise process any personal data for or on behalf of HKUST in the course of the Supplier's provision of any Services and/or performance of the Contract, the Supplier shall comply, and ensure and procure all the workmen of the Supplier and its sub-contractors (if any) to comply, with all of the following:
 - (i) comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and HKUST's Personal Data Privacy Policy Statement and the Personal Information Collection Statement applicable to the Services, as in force from time to time; and
 - (ii) 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 the Contract or otherwise prescribed by HKUST; and
 - (iii) without limiting the generality of the foregoing, take all appropriate steps to protect the personal data processed by it pursuant to the Contract to prevent any unauthorised or accidental access, processing, erasure, loss or use thereof, and return or destroy any personal data so processed by it after the Contract Period has expired in accordance with statutory requirements and HKUST's policy and instruction.

17. Assignment and Sub-Contracting

- (a) The Supplier shall not, without the prior consent in writing of HKUST, assign, delegate or transfer the Contract or any part of it to any other person, except for reason of company amalgamation or solvent restructuring in which the Supplier is the resulting or surviving entity of such amalgamation or restructuring (as the case may be) and all the obligations on the part of the Supplier under the Contract shall remain legal, valid, binding and enforceable after such amalgamation or restructuring (as the case may be).
- (b) The Supplier shall not, without the prior consent in writing of HKUST, sub-contract or sub-let the Contract or any part thereof other than for any part of the Goods and/or Services of which the makers or suppliers (as applicable) are named in the Contract or the Specification. If the Supplier sub-contracts the Contract or any part thereof to a third party, the Supplier shall remain liable for all its obligations under the Contract, and the Supplier shall be responsible for the acts, defaults or negligence of any sub-contractor as if they were the acts, defaults or negligence of the Supplier.

18. Force Majeure

HKUST reserves the right at its option either (a) to order the Supplier to suspend shipments of Goods and/or the performance of the Services covered by the Contract or (b) to cancel the Contract in whole or in part at any time without any liability to the Supplier, in each case without any liability to the Supplier, if the performance of the Contract by the Supplier is made impossible or delayed or interrupted in whole or in part as a result of government order, decree or other compulsive requirements, embargoes, acts of civil or military

authorities, acts of the public enemy, inability to secure transportation facilities, strikes, fires or other law or order or regulation or other contingencies beyond control of, and occurs without the fault or negligence of, the Supplier.

19. Indemnity

- (a) The Supplier shall 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:
 - (i) any act neglect or default of the Supplier or any of its employees or agents; or
 - (ii) any breach of the Contract in respect of any matter arising from the supply of the Goods and/or Services resulting in any successful claim by any third party; or
 - (iii) any virus, worm or other infection to and from HKUST's computer systems as a result of the work carried out or the Goods and/or Services supplied by the Supplier; or
 - (iv) 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.
- (b) The Supplier shall promptly notify HKUST of any potential claim in respect of any matter arising from the supply of the Goods and/or Services, and shall not make any admission in relation to any such claim.

20. General

- (a) Each right or remedy of HKUST under the Contract is without prejudice to any other right or remedy of HKUST, whether under the Contract or at law.
- (b) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable or unenforceable it shall, to the extent of such illegality, invalidity, voidness, voidability, or unenforceability, be deemed not to form part of the Contract without modifying the remaining provisions of the Contract, and shall not in any way affect the validity and enforceability of the remaining provisions of the Contract, which shall continue in full force and effect.
- (c) Failure or delay by HKUST in enforcing or partially enforcing any provision of the Contract will not be construed as waiver of any of its rights under the Contract.
- (d) Any waiver by HKUST of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- (e) In providing any services pursuant to the Contract, the Supplier shall be an independent contractor and not the servant or employee of HKUST. Nothing in the Contract shall be construed as creating a partnership, joint venture, or agency relationship between HKUST and the Supplier, or as authorising the Supplier to act as agent for HKUST. The Supplier shall not have authority to act in the name or on behalf of HKUST or otherwise to bind HKUST in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Use of Name

The Supplier shall not 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.

22. Smoking

HKUST is a non-smoking campus. Any person found smoking on campus (including all indoor and outdoor areas) is liable to a fine under the Smoking (Public Health) Ordinance (Cap. 371).

23. National Security and Compliance with laws, regulations, etc.

- (a) The Supplier 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 the Contract.
- (b) Notwithstanding anything to the contrary in any quotation, the Invitation to Tender and other tender documents, the Contract or any Order, HKUST has the right to immediately terminate the Contract by notice if:
 - (i) the Supplier or any of its Related Persons has engaged or been involved, or is engaging or being involved, in any Offending Conduct;
 - (ii) HKUST reasonably believes that any of the events mentioned above is about to occur; or
 - (iii) HKUST is required by the law or the Hong Kong Government to terminate the Contract.

For the purposes of this paragraph (b), 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.

- (c) The Supplier shall not employ or otherwise engage, whether directly or indirectly, any illegal workers in the performance of the Contract.
- (d) The Supplier confirms and undertakes to HKUST that:
 - (i) 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
 - (ii) 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 Supplier shall promptly notify HKUST in writing if any of the foregoing ceases to be true and correct.

(e) The Supplier acknowledges and agrees that:

- (i) HKUST will not accept, and the Supplier 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;
- (ii) the Supplier shall, on or before delivery of the Goods and/or Services under the Contract, provide written information relating to such Goods and/or Services (as the case may be) about their country of origin, Harmonized System code and Export Control Classification Number (ECCN), applicable import/export license requirement/exception (including whether the Goods and/or Services in question are subject to US Export Administration Regulations (EAR) and (where applicable) Commodity Classification Automated Tracking System number (CCATS), and shall promptly provide supporting documents upon HKUST's request; and
- (iii) the Supplier shall promptly notify HKUST in writing of any changes to the information provided to HKUST under paragraph (ii) above upon becoming aware of the same, and confirm the information so provided on an annual basis for so long as the Contract remains in force.

24. Governing Law and Dispute Resolution

- (a) The Contract is governed by the laws of Hong Kong.
- (b) 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.

Annex

Additional Terms and Conditions for the Performance of Services in HKUST's premises

1. Protection of Property

When carrying out the Services, the Supplier shall protect all the building finishes and nearby equipment that may be affected by the Services during the Contract Period. Any damage that occurs in carrying out the Services shall be reported to HKUST at once and the Supplier shall undertake to repair, replace or make good the damage at his own expense, failing which, HKUST may deduct such sums from payment due to the Supplier for reinstatement of such damage.

2. Protection of the Public

The Supplier shall take every precaution, including without limitation, providing adequate barriers, warning signs and lights, to avoid danger to the public or others. The safety measures to be taken by the Supplier shall be the sole responsibility of the Supplier.

3. Occupational Safety and Health Ordinance

- (a) The Supplier shall, so far as is reasonably practicable, take all necessary steps to ensure the health and safety at work of all its employees performing the Supplier's obligations under the Contract. Without prejudice to the foregoing, the Supplier shall for the purpose of the Contract:
 - (i) provide and maintain plant and systems of work that are safe and without risks to health;
 - (ii) make arrangements to ensure the safety and absence of risks to health in connection with the use, handling, storage and transportation of plant or substances;
 - (iii) provide information, instruction, training and supervision to its employees;
 - (iv) maintain the workplace, as far as is within its control, safe and without risks to health; and
 - (v) ensure that the Supplier's employees take care for the safety and health of other persons who may be affected by the act or omission of the Supplier's employees and cooperate with the Supplier and such other persons to ensure compliance with any applicable statutory requirements including those under the Occupational Safety and Health Ordinance (Cap. 509).
- (b) The Supplier shall fully indemnify HKUST from and against all claims, actions, proceedings, demands and suits brought against and/or fines and penalties imposed on HKUST arising directly or indirectly out of or in connection with the failure of the Supplier to comply with sub-clause (a) or any other obligations imposed under any applicable statutory requirements and all costs and expenses in connection therewith.

4. Typhoon Precaution

Whenever typhoon signal No. 1 or above is hoisted, the Supplier shall ensure that all unstable items at the site of the Services are secured and that all loose items scattered around are cleared and removed from site immediately.

5. Site Visit

Tenderers are required to visit the site and acquaint themselves with the site conditions before submitting any tender or quotation to HKUST. The Supplier shall be deemed to have full notice of all aspects of the site and its conditions, whether or not the Supplier or any of its employees, agents and representatives has in fact visited the site or made enquiries in respect thereof. The Supplier shall not be

entitled to make any claim against HKUST, and HKUST shall not be liable to the Supplier, in respect of the site and/or its conditions.

6. Site Supervisor

The Supplier shall engage a suitably qualified full time site supervisor as representative to liaise with the Representative on matters relating to the Services, for the receipt of site instructions and implementation of the safety and health requirements stipulated in clauses 3(a) and 10 of this Annex.

7. Site Access

The Supplier's employees and workmen shall observe all rules and regulations issued by HKUST with regard to access to site, security control, issuing of passes and the like prior to commencement of the Services.

8. Temporary Electricity and Water Supply

If necessary for the performance of the Services, temporary electricity and water supply will be provided by HKUST to the Supplier free of charge. The Supplier shall however make its own arrangement for taking the supply at the points designated by HKUST, which might not be close to the site of the Services.

9. Installation of Electrical Works

If any electrical works shall be carried out by any employee, sub-contractor or agent of the Supplier for the performance of the Services, all such electrical works shall be carried out by Registered Electrical Workers of appropriate grade and comply with all relevant regulations and codes of practice. The Supplier must be an approved registered electrical contractor by the Electrical and Mechanical Services Department (EMSD) of the Hong Kong Government and shall submit to HKUST copies of "Certificate of Registered Electrical Worker" prior to commencement of the electrical work and the "Work Completion Certification Form WRI/WRI (A)" immediately upon completion of the Services.

10. Statutory and HKUST Safety and Environmental Protection Requirements

The Supplier shall comply with the enactments, orders or regulations issued by the Hong Kong Government in the execution of the Contract. The Supplier shall also comply with all relevant safety and health requirements contained in the Safety and Environmental Protection Manual compiled by the Health, Safety and Environment Office ("HSEO") of HKUST. A copy of the said manual is available for inspection at HSEO.

11. Clearance of Rubbish

Unless permitted by the Representative, the Supplier shall, at its sole cost, remove, or cause to be removed, all rubbish, crates, surplus materials, etc., from the site as soon as possible each day during the progress of the Services so as to maintain unhindered access and allow easy inspection of the Services. The Supplier shall further comply with any order from the Representative in connection with the removal of rubbish or clearing the site.

12. Hot Works Permit

Prior to commencement of any hot work, the Supplier must obtain the Hot Work Permit from HSEO of HKUST. All hot work must comply with the Hot Work Permit Procedures issued by HKUST.

13. Working Hours

The permitted working hours are normally 08:30 to 17:30 on working days (except Sundays and public holidays), but the Supplier may be required to work during non-office hours, on Sundays or on public holidays depending on the availability of the areas concerned.

14. Execution of Works

The Services shall be executed with minimal disruption and inconvenience to ongoing activities and facilities in the building and the Supplier's working programme and/or method statement is to be agreed with the Representative prior to commencement of the Services.

15. Variations

HKUST may, at any time during the Contract Period, issue instructions in writing to the Supplier for alteration, addition, omission, substitution or other variation with regard to the quality or quantity of the Services. No variation required by HKUST shall vitiate the Contract. The Supplier shall carry out such variations and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Contract. The additional price, if any, payable by HKUST for such variations shall be calculated in accordance with provisions of the Contract, but if there are no applicable provisions in the Contract to determine the same, the amount shall be such sum as is reasonably assessed by HKUST.

16. Lump Sum Contract

The Contract is a lump sum fixed price contract. The items and quantities allowed in the Contract or those quoted by the Supplier are for reference only. Unless it is expressly stipulated by HKUST in the Contract that the quantities of any items are provisional and will be remeasured on completion of the Works, the contract sum shall not be subject to change if the final quantities installed or provided are different from the quantities allowed in the Contract or those quoted by the Supplier.

17. Defects Liability Period

The Defects Liability Period ("DLP") shall be twelve calendar months after the Services have been certified by HKUST as being complete, or such period as otherwise agreed in the Contract or otherwise in writing between HKUST and the Supplier. Any defects or faults which may appear within the DLP due to materials or workmanship not being in compliance with the Contract shall be made good by the Supplier at his own cost within one calendar month from the date of notice given by HKUST to the Supplier or any other dates as agreed with the Representative in writing.

18. Reimbursement

If the Contract requires HKUST to reimburse the Supplier for any materials purchased by the Supplier on behalf of HKUST, the Supplier

shall submit to HKUST the original receipt or sales invoice (in such form as may be approved by HKUST) and such other documentation as may be reasonable required by HKUST in order to process and arrange the reimbursement, and all such receipt, sales invoice and documentation shall be retained by HKUST. The Supplier acknowledges and agrees that any receipt or sales invoice addressed to any third party other than the Supplier will not be accepted by HKUST for any application of reimbursement.

19. The Supplier's Employees, Workmen and Agents

The Supplier shall be responsible for the conduct of the employees, workmen and agents of the Supplier and its sub-contractors whilst they are in the premises of HKUST and in the vicinity of HKUST, and shall ensure that they will behave accordingly. HKUST shall be entitled to require the Supplier to remove or replace any of the employees, workmen or agents of the Supplier and its sub-contractors from the premises of HKUST and refuse to admit any such persons if their admission becomes undesirable in the reasonable opinion of HKUST.

20. Liaison with Other Parties

The Supplier shall liaise and cooperate with HKUST's other departments, contractors, consultants and agents for the efficient maintenance and management of the campus during the performance of the Services.

21. University Property

Where HKUST provides identity cards, materials, equipment, etc., for the use of the Supplier, such items shall be returned to HKUST immediately after the Services have been performed or upon HKUST's demand, and the Supplier shall be responsible for, and forthwith make good, any loss or damage sustained.

22. Uniform

The employees, workmen and agents of the Supplier and its sub-contractors when working in HKUST's premises are required to wear uniform which clearly shows their company name.

Purchasing Office

Updated in December 2025

香港科技大学
供应货物及 / 或服务合约的一般条款

此中文译本只作参考用途，如内容与英文版本有歧义，一切以英文版本为准。

1. 诠释

“**条款**”指：

- (a) (如为香港科技大学与供应商根据香港科技大学招标流程订立的合约) (1) 除第2(d)款另有规定外，本《供应货物及 / 或服务合约的一般条款》，(2) 香港科技大学在招标书中所指明的任何特定及 / 或特别条款和(3) 上述条款和细则及 / 或香港科技大学已根据第2(b)或2(c)款以书面形式明确接纳的任何其他条款和细则的任何变更；或
- (b) (如为透过香港科技大学发出采购单，接纳供应商对卖方报价单所载的货物及 / 或服务所作的报价而于香港科技大学与供应商之间订立的合约) (1) 除第2(d)款另有规定外，本《供应货物及 / 或服务合约的一般条款》，(2) 香港科技大学在采购单中所指的任何特定及 / 或特别条款和(3) 上述条款和细则及 / 或香港科技大学已根据第2(b)或2(c)款以书面形式明确接纳的任何其他条款和细则的任何变更。

“**合约**”指(a)根据香港科技大学招标流程订立的、供应商向香港科技大学供应货物及 / 或服务的协议，由有关招标书、需求一览表、供应商投标书和香港科技大学对上述的接纳(通过发出采购单或其他书面形式)组成或，视情况而定，(b)透过香港科技大学发出采购单来接纳供应商对卖方报价单所载的货物及 / 或服务所作的报价而形成的、供应商向香港科技大学供应货物及 / 或服务的协议。

“**合约期**”指：

- (a) 指合约所列明的时间，或香港科技大学与供应商以书面形式共同协定的任何延长期间，加上根据第8(e)款整改的任何时间；或
- (b) 如合约未列明期限，则指由香港科技大学接纳供应商投标书或报价单(视乎何者适用)起计至供应商已按合约要求向香港科技大学供应后者所采购的所有货物及 / 或服务之日止的期间。

“**货物**”指如技术规格所述，供应商按合约将向香港科技大学供应的设备、物品、材料、服务和技术，或(在文义需要的情况下)上述任何若干部分或任何部分的任何组合。

“**香港科技大学**”指香港科技大学，位于香港九龙清水湾。

“**香港**”指中华人民共和国香港特别行政区。

“**知识产权**”指专利权、发明权、实用新型专利权、版权和有关权利(包括电脑软件权)、商标权、服务标志权、商标名称权、企业名称权、域名权、商业外观或装扮权、商誉权或就假冒提起诉讼的权利、外观设计权、集成电路的布图设计(拓扑图)中的权利、数据库权、机密信息中的权利(包括工业知识和商业秘密)、程序权和任何其他知识产权(不论其性质和在何处产生)，在每种情况下，不论已注册或未注册，不论是现在已知还是将来创建，并包括这些权利的所有申请、续期或延期，和世界上任何地方的所有类似或同等的权利或保护形式。

“**国家安全法律**”指任何在香港不时生效或适用于香港的、与维护国家安全相关的所有法律和法规，包括根据《2020年全国性法律公布》(2020年第136号法律公告)在香港实施的《中华人民共和国香港特别行政区维护国家安全法》及《维护国家安全条例》(2024年第6号)。

“**危害国家安全的罪行**”具有《维护国家安全条例》(2024年第6号)中所赋予的涵义。

“**违规行为**”指以下任何行为或活动：

- (a) 构成或导致发生任何危害国家安全的罪行的行为或活动；
- (b) 根据香港政府或香港科技大学的合理意见，相当可能构成或导致发生任何危害国家安全的罪行的行为或活动；或
- (c) 根据香港政府或香港科技大学的合理意见，有违国家安全利益或香港公众利益的其他行为或活动。

“**采购单**”指香港科技大学向供应商发出的货物及 / 或服务采购订单或其他书面订单，应视为香港科技大学接纳供应商根据条款对供应商报价单所载的货物及 / 或服务所作的要约，但如香港科技大学乃是根据已存在的合约发出任何采购单，则该采购单应视为香港科技大学根据该合约的条款和细则向供应商发出的交付指示。

“**有关人士**”，就任何人士而言，指该人士的董事、成员、雇员、代理人及承办商。

“**代表人**”指香港科技大学校园管理处的获授权人士或香港科技大学为协调和确保供应商提供的服务符合合约要求而委任的任何人员。

“**制裁**”指由任何制裁机构不时颁布、实施、管理或执行的任何贸易、经济或金融制裁、禁运或限制性措施，或相关法律或法规。

“**制裁机构**”指：

- (a) 中华人民共和国及其任何政府机构；
- (b) 香港及其任何政府机构；
- (c) 联合国安全理事会；
- (d) 美国及其任何政府机构(包括美国财政部海外资产控制办公室、美国国务院及美国财政部)；
- (e) 欧盟及其任何政府机构；或
- (f) 任何其他适用司法管辖区及其任何政府机构。

“**需求一览表**”指与合约相关的招标书所附的任何货物需求一览表。

“**服务**”指如需求一览表所提及和技术规格所述，在合约项下供应商将执行、提供或完成的所有服务，包括但不限于有关货物而执行、供应或完成的任何安装、保养及 / 或维修服务，或(在文义需要的情况下)上述任何若干部分或任何部分的任何组合。

“**技术规格**”指：

- (a) 合约或(在文义需要的情况下)与合约或适用采购单(如有)有关的详细技术方案所载的货物及 / 或服务的技术说明；及

(b) 货物及 / 或服务的任何其他技术规格, 或供应商已提供并已获香港科技大学认可的任何货物图纸或样本。

“供应商”指:

(a) (如为根据香港科技大学招标流程订立或将订立的合约) (i) 招标书所致的一方, 或(ii) 提交投标书的一方, 或(iii) 其投标书获香港科技大学接纳的一方; 或

(b) (如为任何其他情况) (i) 合约所指的或(ii) 采购单所致的货物及 / 或服务的供应商。

除非另有所指或文义另有需要, 否则本文件中提及的条款均指本《供应货物及 / 或服务合约的一般条款》的条款。

2. 条款适用范围

(a) 此等条款为香港科技大学准备与供应商进行交易的唯一条款, 并完全取替所有其他条款或细则。

(b) 除非香港科技大学在合约、适用采购单(如有)或通过其他书面形式明确接纳, 否则供应商在其报价单、或在其对任何采购单的任何确认或接纳、其所提供的任何技术规格或类似文件、或在其(或代表其)向香港科技大学所作的任何其他还价中所註明、附有或或提及的任何条款或细则概不构成合约的一部分。供应商放弃其如非有本条文便有可能享有、依赖这些条款和细则的任何权利。

(c) 此等条款适用于在合约项下向香港科技大学提供的所有货物及 / 或服务(视乎何者适用)。除非已获香港科技大学以书面形式明确同意, 对此等条款的任何变更的条款均属无效。

(d) 为免存疑, 如有任何不一致或冲突, 香港科技大学在关于合约的招标书或任何采购单(视乎何者适用)中所指明的任何条款及 / 或细则和香港科技大学根据第2(b)或2(c)款以书面形式明确接纳的任何变更或其他条款及 / 或细则, 应优先並凌驾于本《供应货物及 / 或服务合约的一般条款》。

3. 数量和技术规格

(a) 供应商向香港科技大学供应的货物及 / 或服务应在需全面符合技术规格要求。

(b) 以下条款适用于供应商向香港科技大学供应的货物:

(i) 需求一览表所示数量为估计可能需要的货物数量, 该估计必须被视为香港科技大学以在编制招标书时所获得的最充分凭证为依据而作出的估计, 以协助供应商作出投标判断, 而不得被视为对香港科技大学具有约束力的数量。供应商必须作出充分准备, 以在合同期内按香港科技大学采购单所列明的数量供应货物; 以及

(ii) 如供应商向香港科技大学所交付的数量超出采购单的订购数量, 则超额部分由供应商承担风险, 而香港科技大学无须以任何方式承担任何责任。香港科技大学可退回超额部分, 而供应商将独自承担和支付香港科技大学因超额部分所产生的仓储费用和香港科技大学因退回超额部分所产生的运输、托收和任何其他支出。

(c) 除非合约另有指明, 否则如供应商将按照合约提供任何服务, 供应商应提供完成服务所需的所有资源, 包括劳工、货物和材料、工具和设备, 且在合约中指明香港科技大学就该等服务须支付的价格已包括所有这些资源的所有应付费用和支出。

4. 包装货物

(a) 货物须严格按照合约及 / 或适用采购单规定的要求(如有)进行包装。

(b) 供应商须充分考虑货物性质、航运路线的当时状况和交付方式, 从而负责将货物妥善及适当地包装并予以固定, 以确保货物能完好无缺地送达目的地, 费用由供应商自行承担。

(c) 供应商须给所有货箱、包装等分别编号, 并在发票上列出相应编号。

5. 交付

(a) 以下条款适用于供应商向香港科技大学供应的货物:

(i) 货物须交付至合约或适用采购单(视情况而定)所指定或香港科技大学在交付货物前书面同意的交付地点, 运费须已缴付;

(ii) 交付日期应在合约或适用采购单(视情况而定)内列明, 如无指定交付日期, 则应在合约或发出适用采购单(视情况而定)后二十八天内交付; 以及

(iii) 供应商须确保每次交付货物时, 均须随附提供第9(a)款所述的发票。

(b) 除非香港科技大学另有指示或事先书面同意, 否则供应商须在合约或适用采购单(视情况而定)所指定的交付日期或之前, 在合约或适用采购单(视情况而定)所指定的地点提供服务。

(c) 如服务须在香港科技大学的处所内提供, 供应商须遵守并须确保和促致供应商及其分包商(如有)的所有工人在香港科技大学的处所内提供服务时遵守本《供应货物及 / 或服务合约的一般条款》的附件所列明的附加条款和细则。

(d) 交货时间和准时交货是合约的要素。

(e) 除非香港科技大学在合约及 / 或适用采购单(视情况而定)中另有指明, 否则香港科技大学只在正常营业时间内收货。

(f) 在不影响香港科技大学可能拥有的任何其他权利和补偿的情况下, 如供应商未能按合约或适用采购单(视情况而定)规定的时间及方式交付全部或任何货物及 / 或服务, 或交付的任何货物及 / 或服务在任何方面不完全符合合约或适用采购单(视情况而定)的条款, 香港科技大学有权自行全权酌情采取以下任何一项或多项行动:

(i) 取消适用采购单(全部或部分);

(ii) 拒收(全部或部分)货物, 并将其退回至供应商, 风险和费用由供应商承担, 而如果香港科技大学已向供应商付款, 供应商须立即向香港科技大学支付所退回的货物的全额退款;

(iii) 拒收供应商其后试图根据合约或适用采购单交付的货物及 / 或服务, 且不对供应商承担任何责任;

- (iv) 向供应商索回香港科技大学从其他供应商获得替代货物及 / 或服务而产生的任何费用；及 / 或
- (v) 如有延期的情况，由合约或适用采购单(视情况而定)规定的截止日期至向香港科技大学交付有关货物及 / 或服务之日止，自合约列明香港科技大学就有关货物及 / 或服务原来应付的金额中按每周0.5%予以扣除，最高可达原来应付的金额的5%。

6. 验收

以下条款适用于供应商向香港科技大学供应任何货物：

- (a) 供应商须于装运前至少七天通知香港科技大学或其代理人，以便对货物和包装进行检验。
- (b) 如果香港科技大学因任何该等检验结果认为货物不符合或不太可能符合技术规格，在不损害香港科技大学针对供应商可能拥有的任何权利和补偿的情况下，香港科技大学有权(但无义务)通知供应商，而供应商须立即采取必要行动，以确保货物符合标准，并且香港科技大学有权要求再次检验并现场见证。
- (c) 香港科技大学或其代理人获许在货物生产过程中及 / 或货物抵达目的地时进行例行检查，以确保香港科技大学的质量要求已获妥为遵循。
- (d) 尽管有上述检验，但供应商仍须对货物承担全部责任，任何检验均不减少或以任何其他方式影响供应商在合约下的责任。
- (e) 货物交付须接受由香港科技大学根据技术规格进行的检验及 / 或验收测试，因此，除非在下列情况下，否则交付的货物不被视为已获香港科技大学接纳：
 - (i) 香港科技大学就任何需要进行安装、调试和验收测试等的货物向供应商发出接纳通知；或
 - (ii) 香港科技大学并无在交付后六十天内拒收货物(上文(i)段所述货物除外)。

为免存疑，香港科技大学在供应商交付任何货物及 / 或服务时可能发出及 / 或作出的任何收据或确认，并不构成对其中所述货物及 / 或服务根据本第6(e)款获接纳或令人满意的确认。

以下条款适用于供应商向香港科技大学提供任何服务：

- (f) 供应商须按符合香港科技大学要求所需的形式或方式及提供香港科技大学要求所需的详情，适时拟备并向香港科技大学提交根据合约提供的所有服务结果的完整报告(包括(如香港科技大学有所要求)中期报告)。
- (g) 供应商须允许香港科技大学在作出合理通知的情况下，不时进入供应商的场所及检验有关进度。
- (h) 所有提供的服务均须接受由香港科技大学根据技术规格进行的检验及 / 或验收测试，因此，除非在下列情况下，否则提供的服务不被视为已获接纳：
 - (i) 香港科技大学发出接纳证明；或
 - (ii) 在服务完成并提供予香港科技大学之日起二十一天内，香港科技大学不因不满意该等服务令人而拒收该等服务。

7. 拒收

- (a) 在不损害香港科技大学针对供应商可能拥有的任何权利和补偿的情况下，香港科技大学有权拒收向其提供的并无严格遵守技术规格或被损坏、损毁或腐蚀的任何货物及 / 或服务，或取消与有关货物及 / 或服务相关的任何采购单。香港科技大学并无责任就所拒收的任何货物及 / 或服务或就所取消的任何采购单(视情况而定)支付任何款项。
- (b) 香港科技大学有权按其选择(i)将拒收的货物归还供应商，有关风险和费用由供应商承担或(ii)要求供应商在香港科技大学书面通知所交付的任何货物被拒收后两天内，从交付货物的地点收回货物，费用由供应商承担。
- (c) 除非香港科技大学在拒收通知内明确豁免供应商须更换有关货物的要求，否则供应商在收到香港科技大学的拒收通知后七天内，应以符合要求的货物更换有关货物，费用由供应商自行承担；但如需更换的货物须从香港境外的货源取得，则供应商必须尽快取得相关的更换货物，费用由供应商自行承担，并立即知会香港科技大学将更换货物交付予香港科技大学的最早交货日期。
- (d) 除非香港科技大学在拒收通知内明确豁免供应商须纠正被拒收服务的要求，否则供应商在收到香港科技大学的拒收通知后二十四小时内，应采取一切必要措施纠正被拒收的服务，费用由供应商自行承担。
- (e) 在不损害香港科技大学针对供应商可能拥有的任何权利和补偿的情况下，如供应商未能在第 7(c)或 7(d)款(视情况而定)规定的期间或(如需更换的货物须从香港境外的货源取得)未能在合理时间内更换被拒收的货物及 / 或服务，则香港科技大学保留权利，可从任何其他货源取得或采购当时未完成 / 交付或香港科技大学根据上文第 7(a)款拒收的货物及 / 或服务的替代货物及 / 或服务。供应商须向香港科技大学支付香港科技大学招致的超出合约下相关货物及 / 或服务(视情况而定)合约价格的任何额外费用。

8. 保证条款

- (a) 供应商保证：
 - (i) 根据本合约售出的货物(1)在材料、工艺和制作方面均无缺陷；(2)均符合指定的数量、大小和尺寸，并严格遵照技术规格；及(3)具备优良和适合销售的品质，并适用于拟定用途(供应商谨此确认，其已获告知或全面了解有关用途)；及
 - (ii) 除非技术规格或条款另有规定，否则根据本合约售出的货物均为全新且未曾使用；
 - (iii) 于根据合约售出的任何货物交付之日，供应商将对有关货物拥有完整、良好明确及无权利负担的所有权，并拥有向香港科技大学出售、转让及交付有关货物的完整及不受限制的权利、权力及授权。
 - (iv) 自根据合约售出的任何货物交付之日起，香港科技大学获得有关货物的有效及无权利负担的所有权。
- (b) 供应商保证：
 - (i) 根据合约提供的任何及所有服务均将按照技术规格，以适当的速度、绝对谨慎、最高的技能和勤勉尽责的方式进行，

并达到行业最高标准，且遵守不时生效的所有相关条例及法规的规定；

- (ii) 供应商的工人具备必要的资格及经验，且有能力执行服务；及
- (iii) 服务须按照技术规格及 / 或适用采购单(视情况而定)所要求的时间及期限内执行及完成。

(c) 供应商保证，其已获得并将在整个合约期内维持其提供货物及 / 或服务(视情况而定)及履行合约所需的所有牌照、授权、同意、批准、许可或登记。

(d) 除适用法律(包括但不限于《货品售卖条例》(第 26 章)及《服务提供(隐含条款)条例》(第 457 章))下隐含的保证、条件及条款外，上文第 8(a)至 8(c)款所述的保证条款亦适用于合约，并应在接纳货物及 / 或服务(按适用者)和付款之后仍持续有效。

(e) 如果在交付货物或提供服务(视情况而定)之日起十五个月内或合约或适用采购单指定的任何其他保养期(以较长期间为准)内，香港科技大学发现所提供的任何货物及 / 或服务并不符合本第 8 款下的任何保证条款，则在不损害香港科技大学对供应商可能拥有的任何权利和补偿的情况下，供应商须(按照香港科技大学全权酌情选择)(i)退还香港科技大学就相关有缺陷的货物或服务(视情况而定)所支付的款项；或(ii)更换有缺陷的货物或重新提供有缺陷的服务(视情况而定)，在各种情况下，费用均由供应商承担。

9. 付款

- (a) 在送货时，供应商须把列明采购单号码、交付的货物详情、数量、单价和金额的发票发至香港科技大学的财务处，地址位于香港九龙清水湾香港科技大学。
- (b) 除非香港科技大学另行同意，否则只有在货物根据第 6 款含义被视为已获接纳时才会支付款项。香港科技大学将在收到发票或收到货物之日(以较迟者为准)起三十天内支付款项。但是付款时间并非本合约的要素。如果货物需要安装及调试，则通常在结果令双方均满意的联合验收测试完成之日起三十天内支付款项。
- (c) 至于在执行合约过程中代表香港科技大学购买材料的偿付款项，付款须有发票的正本支持，该发票正本将由香港科技大学保留。
- (d) 在不损害任何其他权利或补偿的前提下，香港科技大学有权因供应商提供的不完整或令人不满意的服务或劣等货物及 / 或服务而扣除或拒付部分或所有付款。
- (e) 在不损害任何其他权利或补偿的前提下，香港科技大学有权用供应商在任何时间欠香港科技大学的任何款项抵销香港科技大学根据本合约须支付给供应商的任何款项。

10. 赔偿金或弥偿责任

- (a) 香港科技大学及其雇员、工人及代理人无须就或对于(i)供应商、其分包商、受让人或代理人履行合约或(ii)货物及 / 或服务的任何缺陷所导致或与其有关的任何工人或其他人士遭受意外或伤害或死亡(因香港科技大学或其任何雇员的疏忽而造成的伤害或死亡除外)于《致命意外条例》(第 22 章)、《雇员补偿条例》(第 282 章)或普通法或任何适用法律下的损害、损失或补偿负上任何责任；并且供应商须就与此相关的所有直接、间接或相应而生的法律责任、损失、申索、法律程序、支出、费用及开支(包括法律和其他专业费用和开支)全额弥偿香港科技大学。
- (b) 除非有关损害是由香港科技大学或其任何雇员的疏忽而直接造成，否则香港科技大学及其雇员、工人或代理人无须对供应商或其分包商、或供应商或其分包商或任何第三方的雇员、工人或代理人的任何财产损失或损害负上任何责任。
- (c) 供应商须就因供应商、其分包商或其各自任何雇员、工人或代理人的疏忽引起或与之有关的香港科技大学或其任何雇员、工人或代理人的任何财产损失或损毁或香港科技大学任何雇员、工人或代理人遭受的任何伤害而向香港科技大学作出弥偿。
- (d) 如果供应商或其分包商的任何雇员、工人或代理人在执行合约过程中或因合约受伤或死亡，则无论事主是否索赔，供应商均须在七个完整工作日内以书面形式通知代表人有关伤害或死亡的。

11. 保险

- (a) 供应商须就所有索偿、申索或责任向经香港科技大学批准的保险公司购买保险，及在合约期内继续投保，并须按照香港科技大学的要求向香港科技大学出示该保单及支付保费的收据的正本以供查阅，或在合约期内将有关保险单及收据的正本交给香港科技大学保管。
- (b) 如果供应商并无购买及继续投保第 11(a)款所述保险或根据合约条款供应商所须投保的任何其他保险，则在不损害香港科技大学针对供应商可能拥有的任何权利和补偿的情况下，香港科技大学有权(但无义务)购买及继续投保该等保险并支付因此而须缴付的保费。香港科技大学有权将香港科技大学就上述保险支付的款额当作为供应商欠香港科技大学的债项而追讨供应商，而供应商须应香港科技大学要求，立即就有关款项全额弥偿香港科技大学。

12. 知识产权及侵权

- (a) 供应商根据合约完成的所有工作以及编制和提交的所有报告(连同源代码，如适用)的版权和其他知识产权持续为香港科技大学的独有财产。供应商转让并同意将供应商对此类工作(包括源代码、资料、发明、系统、程序和相关文档，包括对其作出的改进和修改，以及供应商在合约期间制作、开发、编写或构思的其他原创作品)的所有权利和利益转让予香港科技大学，香港科技大学有全权独家使用、出版以及利用所有此类工作成果。
- (b) 供应商不得导致或允许任何可能损害或危及香港科技大学任何知识产权或香港科技大学对其该等知识产权的所有权的行为，亦不得协助或允许他人如此行事。香港科技大学保留对任何未经授权使用香港科技大学知识产权(包括但不限于照片、图形和文本)的行为采取法律行动的权利。
- (c) 供应商向香港科技大学保证并承诺，合约项下供应的货物及 / 或服务不得侵犯任何第三方的任何知识产权。
- (d) 供应商须弥偿香港科技大学及由香港科技大学就合约作为其代理人的所有人士以及其各自的雇员和代理人因针对他们之中的任何人士、指称供应商在合约下供应的货物及 / 或服务涉及侵犯任何知识产权的任何申索或法律行动所产生的或与之相关的所有责任、损失、支出、费用和损害，并确保他们免受损失，且供应商承诺就该等申索或法律行动作抗辩或达成和解，并承担所有费用。
- (e) 供应商须不可撤销地放弃并承诺促使供应商所完成的工作的所有作者不可撤销地放弃有关作品的所有精神权利(不论过去、现在或将来)，并独自承担有关费用及开支。该放弃权利须惠及香港科技大学、其受让人、经授权使用者和权利继承人，并自任何有关作品提交予香港科技大学的日期起生效。

13. 终止

(a) 香港科技大学有权在任何时间透过向供应商发出提前十四天的书面通知全部或部分终止合约。在此情况下，供应商须于收到通知后立即停止合约的所有工作，而香港科技大学须向供应商支付供应商因在终止时仍在进行的工作而直接实际产生的公平合理支出和开支，作为对供应商的补偿，作为就香港科技大学因合约及合约的终止而产生的或与之有关的、对供应商负有的所有责任的完全及最终的解决。

(b) 在下列任何情况下，香港科技大学可随时以书面通知立即终止合约，且无须对供应商承担任何责任：

- (i) 如果供应商违反合约内任何条款及细则，且如果香港科技大学认为该违约行为可予以补救，而供应商未能在香港科技大学向供应商发出书面通知要求就该违约行为作出补救之日起七天内(或香港科技大学可能书面批准的更长期限内)予以补救；或
- (ii) 如果供应商终止或者威胁将终止经营全部业务或其业务的重要部分；或
- (iii) 如果供应商无力清偿(或被视作无力清偿)到期债务，或中止清偿任何一项债务；或
- (iv) 如果供应商(包括但不限于其财务状况、业务及 / 或事务)发生任何重大不利变化，以致香港科技大学认为供应商充分履行合约项下义务的能力受到重大损害或受危害；或
- (v) 如果供应商(身为个人)在任何时间被宣判破产，或者有对其发出的接管命令或管理其物业的命令，或者参与根据当前有效的《破产条例》(第 6 章)的任何法律程序或清算或债务重整，或为其债权人利益而转易或转让其财产或达成债务重整协议或债务偿还安排，或看来进行任何上述行为；或
- (vi) 如果供应商(身为公司)通过决议案或者采取任何其他公司行动或程序，进行清盘、解散或重组，或者法院命令清算其资产，或者有代表债权证持有人的接管人或经理被委任，或者出现让法院或债权证持有人有权委任接管人或经理的情况。

(c) 香港科技大学行使本第 13 款、第 14(b)款或第 23(b)款项下的权利，不会损害或影响香港科技大学对供应商可能拥有的任何权利、诉讼或补偿。

(d) 尽管合约有任何相反规定，对于供应商或任何其他人士因合约(及 / 或合约终止)而引起或与之有关的任何类型的直接、间接、后果性或其他性质的损失、损害或费用，香港科技大学无须承担责任。

14. 严禁收受贿款和行贿礼品

(a) 供应商不得在合约期内或之后的任何时间，就与香港科技大学有关的合约或任何其他安排向香港科技大学任何雇员或行政人员或向香港科技大学任何校董会、教务委员会、顾问委员会、院务委员会、委员会或其他机构的任何成员提供或促使或准许提供《防止贿赂条例》所界定的任何利益并构成违反《防止贿赂条例》(第 201 章)。

(b) 如果发现供应商向香港科技大学任何雇员提供或给予任何酬金、红利、折扣、贿赂、贷款或任何其他礼品或代价作为与本合约或任何其他合约或采购单相关的诱饵或回报，香港科技大学有权立即终止本合约，且供应商须负责香港科技大学因此而承担的任何损失和损害。供应商承认知悉，根据《防止贿赂条例》，向香港科技大学雇员提供任何利益作为其在促进、签立或促致与香港科技大学的任何合约上给予协助或运用影响力的诱饵或回报，乃属违法。

15. 非专属性合约

不论香港科技大学与供应商之间订立了任何合约，香港科技大学仍有权就货物及 / 或服务的供应向其他供应商索取报价或另下采购单。然而，供应商有义务接受香港科技大学根据合约所发出的采购单。

16. 保密和个人资料私隐

(a) 供应商不得在合约期内或之后的任何时间：

- (i) 向任何人士泄露或传达，或允许向任何人士泄露或传达与香港科技大学的业务、财务或事务有关的任何机密资料(“机密资料”)(不论该等机密资料是否因合约、货物及 / 或服务或其他原因引起或与之相关)· 但已按香港科技大学批准的形式签署保密承诺的人士除外；
- (ii) 将任何机密资料用于履行合约以外的任何目的；及
- (iii) 允许任何人士协助提供货物及 / 或服务，除非该人士已按香港科技大学批准的形式签署保密承诺。

(b) 供应商承诺促使其代理人或雇员不得直接或间接披露、利用或使用透过合约获得的任何机密资料。

(c) 供应商根据合约占有或控制的包含或涉及任何机密资料及 / 或香港科技大学业务或事务的所有文件、记录、信函、设备或其他财产，以及供应商或其代表根据合约而制作的上述所有文件、记录、信函、设备或其他财产的所有副本或摘录(无论以何种形式保存)，均为香港科技大学的财产，并须在合约不论因任何原因而终止时退还予香港科技大学。

(d) 如果供应商(及 / 或供应商的任何分包商)在供应商提供任何服务及 / 或履行合约过程中为或代表香港科技大学收集、披露、使用、转移或以其他方式处理任何个人资料，则供应商应遵守、并确保和促使供应商及其分包商(如有)的所有工人遵守以下所有规定：

- (i) 遵守不时生效的《个人资料(私隐)条例》(香港法例第 486 章)及适用于服务的香港科技大学的《个人资料私隐政策声明》(Personal Data Privacy Policy Statement)及《个人资料收集声明》(Personal Information Collection Statement)；及
- (ii) 遵守不时生效的香港科技大学的《合约个人资料私隐条款》(Personal Data Privacy Terms for Contract)，以及合约可能包含或香港科技大学另行规定的与收集、披露、使用、转移及 / 或处理个人资料有关的任何其他条款；及
- (iii) 在不限制前述条款一般性的前提下，采取一切适当措施保护其根据合约处理的个人资料，以防止该等个人资料未获准许或意外地被查阅、处理、删除、丧失或使用，并根据法定要求和香港科技大学的政策和指示，在合约期届满后退还或销毁其所处理的任何个人资料。

17. 转让及分包

- (a) 未经香港科技大学事先书面同意，供应商不得转让、转授或转移合约或合约任何一部分予任何其他人士，但因公司合并或於有偿债能力的情况下进行的重组而供应商为该等合并或重组(视情况而定)后产生的实体或仍存续的实体，且供应商在合约项下的所有义务在该等合并或重组(视情况而定)后仍承担属合法、有效、具有约束力及可执行的情况下所作的转让、转授或转移除外。
- (b) 未经香港科技大学书面同意，供应商不得分包合约或分租合约或合约的任何部分，但合约或技术规格中已指定生产者或供应者(视乎何者适用)的货物及 / 或服务的任何部分除外。如果供应商将合约或其任何部分分包予第三方，供应商仍须承担合约项下的所有义务，且供应商须对任何分包商的行为、违约或疏忽负责，犹如其为供应商自身的行为、违约或疏忽。

18. 不可抗力

如果供应商因政府命令、法令或其他强制性要求、禁运、社会动荡或军事、公敌入侵、无法有稳当的交通措施、罢工、火灾或其他法律或法规或其他供应商无法控制且并非因供应商过错或疏忽而发生的偶然事件，造成供应商无法或延迟或中断履行全部或部分合约，香港科技大学有权选择(a)要求供应商暂停合约中货物的装运及 / 或履行合约涉及的服务或(b)随时全部或部分取消合约且无须对供应商承担任何责任，而在上述各种情况下，香港科技大学均无须对供应商负任何责任。

19. 弥偿

- (a) 供应商须就香港科技大学因下列事项而可能招致的任何及所有损失、损害、索赔、责任(无论刑事或民事)和开支(包括法律费用和成本)，向香港科技大学作出弥偿并使其持续得到弥偿：
 - (i) 供应商或其任何雇员或代理人的任何行为、疏忽或违约；或
 - (ii) 任何因货物及 / 或服务的供应而引起的任何事宜导致任何第三方成功索偿的违约；或
 - (iii) 因供应商所进行的工作或提供的货物及 / 或服务导致香港科技大学的电脑系统遭受或传播任何病毒、蠕虫或其他感染；或
 - (iv) 因供应商所进行的工作导致香港科技大学的电脑系统遭到任何黑客攻击，以及该黑客攻击所造成任何损害。
- (b) 供应商须将与其供应货物及 / 或服务所致任何事项相关的任何潜在索赔及时通知香港科技大学，且不得就任何该等索赔作出任何承认。

20. 一般规定

- (a) 香港科技大学于合约内的各项权利或补偿均不会损害香港科技大学享有的任何其他权利或补偿(无论是根据合约或法律)。
- (b) 如果具管辖权的任何法院、法庭或行政机构裁定合约的任何条款全部或部分不合法、作废、无效、可致无效或不可强制执行，则该条款(以裁定为不合法、作废、无效、可致无效或不可强制执行者为限)将被视为不构成合约的一部分，而无须修改合约的其他条款，并不得以任何方式影响合约其他条款的有效性和可强制执行性，合约其他条款将继续维持全面有效。
- (c) 香港科技大学如未有执行或延迟执行或部分执行合约的任何条款，将不被视为香港科技大学放弃其于本合约内的任何权利。
- (d) 香港科技大学就供应商违反或未能履行合约任何条款授出的任何豁免，将不被视为豁免其后出现的任何违约或失责行为，且在任何情况下不影响本合约的其他条款。
- (e) 供应商根据合约提供任何服务时，供应商仅为独立承包商而非香港科技大学的受雇人或雇员。合约中的任何内容均不得视为香港科技大学与供应商之间建立合伙、合营或代理关系或授权供应商作为香港科技大学的代理人行事。供应商无权以香港科技大学的名义或代表其行事，或以任何方式约束香港科技大学(包括作出任何声明或保证、承担任何义务或责任，以及行使任何权利或权力)。

21. 名称使用

供应商不得在未经香港科技大学事先书面同意下出于任何目的使用、包括或提及香港科技大学的名称、专有标志、服务标志、商标或徽标、或其任何变体、改编或缩写(无论其是否已注册或可注册)，或香港科技大学任何员工的姓名。

22. 吸烟

香港科技大学为非吸烟校园，如任何人士被发现在任何校园范围内吸烟，根据《吸烟(公众卫生)条例》(第371章)，可能会被检控及罚款。

23. 国家安全及遵守法律、规例等

- (a) 在履行合约时，供应商须遵守所有适用的法律和法规(包括但不限于与公共卫生、公共秩序、公共安全、国家安全及反歧视相关的香港法例，以及所有适用的出口管制法律和法规)，以及香港科技大学不时通知的政策及行为守则。
- (b) 尽管任何报价、招标书及其他招标文件、合约或采购单中有任何相反规定，如发生以下事件，香港科技大学有权透过发出通知即时终止合约：
 - (i) 供应商或其任何有关人士从事或涉及，或正在从事或涉及任何违规行为；
 - (ii) 香港科技大学有合理理由相信上述任何事件即将发生；或
 - (iii) 香港科技大学须依循法律或香港政府要求终止合约。在本(b)段中，“从事”或“涉及”包括协助、教唆、怂恿、煽动、推动或促使另一人士执行或不执行某行为。
- (c) 供应商不得在履行合约期间直接或间接雇佣或任用任何非法劳工。
- (d) 供应商向香港科技大学确认并承诺：
 - (i) 供应商并非在任何受到制裁的司法管辖区注册、居住或位于该地，亦并非受任何受到制裁的人士(或在任何受到制裁的司法管辖区注册、居住或位于该地的人士)拥有或控制，或代表任何该等人士行事；及

(ii) 供应商从未收到关于供应商或其参与本合约的任何董事、管理人员或雇员违反或涉嫌违反制裁或任何相关法律行动、诉讼或调查的通知，亦未知悉有任何上述法律行动、诉讼或调查；

如上述任何内容不再为真实无误，供应商须及时以书面形式通知香港科技大学。

(e) 供应商知悉并同意：

(i) 香港科技大学不会接受，且供应商不得向香港科技大学供应（或试图供应）任何来源于受任何制裁机构全面经济制裁的地区或国家的货物；

(ii) 供应商在根据合约交付货物及/或服务时或之前，须提供与该等货物及/或服务（视情况而定）相关的书面信息，包括其来源地、国际商品统一分类代码(HS 代码)、出口管制分类编号(ECCN)、适用的进/出口许可证要求/豁免(包括该等货物及/或服务是否受美国《出口管理条例》(EAR)管辖)及(如适用)商品分类自动跟踪系统编号(CCATS)，并且应香港科技大学的要求及时提供支持文件；及

(iii) 供应商在知悉在上述第(ii)段下向香港科技大学提供的信息有任何变更时须及时以书面形式通知香港科技大学，并且在合约有效期间每年确认在上述第(ii)段下向香港科技大学提供的信息。

24. 监管法律与解决争议

(a) 本合约受香港法律管辖。

(b) 凡因本合约所引起或与之相关的任何争议、纠纷、分歧或索赔，包括合约的存在、效力、解释、履行、违反或终止，或因本合约引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。仲裁地应为香港，仲裁员人数为一名，仲裁程序应以英文进行。

附录

在香港科技大学的处所内履行服务的附加条款和条款

1. 财产保护

在履行服务期间，供应商须保护合约期内可能受服务影响的所有楼房外墙粉饰和附近的设备。在履行服务期间如出现任何损毁，则须立即呈报香港科技大学，且供应商须自行出资维修、更换或修补有关损毁，否则香港科技大学有权由应付予供应商的款项中扣除修复有关损毁的费用。

2. 保障公众人身安全

供应商须做足安全措施以免危及公众及其他人士，包括但不限于设置足够栅栏、警告牌保护网及灯光照明。供应商须就其采取的安全措施承担全部责任。

3. 《职业安全及健康条例》

(a) 供应商须在合理实际可行的情况下采取一切必要措施，确保其所有雇员在履行于合约内的供应商责任时的健康和安全。無損上述规定，供应商须就合约：

(i) 提供和确保机器和工作系统均是安全并且不会对健康构成危险；

(ii) 必须作出安排以确保雇员在使用、处理、储存及运输机器或物料时的安全，且不会对健康构成危险；

(iii) 为其雇员提供信息、指示、培训及进行监督；

(iv) 在其控制范围内维持工作场地安全，且不会对健康构成危险；及

(v) 确保供应商的雇员能顾及因其行为或疏忽而可能受影响的其他人士的安全和健康，并与供应商以及其他有关人士合作以确保遵守所有适用的法定规定，包括《职业安全及健康条例》(第 509 章)的规定。

(b) 供应商须就因其未有遵守上述子条款(a)或任何适用法定规定所施加的任何其他责任而直接或间接引致、针对香港科技大学的所有索偿、诉讼、法律程序、要求及诉讼及 / 或施加予香港科技大学的罚款及处罚，以及与其相关的所有成本及开支，供应商须全数弥补予香港科技大学。

4. 台风防御措施

如果悬挂一号或以上台风警告信号，供应商须确保对服务场地内所有不稳固的物品进行加固，并立即清除及移除散落场地四周的所有松散物品。

5. 视察场地

投标单位在向香港科技大学提交任何标书或报价之前，必须视察场地并了解场地情况。无论供应商或其雇员、代理人或代表是否实际视察过场地或是否就相关情况进行过查询，供应商均被视为已充分知悉场地及其情况的所有方面。供应商无权就场地及 / 或其情况向香港科技大学提出任何申索，而香港科技大学也不就此对供应商承担任何责任。

6. 场地主管

供应商须委聘一位资历丰富的全职场地主管，作为供应商代表与代表人接洽与服务有关的事宜、收取场地指令及落实本附录第3(a)款及

第10款所规定的安全和健康要求。

7. 进入场地

供应商的雇员及工人必须遵守香港科技大学在服务开始之前所颁布关于进入场地、保安监控、发出通行证及类似事宜的所有规则及条例。

8. 临时水电供应

如为履行服务所需，香港科技大学将免费向供应商提供临时水电供应，但是供应商必须自行安排在香港科技大学指定的地点接驳该等设施以取得该等临时水电供应。上述的供应点未必邻近进行服务的场地。

9. 电力工程安装

如供应商的任何雇员、分包商或代理人在履行服务期间需进行任何电力工程，则所有该等电力工程须由取得合适级别证书的注册电业工程人员负责，并须符合所有相关规例及守则。供应商必须为获香港政府机电工程署批准的注册电业承包商，并须在进行电力工程之前向香港科技大学递交“注册电业工程人员证明书”副本及在服务完成后立即提交“完工证明书-表格WR1/WR1(A)”。

10. 法定及香港科技大学安全和环保规定

供应商在履行合约时必须遵守香港政府颁布的成文法则、法令或法规。供应商还须遵守由香港科技大学健康、安全及环境处编制的安全及环保手册所载的所有相关安全和健康规定。上述手册的副本在健康、安全及环境处可供查阅。

11. 清理废物

除非经代表人批准外，在服务进行期间，供应商每日须尽快清除(或安排清除)场地上的所有废物、板条箱、剩余材料等等(费用自行承担)，以保持通道畅通无阻及以便检查服务。供应商还须遵循代表人有关清除废物或清理场地的任何指示。

12. 动火作业许可证

在进行任何动火作业之前，供应商必须从香港科技大学健康、安全及环境处取得动火作业许可证(Hot Works Permit)。所有动火作业必须遵守香港科技大学颁布的动火作业许可程序。

13. 作业时间

准许作业时间一般为工作日八时三十分至十七时三十分(星期日及公众假期除外)，但是视乎能否使用有关场地，供应商可能须于非办公时间、星期日或公众假期进行作业。

14. 工程施工

服务进行期间须尽量减少对楼宇内正在进行的各项活动和使用设施所带来的干扰及不便。供应商须于开始进行服务前就其工作计划及/或施工说明书须取得代表人的同意。

15. 变更

香港科技大学可于合约期内随时以书面形式向供应商作出指示，就服务的质量或数量作出修改、增加、删减、替换或其他变更。香港科技大学要求作出的任何变更概不会导致合约无效。供应商必须执行有关变更，并仍受相同的适用条款所约束，犹如上述变更已在合约上列明。香港科技大学就该等变更应付的额外费用(如有)须按合约内条款计算，但如果合约内并无适用条款用以确定该金额，则有关款额将为香港科技大学合理评估的金额。

16. 总价合约

合约为固定总价合约。合约内规定或供应商所报的项目及数量仅供参考。除非香港科技大学在合约内明确规定任何项目的数量仅为暂定的数量并且该等项目的数量将在工程完成后重新计量，否则即使安装或提供的最终数量与合约所载者或供应商所报价者不同，也不会对合约总金额构成改变。

17. 保修期

保修期为香港科技大学核证服务完成后十二个历月，或在合约内另行协定或经香港科技大学与供应商另行书面协定的期间。如果保修期内出现任何因材料或工艺不符合合约规定而产生的缺陷或故障，供应商必须于自香港科技大学向供应商发出通知当日(或与代表人书面协定的任何其他日期)起计一个历月内纠正该等缺陷或故障，费用自行承担。。

18. 报销款项

如合约要求香港科技大学报销供应商代香港科技大学购买任何材料的款项向供应商，供应商须向香港科技大学提交收据或销售发票(其形式须经香港科技大学批准)的正本，以及香港科技大学合理要求的其他文件，方可处理并安排报销。香港科技大学将保留所有该等收据、销售发票及相关文件。供应商承认并同意，香港科技大学不会接纳任何抬头人为第三方而非供应商的收据或销售发票的报销申请。

19. 供应商的雇员、工人和代理人

当供应商及其分包商的雇员、工人和代理人处身于香港科技大学的处所内及香港科技大学的附近区域时，供应商须对他们的行为负责，并须确保他们的行为恰当。香港科技大学有权要求供应商将供应商及其分包商安排在香港科技大学的处所内的任何雇员、工人或代理人调离香港科技大学的处所或将其更换。如香港科技大学合理地认为任何有关人士在校园内不受欢迎，可拒绝有关人士进入校园。

20. 与其他方联系

在履行服务期间，供应商须与香港科技大学其他部门、承包商、顾问及代理人联系和合作，以提高校园的维修保养和管理效率。

21. 香港科技大学的财产

香港科技大学提供予供应商使用的身份证明文件、材料、设备等物品必须于服务完成后或应香港科技大学要求，立即归还予香港科技大学，如这些物品有所损失或损坏，供应商必须对此负责并立即作出补救和赔偿。

22. 制服

供应商及其分包商的雇员、工人和代理人在香港科技大学的处所内工作时必须穿着清楚显示其公司名称的制服。

采购处

于2025年12月更新