

CONSULTANCY AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____ 20___, by and between Civic Exchange of Hong Kong (hereinafter "CE"), and _____ (hereinafter, "Consultant"), of Hong Kong.

WITNESSETH:

WHEREAS, CE desires to retain the Consultant for counsel and assistance for projects and ventures to be undertaken by CE; and

WHEREAS, Consultant is ready, willing and able to assume such appointment;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1 **Appointment, Authority and Responsibilities of Consultant**

- 1.1 Subject to the terms and conditions hereof, CE hereby appoints Consultant as its consultant and advisor. Consultant hereby accepts said appointment.
- 1.2 Consultant shall assume the responsibilities in relation to the project "Civic Exchange Climate Change Conference 2010" ("the Project") and deliver the agreement deliverables as outlined in **Appendix A – Scope of Work and Agreement Deliverables**.
- 1.3 Except as may be expressly authorized from time to time, the Consultant is neither an employee of the CE nor the CE's agent, and shall have no authority to assume or create contractual obligations or responsibilities on the part of the CE.

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CIVIC EXCHANGE IS A COMPANY WITH LIMITED LIABILITY AND A REGISTERED CHARITY IN HONG KONG.

ROOM 701, HOSEINEE HOUSE, 69 WYNDHAM STREET, CENTRAL, HONG KONG.
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2 Compensation

- 2.1 As compensation for Consultant's services under this Agreement, the CE will pay to Consultant a consulting fee of HK\$_____ under the terms as outlined in **Appendix B – Schedule of Payment**.
- 2.2 Consultant shall be solely responsible for all taxes in respect of compensation received hereunder.

3 Agreement Term

- 3.1 This Agreement shall be in effect for a period of up to ___ months beginning on _____ 20__.

4 Termination of Employment

- 4.1 The Consultant's employment shall terminate, or be terminated, with one month' written notice from either CE or the Consultant.
- 4.2 Without any liability of any kind and without relinquishing any other rights it may have at law, CE may terminate this Agreement by giving the Consultant written notice, if the Consultant fails to perform in a timely fashion his obligations as outlined in **Appendix A – Scope of Work and Project Deliverables**, or if the conduct of the Consultant is likely to bring CE into disrepute.

In the event of such notice given, CE shall not be required to pay the Consultant for work performed, or expenses incurred, after the stated termination date. Upon the stated termination date, the Consultant shall stop work and take all responsible steps to preserve and protect the work produced to date and shall comply with instructions served by CE as to the deposition thereof.

5 General Terms

- 5.1 This Agreement may not be assigned by Consultant, whether voluntarily or by operation of law, without the prior written consent of the CE.

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- 5.2 This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written agreements, policies, understandings, representations and warranties between the parties hereto on the subject matter hereof; and there are no conditions affecting this Agreement which are not expressed herein.
- 5.3 Except as otherwise provided herein, this Agreement may be modified or amended only by writing signed by both of the parties hereto.

6 **Confidentiality**

- 6.1 In this Agreement, 'Confidential Information' includes the planning and management techniques and procedures, budgeting processes, pricing policies and contract terms of each party, but does not include information that:
- (i) Must be disclosed by law;
 - (ii) Must be disclosed to ECF in compliance with CE's funding agreement;
 - (iii) Is or becomes publicly available independently of the other party's acts or omissions; or
 - (iv) Is developed by a party independently of the Confidential Information of the other party.
- 6.2 During and after the term of this Agreement, a party must not knowingly disclose the other party's Confidential Information without that party's consent, nor make use of any of the other party's Confidential Information for its own purposes or for the benefit of any third party.
- 6.3 If requested by CE, the Consultant agrees to sign a separate Non-Disclosure-Agreement with CE relating to any sensitive materials supplied by CE, speakers, or contractors and suppliers appointed by CE.

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IN WITNESS WHEREOF, the parties have caused their authorized officers to execute this Agreement on the date and year first above written.

FOR CIVIC EXCHANGE:

CONSULTANT:

By: _____

Name:

Name:

Title:

Date:

Date:

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APPENDIX A – SCOPE OF WORK AND AGREEMENT DELIVERABLES

Scope of Work

To undertake event management and event production services for the Project in accordance with the Request for Proposal in Appendix C and the Consultant's proposal in Appendix D.

Agreement Deliverables

A. As per "Event Management & Production Requirements" in Appendix C.

B. Accounting:

B.1 The Consultant is aware that CE is:

- (a) Funded in part for this Project by the Hong Kong SAR Government's "Environment & Conservation Fund"; and
- (b) Required to maintain high accounting and probity standards in the expenditure of the Project funds.

B.2 The Consultant agrees to exercise utmost prudence in procuring capital items (including minor works and equipment), goods or services for the project and must adhere to the following procedures:

- (a) For every procurement the aggregate value of which is HK\$5,000 or below, quotations from suppliers are not required.
- (b) For every procurement the aggregate value of which is more than HK\$5,000 but less than HK\$10,000, quotations from at least two suppliers should be obtained.
- (c) For every procurement the aggregate value of which is HK\$10,000 or more, but less than HK\$500,000, quotations from at least three suppliers should be obtained.
- (d) For every procurement the aggregate value of which is HK\$500,000 or more, open tendering should be used.

B.3 All quotations and tendering documents should be retained and made available upon request. The Consultant should select the supplier that has submitted the lowest bid. If the lowest bid is not selected, the Consultant should at the time write and retain with the quotation and tendering documents a full justification.

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B.4 The Consultant should keep sufficiently good records to enable its accounts relating to the Project, if requested, to be audited by a certified public accountant (practicing) within the meaning of section 2 of the Professional Accountants Ordinance (Cap 50).

APPENDIX B – SCHEDULE OF PAYMENT

The sum stipulated in Section 2.1 shall be paid by CE, by cheque made payable to the Consultant upon presentation of invoice, according to the following schedule:

- 30% upon signing this agreement.
- 30% on 31st May 2010, subject to satisfactory performance.
- 30% on 30th September 2010, subject to satisfactory performance.
- 10% upon completion.

Payments to be posted to:

[Consultant's address]

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