

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Burson-Marsteller

2. Registration No.

~~2439~~ 2469

3. Name of Foreign Principal

Hong Kong Special Administrative Region - Hong Hong Economic and Trade Offices

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Check Appropriate Boxes:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The consultant will work closely with the ETOs to create confidence in the economic and political future of Hong Kong, based upon a better understanding of its present and future circumstances and of its significance for U.S. interest.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
- a. Provide strategic counsel to the ETOs on the development and management of Hong Kong's communications program and activities in the U.S.
  - b. Facilitate communication with the U.S. corporate/financial leaders, media and academic institutions for Hong Kong Government officials
  - c. Support the ETOs continuing media relations activities
  - d. Assist the ETOs in developing and qualifying "high value" national and regional speaking opportunities for ETO spokespersons and visiting dignitaries.
  - e. Provide counsel and support to the ETOs in the development of communications support program for "personal diplomacy" visits (state duty visits) to selected markets.
  - f. Support the ETOs in positioning Hong Kong as a strategic partner that the U.S. could engage in exploring the fast opening up Mainland market with China's accession to the World Trade Organization.
  - g. Assist the ETOs in enhancing presentations for use throughout the program activities.
  - h. Present creative ideas for special projects in order to focus recognition and positive attention on Hong Kong, and be prepared to support the execution of these projects subject to budgetary availability.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below?      Yes       No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Item 8

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Date of Exhibit B <i>6-24-05</i>	Name and Title Sharon Balkam Managing Director/Business Manager, U.S. Public Affairs	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**AGREEMENT**

**ON**

**PUBLIC RELATIONS CONSULTANCY**

**IN THE UNITED STATES**

**FOR**

**HONG KONG**

**SPECIAL ADMINISTRATIVE REGION GOVERNMENT**

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**ANNEX A – CONSULTANCY BRIEF**

**ANNEX B – CONSULTANCY PROPOSAL**

THIS AGREEMENT is made the twenty-eighth day of April 2005.

## **PARTIES**

- (1) **THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION** as represented by the Commissioner for Economic and Trade Affairs, United States of America (the "Government").
- (2) **Burson-Marsteller, L.L.C.**, a limited liability corporation incorporated in the State of Delaware, the United States of America and having its headquarters office at 230 Park Avenue South, New York, New York, 10003 (the "Consultant").

## **RECITALS**

1. The Government wishes to appoint a consultant to provide Public Relations Consultancy Services to the Government in the United States of America and especially as a supplement to the Government's direct lobbying efforts on the Capitol Hill, in designing, developing and implementing a communication and public relations programme designed to impress upon decision-makers and opinion formers the importance of Hong Kong for the U.S. interests and its long-term viability as an international business and investment centre.
2. The Consultant has agreed to provide such services on the terms and conditions hereinafter contained.

## **OPERATIVE PART**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Agreement"**

means this Agreement including Annex A, Annex B, The Consulting Team Schedule, The Fee Schedule and The Services Schedule;

**"Annex A"**

means that part of this Agreement containing the Consultancy Brief issued to the Consultant on 7 December 2004 ("the Consultancy Brief");

**"Annex B"**

means that part of this Agreement containing the Consultant's Proposal dated 7 January 2005 ("the Consultant's Proposal");

**"Associate"** in relation to any person means:

- (a) a Relative or partner of that person; or
- (b) a company one or more of whose Directors is in common with one or more of the Directors of that person.

**“Associated person”** in relation to another person means:

- (a) any person who has Control, directly or indirectly, over the other; or
- (b) any person who is Controlled, directly or indirectly, by another; or
- (c) any person who is Controlled by, or has Control over, a person at (a) or (b) above.

**“Commencement Date”**

means 1 April 2005.

**“Completion of the Consultancy Services”**

means the acceptance of the final Deliverable by the Government or the completion of all Consultancy Services to the satisfaction of the Government, whichever is later.

**“Consultancy Fee”**

means the consultancy fee payable by the Government to the Consultant as referred to in Clause 6.

**“Consultancy Services”**

means the consultancy services to be provided by the Consultant pursuant to this Agreement including The Services Schedule.

**“Consulting Team”**

means each and every one of the persons constituting the Consulting Team listed in The Consulting Team Schedule.

**“Control”** in relation to another person means the power of a person to secure:

- (a) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or
- (b) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
- (c) by virtue of holding office as a Director in that or any other person;

that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.

**“Deliverables”**

means each of the contributions in writing, whether or not by electronic means (including but not limited to the strategies and plans, publications and materials, research, speeches, website contents, etc.) and each of the events and activities (including but not limited to public events solely or jointly organised by, sponsorship opportunities, press conferences, etc.) as more particularly referred to in The Services Schedule.

**“Director”**

means any person occupying the position of a director by whatever name called and includes without limitation a de facto or shadow director.

**“ETOs”**

means Hong Kong Economic and Trade Offices in Washington, New York and San Francisco.

**“Force Majeure”**

means

- (a) any supervening outbreak of war affecting Hong Kong or the United States, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, overthrow (whether by external or internal means) of their respective governments, civil war, riot, civil disturbances, fire if not caused or contributed to by the Government or the Consultant, or their respective Associates or Associated persons or any employee or agent or ex-employee or ex-agent thereof, civil commotion and acts of God; or
- (b) any supervening catastrophic event which is similar to the foregoing if not caused or contributed to by the Government or the Consultant, or their respective Associates or Associated persons or any employee or agent or ex-employee or ex-agent thereof,

and which, in either (a) or (b) above, prevent(s) the performance of the Consultant's duties and obligations hereunder.

**“Government Representative”**

means the Commissioner for Economic and Trade Affairs, United States of America or such other officer as notified by the Government to the Consultant in writing from time to time.

**“Hong Kong”**

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

**“Relative”**

means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of

the natural parent and the adopting parent and a step child to be a child of both the natural parent and the step parent.

**“U.S.” or “U.S.A”**

means the United States of America.

**“The Consulting Team Schedule”**

means the Schedule bearing that title forming part of this Agreement.

**“The Fee Schedule”**

means the Schedule bearing that title forming part of this Agreement.

**“The Services Schedule”**

means the Schedule bearing that title forming part of this Agreement.

- 1.2 Words importing the singular only shall include the plural and vice versa unless the context otherwise requires.
- 1.3 References herein to any person shall include any individual, corporation, firm, limited liability company, trust, joint venture, association, company, partnership, and any unincorporated body unless the context otherwise requires.
- 1.4 The headings or notes in this Agreement are for ease of reference only and shall not affect, limit or extend the interpretation or constructions of this Agreement.
- 1.5 References herein to Clauses, Annex(es) and Schedules are to Clauses in and Annex(es) and Schedules to this Agreement unless the context otherwise requires.
- 1.6 Each gender includes the others unless the context otherwise requires.
- 1.7
  - (a) The Annexes marked “A” and “B” shall form an integral part of this Agreement for all purposes.
  - (b) In the event of any repugnancy, inconsistency or conflict within this Agreement, the provisions in Clauses 1-29 (inclusive) and the Schedules shall prevail over those in the Annexes.
  - (c) In the event of any repugnancy, inconsistency or conflict between the provisions in Annex A and those in Annex B, the provisions in Annex A shall prevail.

## 2. **ENGAGEMENT**

The Government hereby agrees to engage the Consultant and the Consultant hereby agrees to act as Consultant to the Government in relation to the performance of the Consultancy Services.

**3. TERM**

- 3.1 The Consultant shall be awarded a fixed-term contract of twenty-four (24) calendar months.
- 3.2 This Agreement shall commence on the Commencement Date and shall continue subject to the terms as hereinafter mentioned until Completion of the Consultancy Services or the expiry or earlier termination of this Agreement, whichever shall first occur.

**4. SCOPE OF CONSULTANCY SERVICES**

- 4.1 The Consultant shall carry out the tasks and complete the Deliverables as specified in The Services Schedule with a view to achieving the public relations objectives of the Government during the term of the Agreement.
- 4.2 The Consultant shall complete the Consultancy Services as set out in The Services Schedule in accordance with the reasonable timetable, date or periods which may be imposed by the Government or Government Representative in respect of the Consultant's performance. In circumstances where Government considers that the Consultancy Services are required urgently or are time-critical, the Government Representative may make the timetable, date and period referred to in this Clause of the essence by notice in writing to the Consultant to that effect.
- 4.3 The Consulting Team shall work in co-ordination with other bureaux and departments of the Government and their agents, consultants and/or contractors as from time to time may be reasonably required by the Government or the Government Representative.
- 4.4 Subject to prior approval from the Government Representative, the Consultant is allowed to enter into procurement contracts as provided in The Services Schedule with third parties to effectuate the purposes of this contract.
- 4.5 The Government may give the Consultant guidance, direction and assistance in relation to the performance of the Consultancy Services. The Consulting Team must comply with the reasonable directives, if any, given by the Government Representative in the implementation of the Consultancy Services.
- 4.6 The Government shall monitor the consultant's performance in the following ways-
  - (a) Within the first month of the Commencement Date, the Consultant and the ETOs shall agree upon performance targets that will enable the ETOs to measure the Consultant's performance on an ongoing basis;
  - (b) The Consultant is required to provide a monthly report on its activities in accordance with Clauses 5.1 and 6.3 below;

- (c) ETOs and the consultant shall conduct half-yearly reviews to evaluate performance and to update the plan for the next half-year period; and
- (d) Upon the request of the Government Representative, the Consultant shall attend meetings with the ETOs and/or the Government's Representative to enable the Government to monitor the progress of the Consultancy Services and the Deliverables, and to discuss matters arising therefrom. Such meetings shall be held at such places and times as may be specified by the Government Representative in consultation with the Consultant at such intervals as are conducive to the efficient and timely performance of the Consultancy Services and within the budgets contemplated herein.

4.7 At the meetings referred to in Clause 4.6(d) above, the Consultant shall give such assistance as may be reasonably required to the Government regarding the Deliverables, including explanations of the recommendations given by the Consultant. The Consultant shall give full and proper consideration to all comments and suggestions put forward by the Government about the Deliverables, and where such comments and suggestions are put or confirmed to the Consultant in writing, the Consultant shall provide written responses thereto.

4.8 The Government will provide all information necessary for the Consultant to make any filings required under the Foreign Agent Registration Act of 1938.

## **5. PREPARATION AND EXAMINATION OF DOCUMENTATION**

5.1 The Consultant shall be responsible for ensuring accurate and contemporaneous monthly activity reports are prepared showing clearly the tasks and Deliverables completed.

5.2 The Consultant shall, on the written request of the Government Representative made at any time, permit during ordinary business hours any officer of the Government authorised by the Government Representative to examine any material, paper, document, drawing, data, record, information in a storage or retrieval device or other means of sorting or collating information or computer programme or any model, prototype or apparatus if such item relates to the Consultancy Services and has been developed or created by the Consultant for the purposes of this Agreement and when requested to do so, the Consultant shall at its own cost provide the Government with a reasonable number of copies of any such item. All such records will be maintained and accessible to the Government at Consultant's offices within the United States. Any and all travel related expenses (such as airfare, hotel, ground transportation and meals) for the Government Representative to audit such records in the United States shall be the sole expense of the Government. Consultant shall not charge the Government time charges of Consultant's employees related to review of any such records.

5.3 Unless otherwise provided in The Services Schedule or approved by the Government Representative, the Consultant shall at its own cost deliver to the Government hard and soft copies of the Deliverables as required by the Government.

## 6. PAYMENT

- 6.1 Subject to the provisions of this Agreement, the Government shall pay to the Consultant in consideration for the satisfactory performance of the Consultancy Services by the Consultant, such Consultancy Fees, inclusive of any applicable sales tax, in the total sum of US\$500,000.00. The Consultancy Fee shall be payable to the Consultant on monthly basis and the amount payable by the Government for each calendar month is set out in The Fee Schedule.
- 6.2 The Consultancy Fee referred to in Clause 6.1 above shall consist of all staff costs and the service fees, which shall be inclusive of all costs, charges and disbursements incurred by the Consultant in the performance of the Consultancy Services including without limitation all such expenses on media lunches, meals with business contacts, memberships and attendance in chamber events, transportation (local or overseas), secretarial support, and production of routine reports and other miscellaneous out-of-pocket expenses, incurred in carrying out the Consultancy Services. The Consultancy Fee shall also be inclusive of all fees, costs, charges and disbursements incurred by the Consultant in appointing or engaging any sub-contractors, advisers, external experts or others to perform any part of the Consultancy Services under this Agreement, or to advise or assist in relation thereto.
- 6.3 Not later than the 15th day of each calendar month, the Consultant shall submit to the Government Representative an invoice for the Consultancy Fee together with the monthly activity report prepared in accordance with Clause 5.1 above, which sets out details of the tasks and Deliverables completed in the preceding calendar month. The first submission shall be made by the Consultant to the Government on 15th May 2005. The Government shall, upon satisfaction of the Consultancy Services that have been provided by the Consultant, use all reasonable endeavours to pay the said fee within 30 calendar days after the date of receipt of the said invoice by the Government Representative.
- 6.4 The Consultant and the Government recognise that it will be necessary to maintain a close and ongoing review of budgetary and billing procedures against their actual experience in order to determine the most cost-effective system and will include this item as a major priority within their review procedures.
- 6.5 In addition to the tasks and Deliverables specified in The Services Schedule, the Government may also require the Consultant to undertake additional assignments. Engagement of the Consultant for any additional service or for services which are not covered by the scope of Consultancy Services in this Agreement shall require the prior written approval of the quotation by Government and acceptance by the Consultant. If such additional services will require additional funding, Consultant must advise the Government of such in advance and may not proceed with any such additional services which require additional funds without the written approval of the Government. The Government shall not be responsible for any over-runs over the agreed budget of US\$500,000.00 unless this has been specially agreed in writing in advance.

- 6.6 The Government is entitled to withhold the payment of any portion of the Consultancy Fee in the event that:
- (a) any Consultancy Service is not performed to the satisfaction of Government;
  - (b) portion of the Consultancy Fee is disputed by Government on reasonable ground and that the Government has provided Consultant with written detailed notification of such dispute;
  - (c) the Government has reasonable grounds to claim that the Consultant is or will be liable under the indemnity clause for the loss or damage suffered by the Government; or
  - (d) the withholding is required by the Hong Kong Inland Revenue Department or by any other applicable law.

**7. DISCLOSURE OF FEES PAYABLE TO THE CONSULTANT**

The Government and Consultant agree that the terms of this Agreement shall be confidential and neither party shall disclose the terms hereof to any third party, save for the Government's obligations to report and account for its expenditures to the Executive Council and Legislative Council of the Hong Kong and the Consultant's obligation to comply with any filings compulsorily required for regulatory purpose, court orders or other applicable directives of law. The Government shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit, the fees, costs and expenses payable by the Government under this Agreement.

**8. ERRORS AND OMISSIONS**

Without prejudice to any of the Government's other rights, powers or remedies in respect thereof in the event that any of the Deliverables contain any material factual errors or omissions, the Consultant shall correct the same forthwith upon being requested in writing by the Government Representative to do so or upon becoming aware of the same. Such correction shall be effected to the satisfaction of the Government Representative without any charge to the Government, unless such material factual errors or omission were caused by information or materials provided by the Government or ETOs to Consultant.

**9. CONDUCT OF THE CONSULTANCY SERVICES**

- 9.1 The Consultant shall devote to its obligations hereunder such of its time, attention and skill as may be necessary for the proper performance of this Agreement.

- 9.2 While the Consultant's method of work is its own, the Consultant shall comply with the reasonable requests of the Government and shall use its best endeavours to act in the best interests of the Government in relation to the Consultancy Services.
- 9.3 The Consultant warrants that:
- (a) the Consultancy Services shall be performed and completed in an impartial, timely and diligent manner and that the Consultant, each member of the Consulting Team and every person employed, used or engaged by the Consultant in the performance of the Consultancy Services shall use all the experience, skills, care and diligence in the performance of the Consultancy Services and the discharge of all its duties and obligations under this Agreement as may be expected from a person who is an expert in providing services of a kind similar to the Consultancy Services;
  - (b) the Consultant, the Consulting Team and the Consultant's permitted sub-contractors, if any, have the necessary skills and experience to provide the Consultant Services hereunder;
  - (c) each and every member of the Consulting Team shall devote all of his or her respective time, attention and energy to the Consultancy Services and shall deliver the Consultancy Services up to the standard as expected of first-rate, deeply knowledgeable and experienced professional consultants in respect of this type of consultancy project;
  - (d) the Deliverables will, so far as they do not comprise material originating from the Government, its employees, agents or contractors, be original works of authorship and the use or possession thereof by the Government or the Consultant will not subject the Government or the Consultant to any claim for infringement of any proprietary rights of any third party; and
  - (e) the Consultant has applied for and shall maintain at its own costs and expense during the subsistence of this Agreement all necessary approval, licences, permits and registrations which may be applicable to the Consultant, the Consulting Team and the Consultant's permitted sub-contractors, under Federal, State or local laws of the U.S.A. with respect of the performance and delivery of the Consultancy Services under this Agreement.

## 10. CONSULTING TEAM

- 10.1 Subject to the other provisions of this Clause, the Consultant shall ensure that the Consultancy Services are performed by the individuals named in The Consulting Team Schedule.
- 10.2 The Consultant undertakes that all Consultancy Services hereunder shall be provided by members of the Consulting Team as specified in the The Consulting Team Schedule who have been approved by the Government for the purposes of providing Consultancy Services hereunder. In the event of the death, incapacity or termination

of employment with the Consultant of any approved member of the Consulting Team before the Completion of the Services, the Consultant shall at its own expense and as soon as practicable arrange to substitute or replace the member concerned. For the avoidance of doubt, the Consultant shall not charge for the briefing time to bring the substitute or replacement up to speed.

- 10.3 The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing member and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the Government Representative and shall warrant that it is complete and accurate in all material respects. The deployment of such substitute or replacement shall be subject to the Government's approval. In the event that the Government reasonably objects to or is not reasonably satisfied with the proposed substitute or replacement, the Consultant shall forthwith forward a curriculum vitae of another substitute or replacement, who shall be no less qualified or experienced as aforesaid.

## **11. MODUS OPERANDI**

- 11.1 The Consulting Team may be required to work over-time or outside office hours off-site or in other places from time to time as may be directed by Government or required by the workflow.
- 11.2 The Consulting Team shall not receive any dedicated secretarial or other administrative support from the Government.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 Subject to Clause 12.3, the Government shall become the exclusive owner of the Deliverables and all the information, charts, documents, plans, data and material therein or created, supplied or produced by or on behalf of the Consultant under this Agreement (the "Acquired Property") and the copyright and all other intellectual property rights in the Acquired Property shall vest in the Government absolutely. For the avoidance of doubt, the Consultant agrees that the Government may reproduce or disclose in its entirety all or any part of the Acquired Property for any purpose whatsoever at any time.
- 12.2 The ownership and all intellectual property rights in the Deliverables produced or created by the Consultant in providing the Consultancy Services shall vest in the Government absolutely. The Consultant shall not use or reproduce the same except for the performance of its obligations hereunder, or with the prior written approval of the Government.
- 12.3 The provisions of Clauses 12.1 and 12.2 shall not apply to any information (the "Licensed Property") which is or was specifically produced or created solely and exclusively in relation to services, other than the Consultancy Services or services to

the Government, and which is incorporated into or used by the Consultant in the performance of the Consultancy Services hereunder.

- 12.4 The Consultant hereby warrants that the Government shall acquire an irrevocable and perpetual royalty-free licence to use and reproduce the Licensed Property in its absolute discretion in its implementation or attempted implementation in whole or in part of the advice and recommendations given by the Consultant under this Agreement.
- 12.5 The Consultant shall not infringe the copyright or other intellectual property rights of or in respect of any publications, matters or things.
- 12.6 The Consultant will execute such assignments, deeds, licences and documents and give such notices immediately as the Government may require to effect the assignment and licensing as the case may be of the copyright and intellectual property rights to the Government.

### **13. CONFIDENTIALITY**

- 13.1 All materials and data furnished by or on behalf of the Government in connection with this Agreement shall be treated as confidential information. The Consultant shall not, during the continuance of this Agreement or at any time thereafter, disclose to any person the terms and conditions of this Agreement, or any confidential information, PROVIDED that the restrictions on disclosure contained in this Clause shall not apply to:
  - (a) the disclosure of any information to any person in circumstances where such disclosure is necessary for the performance of the Consultant's duties and obligations under this Agreement;
  - (b) the disclosure of any information already known to the recipient other than as a result of disclosure by the Consultant, its Associates or Associated Persons or the Consulting Team;
  - (c) the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by the Consultant, its associates or associated persons or the Consulting Team;
  - (d) the disclosure of any information in circumstances where such disclosure is required pursuant to any law or order of a Court of competent jurisdiction;
  - (e) the disclosure of any information to the Consultant's professional advisers who receive the same under the aforesaid duty of confidentiality; and
  - (f) the disclosure of any information with the prior written consent of the Government.

The Government shall have the right to determine in good faith at any time whether any information is within that described in (b) or (c) above and the Consultant shall comply with that determination.

- 13.2 Any disclosure permitted under Clause 13.1 shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in Clause 13.1 and the Consultant shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.
- 13.3 The Consultant shall not make use of or reproduce any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to this Agreement furnished by or on behalf of the Government other than in the performance of its obligations under this Agreement and shall not make use of the Deliverables or computer models produced or created in relation to the performance of its obligations under this Agreement other than in the performance of its obligations under this Agreement or with the prior written consent of the Government.
- 13.4 The Consultant shall not without the prior written consent of the Government publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical, film, video, or other medium, any confidential information relating to the consultancy (including without limitation the advice provided by it or the duties undertaken by it under this Agreement).
- 13.5 The Consultant shall inform every person to whom any information, report, chart, document, plan, software, data or other particulars or information relating to this Agreement is disclosed pursuant to this Clause of the restrictions on reproduction and disclosure attaching to such information and the Consultant shall require such a person to notify the same restrictions to any other person to whom it makes any such disclosure.
- 13.6 The Consultant hereby warrants that each member of the Consulting Team has executed Consultant's employment confidentiality agreement agreeing not to disclose any such confidential information. The Consultant shall provide certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings.

#### **14. CONFLICT OF INTEREST**

- 14.1 The Consultant shall during the term of this Agreement and for six (6) months thereafter:
  - (a) ensure that it (including each member of the Consulting Team) and each of its permitted sub-contractors undertake no service, task or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of this Agreement) which touches, concerns or affects the Consultancy Services, or which may be seen to touch, concern or affect the

Consultancy Services, without the prior written approval of the Government which shall not be unreasonably refused or delayed; and

- (b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial or other interests of the Consultant or its Associates or Associated persons, or any one of the Consultant's permitted sub-contractors or any member of the Consulting Team or his Associates and Associated persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the Government under this Agreement.
- 14.2 The Consultant shall render its advice or recommendations under this Agreement to the Government on an impartial basis without giving favour to any particular product, service or equipment in which the Consultant has a commercial interest. The Consultant shall notify the Government immediately and in writing of any actual or potential financial, professional, commercial, personal or other interests it or its Associates or Associated persons, or any of its permitted sub-contractors or any member of the Consulting Team or his Associates or Associated persons may have in, or any association or connection it or the aforesaid persons may have with, any product, service or equipment proposed or recommended by the Consultant under this Agreement.
  - 14.3 The Consultant shall obtain from each member of its Consulting Team and each of its permitted sub-contractors a binding undertaking to observe Clause 14.1.
  - 14.4 The Consultant shall ensure that its Associates and Associated persons, each of its permitted sub-contractors and each member of the Consulting Team and his Associates and Associated persons shall inform the Consultant and keep it informed regularly of all facts within their knowledge which may reasonably be considered to give rise to a situation where the material financial interests of such persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the Government under this Agreement.

## **15. ASSIGNMENT AND SUB-CONTRACTING**

- 15.1 The Consultant shall not assign, or otherwise dispose of or transfer or sub-contract any rights, benefits, interests, duties or obligations under this Agreement, in whole or in part, without the prior written approval of the Government PROVIDED that nothing in this Clause shall prevent the Consultant from obtaining advice and/or assistance from such advisers and/or other persons as it may consider necessary for the proper performance of its duties and obligations under this Agreement.
- 15.2 Any assignment, transfer or sub-contract which requires the Government's prior written approval shall be in a form approved by the Government and the Consultant shall remain fully liable to the Government for its undertaking, performance and completion of the Consultancy Services as if any such assignment, transfer or sub-contracting had not taken place.

- 15.3 For the avoidance of doubt, where all or any part of the Consultancy Services are sub-contracted to any person under this Clause, the Consultant shall remain liable for the full remuneration thereof (provided the Government has made the required payments to Consultant in accordance with Clause 6) and any act or omission of any such person as if such act or omission were its own.

## 16. NOTICES

- 16.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or facsimile number set out below (or such other address or facsimile number as the addressee has by 5 days' prior written notice specified to the other party):

To the Government : Commissioner for Economic and Trade Affairs,  
United States of America  
Hong Kong Economic & Trade Office  
1520 18<sup>th</sup> Street, N.W  
Washington, D.C. 20036  
Fax No.: 202.331.8958

To the Consultant : Richard Mintz  
Global Chairman, Public Affairs  
Burson-Marsteller  
1801 K Street, NW  
Suite 1000-L  
Washington, DC 20006  
Fax No: 202.530.4650

- 16.2 Such notices, demands or other communications shall be addressed as provided in Clause 16.1 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, three business days (for U.S. local post) and five business days (for overseas airmail post) after the date of posting;
- (c) if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

## 17. CHANGES IN THE SCOPE OF THE CONSULTANCY SERVICES

- 17.1 Subject to the provision of this Agreement, the Government may at any time during the course of the Consultancy Services by fourteen (14) days' written notice to the

Consultant, make such changes as are reasonable in all the circumstances to the scope of the Consultancy Services to be carried out under this Agreement. Subject to Clause 6.5, the cost of such changes (if any) and the impact of such changes on the charging and payment provisions of this Agreement shall be mutually agreed in writing by the Government and the Consultant.

- 17.2 Without prejudice to the generality of Clause 17.1 above, the Government reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event the Consultant shall immediately take proper steps to carry out the Government instructions. In return the Government agrees to pay the Consultant, in accordance with the provisions of this Agreement, any and all proper charges earned and incurred by the Consultant in connection with such work up to the time of its discontinuance, cancellation, or modification.

## **18. FORCE MAJEURE**

- 18.1 In the event of Force Majeure, the party so prevented shall be excused from the performance of the obligations under this Agreement for so long as such cause shall continue. The party so prevented shall give notice in writing to the other party as soon as possible of the occurrence of the event of Force Majeure.
- 18.2 Should performance by the Consultant of its obligations hereunder be prevented by Force Majeure for a period of twenty-eight (28) consecutive days or longer, the Government shall be entitled at the expiration of such period to terminate this Agreement by not less than one month's written notice to the Consultant.
- 18.3 Subject to the provision in Clause 18.2 in the event that performance of obligations hereunder is delayed by Force Majeure, the parties shall diligently endeavour to achieve expeditiously the normal pursuit of this Agreement after the event of Force Majeure and to regain the time lost. The completion date of the Consultancy Services shall be extended by the number of days delay was caused whether directly or indirectly by such event of Force Majeure unless a different extension shall be agreed between the parties. In all other respects the obligations of the parties hereunder shall be unaffected.

## **19. TERMINATION**

- 19.1 Subject to Clause 18, if the Consultant fails to conduct the Consultancy to the Government's requirement and satisfaction or breaches any terms of this Agreement, the Government may immediately terminate this Agreement by giving a written notice of termination to the Consultant. In the case of a breach capable of being remedied, if the Consultant has failed to remedy the same within seven (7) days of receipt of a written notice from the Government that the same be remedied, upon expiry of such notice, and without prejudice to accrued rights, the Government may immediately terminate this Agreement by giving a written notice to the Consultant.

- 19.2 The Government shall be entitled to terminate this Agreement forthwith by immediate notice if
- (a) the Consultant shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction); or
  - (b) the Consultant shall have entered into any supervision or voluntary arrangement providing for a composition in satisfaction of the Consultant's debts or a scheme of arrangement of the Consultant's affairs; or
  - (c) if a receiver has been appointed over any of its assets.
- 19.3 The Government may also at any time prior to the Completion of the Consultancy Services at its option suspend or terminate the Consultancy by giving the Consultant one (1) month's written notice of such suspension or termination. In such event, the Consultant shall be entitled to receive payment for the Consultancy Services rendered to the Government up to the date of such termination or suspension.
- 19.4 The Consultant may at any time prior to the Completion of the Consultancy Services at its option terminate the Consultancy by giving the Government one (1) month's written notice of such termination. In such event, the Consultant shall be entitled to receive payment for the Consultancy Services rendered to the Government up to the date of such termination or suspension.
- 19.5 Upon termination of this Agreement prior to Completion of the Consultancy Services on any of the grounds in accordance with this Agreement, all rights and obligations of the parties shall cease to have effect immediately except that termination shall not affect:
- (a) the accrued rights and obligations of the parties at the date of termination and any other rights or remedies a party may be entitled to at law or under this Agreement; and
  - (b) the continued existence and validity of the rights and obligations of the parties under those provisions which are expressed to or which in their context appropriately survive termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.
- 19.6 Without prejudice to any of the rights and remedies which the Government may have under this Agreement or otherwise, if this Agreement is terminated prior to Completion of the Consultancy Services in accordance with this Agreement, then:
- (a) the Government shall cease to be under any obligations to make further payment until costs, loss and/or damage resulting from or arising out of the termination of the Consultant's engagement shall have been calculated and provided such calculation shows a sum or sums due to the Consultant;

- (b) the Government may itself complete the Consultancy Services or (at the option of the Government) may engage, use or employ any other consultant to complete the said services and the Government or such other consultant may use the Acquired Property (whether or not title has passed to the Government in respect thereof) and the Licensed Property or any part thereof for such completion;
- (c) the Government may, without prejudice to its right to recover any sum due from the Consultant, retain any sum due to the Consultant from the Government to set off against any sum, if any, due to the Government from the Consultant under the terms of this Agreement; and
- (d) the Consultant shall refund to the Government any amounts paid in respect of the Consultancy Services which have not been performed as at the date of effective suspension or termination, less such amounts which are proved to the Government's satisfaction to have been incurred and are due to the approved or permitted subcontractors as on the date of termination;
- (e) the Consultant shall without delay assign to the Government any contracts or arrangements with third parties, including any procurement services referred to in The Services Schedule, and any unused materials purchased by the Consultant on behalf of the Government or for the purposes of this Agreement.
- (f) The Consultant shall at its own costs and expense, forthwith transfer, assign and make available to the Government or its representative all copies of the Acquired Property then in the Consultant's custody, control or possession. (that is, all of the Consultant's work product belonging to and paid for by the Government, including without limitation, all reports, literature, advice, promotional materials, programs, schedules, plans, story lines, ideas, placements, reviews, data, software, and Deliverables).

## **20. FOREIGN PRACTICES**

The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business.

## **21. USE OF THE GOVERNMENT'S NAME**

The Consultant agrees not to use the Government's name in any external or public document, publication, advertisements or publicity material without the prior written consent of the Government except pursuant to the Consulting Team's performance of the Consultancy Services and to the extent that the relationship between the Government and the Consultant in relation to the Consultancy Services is public knowledge and, without prejudice to Clause 13, shall not disclose to the media any confidential information relating to the Consultancy Services (including without limitation the advice provided by it or the duties undertaken by it under this Agreement) PROVIDED that the Consultant may (without the need for any such prior written consent) publish or otherwise disclose the fact of its engagement by the Government under this Agreement and the broad scope of its role as consultant to the Government, including the title and fee for the consultancy.

## **22. INDEMNITY**

22.1 The Consultant shall indemnify the Government and keep the Government fully and effectively indemnified against (a) any and all claims (whether or not successful, compromised or settled), actions, investigations, liabilities, demands, proceedings or judgments, joint or several, threatened, brought or established against the Government and (b) all liabilities, losses, damages, costs, charges, expenses (including all costs, charges, expenses which the Government may pay or incur in disputing any such claim or defending or such action or proceedings instituted against the Government) , and which in any case arise directly or indirectly in connection with or out of , or which relate in any way to:

- (i) the negligence, recklessness or wilful misconduct of the Consultant, each member of the consulting team and each employee, agent or subcontractor engaged or used by the Consultant in the provision of the Consultancy Services;
- (ii) the breach by the Consultant of any of the provisions of the Agreement, including but not limited to the breach of any warranties and undertakings herein including the confidentiality restrictions by the Consultant or by any person to whom it discloses the confidential information; or
- (iii) any unauthorized act or omission or infringement of any intellectual property rights or moral or innominate rights of any third party by the Consultant, each member of the consulting team and each employee, agent or subcontractor engaged or used by the Consultant in the provision of the Consultancy Services.

## **23. SET OFF**

Where the Consultant has incurred any liability to the Government, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Government may, without prejudice to any rights or remedies the Government may have, set off, whether at law or in equity, the amount of such liability against any sum then due or

which at any time thereafter may become due from the Government to the Consultant under this Agreement or any other contracts.

**24. WAIVER**

No failure or delay by either party in exercising any right, power or remedy available to it under this Agreement or in law or equity shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**25. VARIATION**

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made in writing and duly signed by both parties.

**26. RELATIONSHIP OF THE PARTIES**

The Consultant enters into this Agreement with the Government as an independent contractor only and shall not represent itself as an employee, servant, agent or partner of the Government. The Government does not extend to the Consultant or the Consultant's agents, employees or representatives any authority of any kind to bind the Government in any respect whatsoever.

**27. ARBITRATION**

27.1 Any dispute between the parties which touches, concerns or affects this Agreement shall be determined as follows:

- (a) the parties shall first attempt to settle the dispute by informal means; and
- (b) if no settlement is reached within twenty-eight (28) days, the dispute shall be referred for arbitration in Hong Kong to a single arbitrator nominated jointly by the parties, failing which such arbitrator shall be nominated by the Hong Kong International Arbitration Centre. The Arbitration Ordinance (Chapter 341 of the Laws of Hong Kong) shall apply to any such arbitration. The arbitrator's decision shall (in the absence of clerical and manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless the arbitrator determines that the fees shall be borne in some other shares.

- 27.2 Unless this Agreement has already been terminated or if no suspension of the Consultancy Services is in effect, the Consultant shall continue to provide the Consultancy Services during the resolution of the dispute and the Government shall continue to be responsible for payment of such services in accordance with Clause 6.

**28. PROPER LAW**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

**29. GENERAL PROVISIONS**

- 29.1 This Agreement shall be executed in two counterparts, each of which when so executed shall be deemed an original and both of which together shall constitute one and the same instrument.
- 29.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between the parties concerning the subject matter of this Agreement. It may be changed only by a written agreement signed by the parties.

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IN WITNESS WHEREOF this Agreement has been executed on the day month and year first written above.

SIGNED by Miss Margaret Fong,  
Acting Commissioner for Economic and Trade  
Affairs, United States of America  
for and on behalf of the Government  
in the presence of:

)  
) Margaret Fong  
) 28 April 2005  
)

Witness:

*Suzan*  
Ho Wing Sze  
Assistant Director-General  
Hong Kong Economic and Trade Office  
1520 18<sup>th</sup> Street, N.W.  
Washington, D.C. 20036  
United States of America

SIGNED by Richard Mintz,  
Global Chairman, Public Affairs  
Burson-Marsteller, L.L.C., for and on  
behalf of the Consultant in the presence of:

)  
) *Richard Mintz*  
) 4-27-05  
)

Witness:

*Kerry Patzke*  
Kerry Patzke  
Manager  
Burson-Marsteller  
230 Park Avenue South  
New York, NY 10003  
United States of America

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## THE CONSULTING TEAM SCHEDULE

Burson-Marsteller will continue to field a core HKETO Consulting Team in Washington, New York and San Francisco to be supplemented by other B-M resources in and outside the United States, as appropriate. The names, title and role of this core Consulting Team and the responsibility of each role are as follows:

### Senior Counsel & Leadership

- Richard Mintz, Global Chairman, Public Affairs: provides senior counsel to the Commissioner as well as overall HKETO account oversight.
- Chris Dorval, Senior Counselor: provides senior counsel to the Commissioner and in particular on Washington-specific issues.
- Curtis S. Chin, Managing Director: serves as counselor and Client Leader for the account as a whole and is involved in the strategy and management of the NY ETO program.
- Ian McCabe, Managing Director: provides an on-the-ground Hong Kong perspective, as needed, from his post in BM/HK.

### New York ETO Team (east of the Mississippi team)

- Kerry Patzke, Manager: serves as day-to-day client contact and manager of the New York ETO program. Also provides general oversight and coordination of Burson-Marsteller's DC and San Francisco activities conducted on behalf of the ETO.
- Peter Judice, Managing Director: provides senior media outreach, as needed, in support of the New York program.
- Note: Curtis Chin also serves as team leader, providing oversight and guidance in NY.

### San Francisco Team (west of the Mississippi team)

- Keith Harmon, Managing Director: serves as team leader, providing oversight and guidance as well as coordination with B-M Northern California leader Bob Finlayson, as appropriate.
- Sarah Shelden, Manager: serves as day-to-day client contact and manager of San Francisco ETO program.
- Mary Lasher, Director: provides political and media strategy for the ETO program.

### Washington, DC Team (including support for both the Commissioner & HKETO DC)

- Kelley Mullaney, Director: serves as day-to-day client contact and manager of the New Washington, DC ETO program.
- Penny Kozakos, Manager: provides media strategy for the Washington team.
- Sarah Handza, Associate: provides day-to-day research and program execution support.
- Neil Grace, Associate: provides media research and outreach in support of the New York and Washington offices.
- Note: Chris Dorval also serves as team leader, providing oversight and guidance in DC.

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**THE FEE SCHEDULE**

1. Payment of the Consultancy Fee will be made according to the following schedule

<i>Consultancy Fee for consultancy service rendered in the month of-</i>	<i>Amount</i>
April 2005	US\$20,833.33
May 2005	US\$20,833.33
June 2005	US\$20,833.33
July 2005	US\$20,833.33
August 2005	US\$20,833.33
September 2005	US\$20,833.33
October 2005	US\$20,833.33
November 2005	US\$20,833.33
December 2005	US\$20,833.33
January 2006	US\$20,833.33
February 2006	US\$20,833.33
March 2006	US\$20,833.33
April 2006	US\$20,833.33
May 2006	US\$20,833.33
June 2006	US\$20,833.33
July 2006	US\$20,833.33
August 2006	US\$20,833.33
September 2006	US\$20,833.33
October 2006	US\$20,833.33
November 2006	US\$20,833.33
December 2006	US\$20,833.33
January 2007	US\$20,833.33
February 2007	US\$20,833.33
March 2007	US\$20,833.41

2. For the Procurement Services referred to in The Services Schedule, the Government shall settle the payment for the charges and fees for the procurement services directly with the suppliers or contractors and such charges and fees shall not be a part of the Consultancy Fee to be paid to Consultant under this Agreement.

## THE SERVICES SCHEDULE

### *I. Objectives of the Consultancy Services*

The Consultant will work closely with the ETOs to endeavour to achieve the objectives set out below and also in the Consultancy Brief (Annexe A):

- (1) The creation of confidence in the economic and political future of Hong Kong, based upon a better understanding of its present and future circumstances and of its significance for U.S. interest;
- (2) The main thrust of the public relations effort has been, and will continue to be:
  - (a) to reassure the relevant sectors in the US that the principles of "One Country Two Systems", a "high degree of autonomy" and "Hong Kong people ruling Hong Kong" are firmly in place;
  - (b) to maintain business confidence and to reassure existing and potential investors of Hong Kong's continuing economic and political viability;
  - (c) to promote and enhance Hong Kong's commercial reputation as a free trader and valuable trading partner;
  - (d) to promote among existing and potential investors the opportunities which Hong Kong offers as a gateway to doing business in the Mainland China as a result of the Closer Economic Partnership Arrangement and as a market in its own right;
  - (e) to position Hong Kong as a leading city in the world for the development and application of information technology, and to promote Hong Kong's information infrastructure and services;
  - (f) to inform existing and potential investors of the niches Hong Kong possesses as a business / communications / financial / logistics / service centre of the Asia-Pacific region; and
  - (g) to position Hong Kong as the Asia's world city – the New York and London of Asia.

### *II. Tasks and Deliverables of Consultancy Services*

The primary tasks to be undertaken by Consultant under this Agreement are outlined below. It is clearly understood that the specific elements of each task may vary depending on the balance and prioritisation of individual Washington, San Francisco and New York ETO activities and shall commensurate with the monthly fee figures outlined in the attached Fee Schedule. The aggregate tasks and Deliverables rendered by the Consultant shall

commensurate with the total Consultancy Fee payable by the Government to the Consultant under this Agreement.

The tasks and Deliverables of the consultancy services shall include but not be limited to:

- (1) Provide strategic counsel to the ETOs on the development and management of Hong Kong's communications program and activities in the U.S.
- (2) Facilitate high level communication with the U.S. corporate/financial, governmental, media and academic institutions for Hong Kong Government officials and private sector VIPs, working in close association with the ETOs and building on the existing support network.
- (3) Support the ETOs in their coalition-building on U.S. and international issues affecting Hong Kong's interest, including recommending and qualifying sponsored visitors to Hong Kong.
- (4) Assist the ETOs in developing third-party endorsement and testimony on subjects of Hong Kong interest.
- (5) Support the ETOs continuing media relations activities, particularly the following areas:
  - (a) generating positive stories (such as successful case histories);
  - (b) analyzing news media coverage of relevant developments;
  - (c) issues management and crisis communications;
  - (d) building on the existing ETO media database;
  - (e) recommending and qualifying journalists to visit Hong Kong as part of the sponsored visitor program;
  - (f) identifying and cultivating media contacts;
  - (g) providing access to the media for appropriate Hong Kong spokespersons by arranging interviews, backgrounders and editorial meetings;
  - (h) responding swiftly to inaccurate or unfavourable coverage as appropriate, through interviews, "letters to the editor" and/or op-eds;
  - (i) on a strategic basis, relating the media relations program to the schedule of Hong Kong-related events and visits to maximize its effectiveness.
- (6) Assist the ETOs in developing and qualifying "high value" national and regional speaking opportunities for ETO spokespersons and visiting dignitaries

in targeted markets, including researching and identifying opportunities, securing invitations to speak, briefing speakers and assisting with speech development and preparation.

- (7) Provide counsel and support to the ETOs in the development of communications support program for “personal diplomacy” visits (state duty visits) to selected markets. This may include assisting the ETOs in developing:
  - (a) op-eds, speeches, fact sheets and summary position papers;
  - (b) media interviews for the ETO spokespersons;
  - (c) speaking opportunities.
- (8) Support the ETOs in positioning Hong Kong as a strategic partner that the U.S. could engage in exploring the fast opening up Mainland market with China’s accession to the World Trade Organization.
- (9) Assist the ETOs in developing specific case histories and success stories (for example, of a successful investment track record) to reinforce the program messages and promote its objectives.
- (10) Assist the ETOs in developing a core of support materials, specifically designed to communicate the central program messages, for use throughout the program activities.
- (11) Present creative ideas for special projects in order to focus recognition and positive attention on Hong Kong, and be prepared to support the execution of these projects subject to budgetary availability.

In particular, the consultant – subject to input from the ETOs and the HKSAR’s government relations partners – is required by the end of the first month of each of the 12-month period of the consultancy to -

- (a) develop, in accordance with the requirements of the HKSAR Government, key messages to be deployed in that period regarding Hong Kong’s political and economic situations, both proactively and reactively;
- (b) develop for that period plans of travel, speaking engagements, public relations activities and media exposure for the Commissioner, USA, and other HKETO staff targeting the key audiences as specified in paragraph 5 above in important states and cities of US; and
- (c) present a proposal of calls for that period for visiting HKSAR Government officials, Commissioner, USA, and other HKETO staff on US government officials, corporate leadership, think-tank community and media.

The consultant is also required by the end of the second month of each of the two 12-month periods of the consultancy to compile a mutually agreed upon package of materials to support

the key messages to be used by HKETOs.

### **III. Procurement Services**

“Procurement Services” means

At the option of the Government and unless included within the tasks and Deliverables set out above, the Government may require the Consultant to procure the following services and items on behalf of the Government ("Procurement Services"), provided that the Government has first notified the Consultant in writing in advance that such Procurement Services are required). In addition, the Government may request the Consultant to coordinate and monitor such procured services. The costs for any and all such procurement, coordination and monitoring will be in addition to the Consultancy Fee hereunder. The Consultant should observe and comply with the Government Procurement of Stores and Services Regulations

- Advertising artwork and mechanical items
- Design, artwork and printing
- Direct mail
- Exhibition and display materials production, special events, meetings and conferences organisation
- Film production and audio-visual, photography and prints
- Media monitoring including radio, television, print and internet etc.

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