U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. 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 in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Counterespionage Section, National Security 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant
Ogilvy Public Relations Worldwide

2. Registration No.
5807

3. Name of foreign principal
The Government of Hong Kong Special Administrative Region

4. Principal address of foreign principal
Commission for Economic and Trade Affairs, United States of America
Hong Kong Economic & Trade Office
1520 18th Street NW
Washington, DC 20036

5. Indicate whether your foreign principal is one of the following:

- [x] Foreign government
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Committee
  - [ ] Corporation
  - [ ] Voluntary group
  - [ ] Association
  - [ ] Other (specify):
- [ ] Individual-State nationality

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
The Government of Hong Kong Special Administrative Region

b) Name and title of official with whom registrant deals
Donald Tong, Hong Kong Commissioner for Economic and Trade Affairs

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
April 1, 2011	Christopher Graves, CEO	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. 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 in print and online at: http://www.fara.gov/.

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, Counterespionage Section, National Security 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	2. Registration No.
Ogilvy Public Relations Worldwide	5807

3. Name of Foreign Principal
The Government of Hong Kong Special Administrative Region

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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 Government of Hong Kong, Special Administrative Region invited proposals from consulting firms for public affairs and communications activities. Ogilvy Public Relations responded to this request in writing in December 2010. Ogilvy was selected and awarded the contract in March 2011. Ogilvy will continue to provide services to help increase the confidence in the economic and political future of Hong Kong for a two year period for $32,500 per month.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The basic objective of the HKETO is to inspire and enhance confidence in Hong Kong as an international business and investment center. Ogilvy PR will execute a number of things to accomplish this objective:

We will be engaged to set up media interviews for the Commissioner USA during his trips across the country; arrange meetings and interview opportunities for visiting dignitaries from the Hong Kong SAR Government; organize casual VIP dinner/reception meetings between the Commissioner USA and many influencers in the arts, medical sciences and public affairs - any key industry of importance to HKETO; arrange key one-on-one meetings for the Commissioner USA to help him build alliances and inform key business decision makers across many industries; promote many key Hong Kong announcements and events throughout the year, including promoting the Chinese New Year, Hong Kong Film Festivals, the recent wine memorandum of understanding, and the anniversary of the transfer of Hong Kong to China; provide other needed communications counsel, daily monitoring reports, speech writing and editing, and coordinate with our colleagues in New York and San Francisco to ensure we are serving all of the ETO offices' needs.

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.

Provide communication counsel in conjunction with public policy matters involving the client; facilitate communication with governmental officials, media representatives and academic institutions; provide support to sponsored visitors to Hong Kong and develop written and other material on subjects of interest to the client.

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Date of Exhibit B	Name and Title	Signature
April 1, 2011	Christopher Graves, CEO	

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

THE GOVERNMENT OF THE HONG KONG

SPECIAL ADMINISTRATIVE REGION

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THE CONSULTING TEAM SCHEDULE

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ANNEX A – CONSULTANCY BRIEF

ANNEX B – CONSULTANCY PROPOSAL

THIS AGREEMENT is made the 24th day of March 2011.

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) **OGILVY PUBLIC RELATIONS WORLDWIDE**, a limited liability corporation incorporated in the State of Delaware, the United States of America and having its office at 1111 19th Street NW, 10th Floor, Washington, DC 20036 (the "Consultant").

RECITALS

1. The Government wishes to appoint a consultant to act in the U.S. as public relations adviser to the Government and in developing a communication and public relations programme designed to influence key decision-makers (including political leaders and government officials) and opinion formers in the U.S. as to 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" or "Consultancy 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 November 8, 2010 ("the Consultancy Brief").
"Annex B"	means that part of this Agreement containing the Consultant's Proposal dated December 2, 2010 ("the Consultant's Proposal"), the Consultant's powerpoint presentation dated

December 15, 2010 and the supplementary information as provided in the Consultant's email dated December 20, 2010.

"Associate" in relation to 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 the other; or

(c) any person who is controlled by, or has control over, a person at (a) or (b) above.

"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.

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

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	"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.
"Commencement Date"	means 1 April 2011.
"Consultancy Fee"	means the consultancy fee payable by the Government to the Consultant as referred to in Clause 6.
Consultancy or "Consultancy Services"	means the consultancy services, tasks and objectives to be provided or achieved by the Consultant pursuant to this Agreement including those without limitation set out in Annex A, Annex B and The Services Schedule.
"Consulting Team"	means the team of officers, agents or employees, or the sub-contractors of the consulting firm and/or of its sub-contractors who will assist in the provision of the Consultancy Services pursuant to the Agreement, including those individuals named for this purpose in the Consultant's Proposal and in The Consulting Team Schedule.
"Deliverables"	means each and all of the contributions, whether in writing or by electronic means, including but not limited to the advice, progress reports, activity reports and any other reports (including draft and final reports and executive summaries), strategies and plans, publications and materials, research, analysis, recommendations, speeches, website contents and video clips, and each and all of the events and activities including but not limited to public events solely or jointly organised by the Consultant, sponsorship opportunities, press conferences, which the Consultant or its sub-contractor is required to produce, develop, prepare or create for performing the Consultancy Services and as more particularly referred to in Annex A, Annex B and The Services Schedule.
"ETOs"	means Hong Kong Economic and Trade Offices in Washington D.C., New York and San Francisco.
"Force Majeure"	means

(a) any supervening outbreak of war affecting Hong Kong and/or other parts of the People's Republic of China (PRC) or the U.S., 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 and the PRC government, civil war, riot, civil disturbances, influenza pandemic, severe acute respiratory syndrome affecting Hong Kong and/or other parts of PRC or the U.S., 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 Hong Kong 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.

"Intellectual Property Rights" means patents, copyright, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wheresoever arising, whether now known or hereafter created) and in each case whether registered or unregistered and including applications for the grant of any such rights.

"Materials" includes but is not limited to all the deliverables, reports, works of authorship, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs,

	questionnaires, plans, models, analyses, work programmes, technical notes, information papers, opinions, comments, specifications, formulae, data, information, documents and materials collected, compiled, developed, produced or created by the Consultant, the Consulting Team or the employees, directors, officers, agents or sub-contractors at all tiers of the Consultant, agents or sub-contractors (whether individually or jointly with the Government) in relation to and/or in the course of the performance of the Consultancy Services or for the purpose of the Agreement including but without limitation, the pre-contractual and contractual documents thereof which are recorded or stored by whatever means in whatever form or media and the drafts of any of the above items.
"Procurement Services"	means the services as so described in paragraph III of The Services Schedule.
"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 In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply:

(a) Words importing the singular include the plural and vice versa;

(b) Words importing a gender include every gender;

(c) A reference to a person includes an individual, partnership, firm, trust, joint venture, association, corporation, company, and unincorporated body;

(d) A reference to a month means a calendar month;

(e) A reference to a day shall be construed as a calendar day;

(f) A reference to a "business day" shall be construed as any calendar day other than

Saturdays, Sundays and Federal holidays in the U.S.. If a person is required to pay money or do an act or thing other than attending meetings or briefings or consultation on a day that is not a business day, then the person may pay the money or do the act or thing on the immediate business day following;

(g) References to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;

(h) References herein to Clauses, Annexes and Schedules are to clauses in, annexes and schedules to this Agreement; and

(i) Headings in this Agreement are intended for ease of reference only and shall not affect, limit or extend the interpretation or construction of this Agreement.

1.3 (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 provide Consultancy Services in accordance with the terms and conditions of this Agreement to the Government in relation to the performance of the Consultancy Services.

3. TERM

3.1 The Consultant shall be for a fixed-term of twenty-four (24) months commencing on the Commencement Date and expiring on 31 March 2013.

3.2 The Consultant shall commence performance of the Consultancy Services on the Commencement Date and shall continue until completion of the Consultancy Services or the expiry or earlier termination of this Agreement.

3.3 The Consultant shall not be regarded as having completed the Consultancy Services unless and until all of them shall have been completed and the objectives achieved to the

satisfaction of the Government, including without limitation the submission of all the Deliverables required hereunder.

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 timetable, date or periods which may reasonably be imposed by the Government or Government Representative in respect of the Consultant's performance. In circumstances where the Government considers that any or all of 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 written approval from the Government Representative, the Consultant may enter into procurement contracts for the "Procurement Services" as provided in The Services Schedule with third parties to effectuate the purposes of thisAgreement.

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 such guidance and direction as may be reasonably 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 thirty (30) days 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 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 or ETOs 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 Agents 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, upon five (5) business days' notice, 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, upon five (5) business days' notice, to the Government at the Consultant's offices within the U.S. Any and all travel related expenses (such as airfare, hotel, ground transportation and meals) for the Government Representative to audit such records in the U.S. shall be the sole expense of the Government. The Consultant shall not charge the Government time charges of the 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, the Government Representative, or the ETOs.

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 Fee, inclusive of any applicable sales tax, in the total sum of US$780,000.00. The Consultancy Fee shall be payable to the Consultant on a monthly basis and the amount payable by the Government for each 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 functions/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,

(a) excluding the costs in relation to the Procurement Services, if any, as provided in The Services Schedule; and

(b) except where the U.S. based members of the Consulting Team are required by the Government or the ETOs as communicated in writing by the Government Representative to travel outside the U.S. to Hong Kong for the performance of the Consultancy Services. The same exception would apply in case any Hong Kong based staff of the Consultant are required to travel to the U.S. by the Government or the ETOs as communicated in writing by the Government Representative. In either or both of these cases, the Consultant may seek reimbursement of the air fare and hotel accommodation expenses in Hong Kong or the U.S. (as the case may be) from the Government Provided That:

(i) it shall submit the budget of such air fare and hotel accommodation expenses to the Government Representative for prior approval before any expenses are incurred; and

(ii) it shall provide the receipts for proof of such expenses incurred after the trip.

6.3 Not later than the 15th day of each 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 month. The first submission shall be made by the Consultant to the Government on 15 May 2011. 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 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 Annex A, Annex B and The Services Schedule, the Government may 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 the Government Representative and acceptance by the Consultant. If such additional services will require additional funding, the Consultant must advise the Government of such in advance and may not proceed with any such additional services which require additional funds without the prior written approval of the Government. The Government shall not be responsible for any over-runs over the agreed budget of US$780,000.00 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 portion of the Consultancy Services is not performed to the satisfaction of Government and is not rectified to the satisfaction of the Government within seven (7) days of receipt of the Government's written notice for rectification;

(b) portion of the Consultancy Fee is disputed by Government on reasonable ground and that the Government has provided the 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 in Hong Kong.

Any payment of any portion of the Consultancy Fee shall be without prejudice to and shall not have any implication whatsoever on any rights or causes of action which have accrued or may accrue or any remedies which are or may be available to the Government under this Agreement or at law.

7. DISCLOSURE OF FEES PAYABLE TO THE CONSULTANT

The Government and the 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 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, including without limitation those under the Foreign Agents Registration Act of 1938. 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 and other information as provided in paragraph 60 of Annex A.

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 the ETOs to the 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 Consultancy 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 Representative's prior written 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, for approval.

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. OWNERSHIP, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

12.1. All the Materials and all the Intellectual Property Rights in all the Materials shall be and shall remain the exclusive property of the Government and shall vest in the Government absolutely at the time when they are created.

12.2. In the event and to the extent that any of the Intellectual Property Rights in the Materials is deemed for any reason not to vest in the Government pursuant to paragraph 12.1, then, upon request by the Government, the Consultant shall forthwith, free of charge to the Government, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the Government free of any encumbrance or compensation to the Consultant.

12.3. The provisions of paragraph 12.1 shall not apply to the following type of property ("Licensed Property") namely that of a kind which is available publicly or generally within the business of a kind similar to that to be provided by the Consultant under the Agreement or which is or was specifically produced or created solely and exclusively in relation to services, other than services provided or to be provided to the Government under the Agreement, and which is incorporated or used in the Materials or otherwise used by the Consultant in the performance of the Agreement. The Consultant shall keep the Government informed in writing of any of the Materials that are subject matter(s) of the Licensed Property or any pre-existing Intellectual Property Rights and any restrictions whatsoever affecting the use thereof.

12.4. The Consultant undertakes to acquire all the requisite consents and licenses for the benefit of the Government for the use and reproduction of the Licensed Property

incorporated in the Materials for any purposes for which the Government may in its absolute discretion use the Materials.

12.5. Upon request by the Government, and in the event of the expiration or termination of the Agreement, the Consultant shall at its expense promptly deliver to the Government all copies of the Materials then in the Consultant's custody, control or possession.

12.6. The Consultant hereby waives and will procure all the authors concerned to waive all moral rights in the Materials and the Licensed Property, such waiver to operate in favour of the Government, its licensees, assigns and successors in title and to have effect upon the vesting of Intellectual Property Rights or the grant of the licence (as the case may be).

12.7. The Consultant shall ensure that no Intellectual Property Rights of any third parties have been or will be infringed as a result of the Consultancy Services and shall indemnify the Government against any loss or damage which the Government may sustain or incur as a result of any allegation of or claim for infringement of the Intellectual Property Rights of any party arising from or in any way related to the Consultancy Services or the use or possession at any time whether before or after the execution of the Agreement of the Materials by the Government.

12.8. Upon request by the Government, the Consultant shall, free of charge to the Government, do all such things and sign all such documents and instruments as may be reasonably necessary in the opinion of the Government to enable the Government to obtain, defend and enforce its rights in the Materials.

13. CONFIDENTIALITY

13.1 All materials and data furnished by or on behalf of the Government in connection with this Agreement, materials created or produced during the Consultancy, and the terms and conditions of the 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 (including without limitation any associates or associated persons, directors, officers, employees or agents of the Consultant who are not members of the Consulting Team, except to the senior management, legal and compliance personnel and auditors of the Consultant and then only on a need-to-know basis) any confidential information, PROVIDED that the restrictions on disclosure contained in this Clause shall not apply:

(a) to the disclosure of any information to any members of the Consulting Team in circumstances where such disclosure is necessary for the performance of the Consultant's duties and obligations under this Agreement;

(b) to the disclosure of any information already known to the recipient other than as a result of disclosure by a breach of the confidentiality obligation of the Consultant,

its Associates or Associated Persons, directors, officers, employees, agents or any member of the Consulting Team or its sub-contractors including without limitation professional advisers;

(c) to the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by a breach of the confidentiality obligation of the Consultant, its associates or associated persons, directors, officers, employees, agents or any member of the Consulting Team or its sub-contractors including without limitation professional advisers;

(d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law, regulation, rule of any relevant stock exchange, or order of a court or arbitral authority of competent jurisdiction;

(e) to the disclosure of any information to the Consultant's permitted sub-contractors, professional advisers, directors, officers, employees or agents where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Agreement; or

(f) to 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), (c) or (e) above and the Consultant shall comply with that determination. For the purpose of (e), if at the time the Government discloses the information to the Consultant, the Government does not expressly state that the information cannot be distributed to the persons named in (e), the Government shall be deemed to have consented to the disclosure of that information to those persons but such disclosure shall be strictly limited to the performance of the Consultant's duties and obligations under the Agreement.

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 any Materials 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 shall procure its associates and associated persons, its sub-contractors, each member of the Consulting Team and its professional advisors, directors, officers, employees and agents referred to in Clause 13.1 above to execute a legally binding written undertaking in favour of the Government and the Consultant jointly and severally in a form prescribed by the Government agreeing not to disclose any such confidential information and the Consultant shall provide the original or certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to cooperate with the Government in their enforcement.

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 its associates and associated persons, each member of the Consulting Team and each of its sub-contractors and their associates and associated persons) shall not undertake any 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 conflicts, or which may be seen to conflict (including, for instance, providing similar Consultancy Services in the U.S. for other South East Asian governments), with the Consultant's duties to the Government under the Agreement; and

(b) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Consultant or its associates or associated persons, or any of the Consultant's sub-contractors or any member of the Consulting Team or their 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 provide the Consultancy Services under this Agreement to the Government on an impartial basis without giving favour to any particular product, service or equipment in which the Consultant, any of its permitted sub-contractors, members of the Consulting Team or their associates or associated persons have or may have any financial or other interests. The Consultant shall notify the Government in writing immediately upon knowing of any actual or potential, direct or indirect, financial, professional, commercial, personal or other interests which such persons have or may have in, or of any association or connection which such persons have or may have with, any product, service or equipment proposed or recommended by the Consultant under this Agreement.

14.3 The Consultant shall procure its associates and associated persons, its sub-contractors, each member of the Consulting Team and its professional advisers, directors, officers, employees and agents who are involved in the provision of the Consultancy Services to execute a legally binding written undertaking in favour of the Consultant and the Government jointly and severally in a form prescribed by the Government agreeing to observe Clauses 14.1 and 14.2 and the Consultant shall provide the original or certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the Government in their enforcement.

14.4 The Consultant shall ensure that its associates and associated persons, each of its sub-contractors and each member of the Consulting Team and their associates and associated persons shall inform the Consultant and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the Government under this Agreement.

14.5 Notwithstanding the expiry or earlier termination of the Agreement, the Consultant shall ensure that it (including its associates and associated persons, each member of the Consulting Team and each of its sub-contractors and their associates and associated persons who are involved in the performance of the Consultant's obligations hereunder) shall not (whether on its own or in joint venture with others), submit any bid in any competitive bidding process or accept any appointment as consultant for, or otherwise be interested in or involved in any manner in any subsequent exercise for the procurement of any goods and/or services arising out of this Consultancy.

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 the 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 five (5) days' prior written notice specified to the other party):

To the Government : Hong Kong Commissioner for Economic and Trade Affairs,
United States of America
Hong Kong Economic & Trade Office
1520 18th Street NW
Washington DC 20036
Fax No. : 202.331.8958

To the Consultant : Heather Innella, Senior Vice President
Ogilvy Public Relations Worldwide
1111 19th Street NW, 10th Floor
Washington DC 20036
Fax No. : 202.729.4001

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.

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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 (1) 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 suspension or termination.

19.4 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.

19.5 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 Materials and the Deliverables (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 subject to having received payments for such Consultancy Services which are performed to the Government's satisfaction up to the date of termination. For the avoidance of doubt, this provision does not affect the Government's right to withhold or set-off any payments respectively under Clause 6.6 and Clause 23.

(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 Materials and the Deliverables then in the Consultant's custody, control or possession.

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 Representative 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).

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 unauthorised 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. PROPER LAW

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto shall submit themselves to the non-exclusive jurisdiction of the courts in Hong Kong.

28. PROCESS AGENT

The Consultant shall appoint a firm of solicitors or accountants practising in Hong Kong as its process agent to receive at its address in Hong Kong on its behalf service of process in any court proceedings and arbitration in Hong Kong. Service upon the relevant process agent at this address shall be good service upon the Consultant whether or not it is forwarded and received by the Consultant. If for any reasons the process agent ceases to act or to be willing or able to act as the process agent, or no longer has an address in Hong Kong, the Consultant irrevocably agrees to appoint another firm of solicitors or accountants practicing in Hong Kong acceptable to the Government as a substitute process agent with an address in Hong Kong and to deliver to the Government a copy of the substitute process agent's acceptance of that appointment within seven (7) business days of the substitution. In the event where the Consultant fails to appoint a substitute agent, it shall be effective service for the Government to serve process upon the last known address in Hong Kong of the last known agent for that Consultant notified to the Government, notwithstanding that such process agent is no longer found at the address or has ceased to act or to be willing or able to act as the process agent.

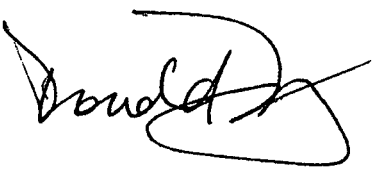
29. GENERAL PROVISIONS

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.

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

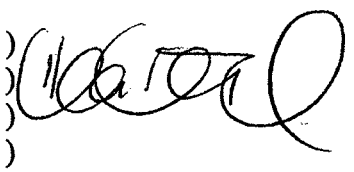
SIGNED by
Donald TONG
Hong Kong Commissioner for Economic and Trade)
Affairs, United States of America)
for and on behalf of the Government)
in the presence of:)



Witness: Bassanio SO)
Director-General)
Hong Kong Economic & Trade Office)
1520 18th Street NW)
Washington DC 20036)

SIGNED by
Robert MATHIAS
Managing Director
Ogilvy Public Relations Worldwide)
for and on)
behalf of the Consultant in the presence of:)

Witness:
Heather Innella)
Ogilvy Public Relations Worldwide)
1111 19th Street NW, 10th Floor)
Washington DC 20036)



THE CONSULTING TEAM SCHEDULE

The Consulting Team comprises a core team and a creative services team with the personnel as listed below. Rory Davenport, the Senior Vice President in the Washington office, will act as the leader of the Consulting Team and supervise all aspects of the Consultancy Services. Without prejudice to the generality of the requirements of the Consulting Team in Clause 10 of this Agreement, the Consultant may, on need basis and at no additional costs to the Government, further nominate other executives for the performance of the Consultancy Services or any part thereof.

Core Team

Team Leader:

Rory Davenport, Senior Vice President/Washington	Program & Client Service Manager and Program Strategist

Key Supporting Consultants in Washington D.C., New York and San Francisco:

Washington, DC:
Rory Davenport, Senior Vice President / Washington

New York:

Tamara Boorstein, Vice President/New York	New York Program Manager and Strategic Advisor

San Francisco:

Analisa Schelle, Account Supervisor/San Francisco	San Francisco Program Manager and Strategic Advisor

Other core team players:

Washington, DC

Christopher Graves, Chief Executive Officer	Senior Agency Representative and Senior Strategic Advisor
Rachel Caggiano, Senior Vice President	Senior Online Communications Strategic Advisor
Eric Rosenberg, Vice President	Senior Media Relations Advisor and Media Relations Program Manager
Rachel Henderson, Account Director	Program Coordinator and Media Strategic Advisor

Stephanie Lederer, Assistant Account Executive	Program Support
Edison Lee, Account Director	Online Program Manager
<u>New York</u> Jackie Albano, Senior Account Executive	Program Support
<u>San Francisco</u> Michael Law, President Ogilvy West Coast (based in San Francisco)	Senior Strategist
Michael Merwin	Program Support
<u>Chicago</u> Elizabeth Tjaden, Senior Account Executive	Program Support

THE FEE SCHEDULE

1. Payment of the Consultancy Fee for the Consultancy Services (not including the additional assignments provided in Clause 6.5 and the Procurement Services) will be made according to the following schedule

Consultancy Fee for Consultancy Services rendered in the month of –	*Amount*
April 2011	US$32,500.00
May 2011	US$32,500.00
June 2011	US$32,500.00
July 2011	US$32,500.00
August 2011	US$32,500.00
September 2011	US$32,500.00
October 2011	US$32,500.00
November 2011	US$32,500.00
December 2011	US$32,500.00
January 2012	US$32,500.00
February 2012	US$32,500.00
March 2012	US$32,500.00
April 2012	US$32,500.00
May 2012	US$32,500.00
June 2012	US$32,500.00
July 2012	US$32,500.00
August 2012	US$32,500.00
September 2012	US$32,500.00

October 2012	US$32,500.00
November 2012	US$32,500.00
December 2012	US$32,500.00
January 2013	US$32,500.00
February 2013	US$32,500.00
March 2013	US$32,500.00

2. See The Services Schedule for the payment for the Procurement Services.

THE SERVICES SCHEDULE

I. Objectives of the Consultancy Services

The Consultant will work closely with the ETOs to achieve the objectives set out in paragraphs 3 to 5 of the Consultancy Brief (Annex A).

II. Tasks and Deliverables of Consultancy Services

The tasks and Deliverables to be undertaken and provided by Consultant under this Agreement are set out in paragraphs 10 – 13 of the Consultancy Brief (Annex A) and pages 9 – 24 in the Consultant's Proposal in Annex B. It is clearly understood that the specific elements of each task may vary depending on the balance and prioritisation of individual Washington D.C., 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.

III. Procurement Services

1. "Procurement Services" means

At the option of the Government and provided that (i) such services or items are not within the tasks and Deliverables set out above, and (ii) the Government has notified the Consultant in writing in advance that such services or items are required, the Government may require the Consultant to procure services and items, such as those set out as follows, on behalf of the Government ("Procurement Services"). The Government may request the Consultant to coordinate and monitor such Procurement Services and the Consultant shall act accordingly.

- 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

2. The Consultant shall obtain a fee quotation for the Procurement Services that may be required by the Government for approval and shall not engage any supplier or contractor for the Procurement Services except with the prior written approval of such quotation by the Government Representative.

3. The Government may 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.

HONG KONG ECONOMIC & TRADE OFFICE
HONG KONG SPECIAL ADMINISTRATIVE REGION GOVERNMENT

香港特別行政區政府駐華盛頓經濟貿易辦事處

November 8, 2010

Mr. Christopher Graves
Global Chief Executive Officer
Ogilvy Public Relations Worldwide
1111 19th Street NW
10th Floor
Washington, DC 20036

Dear Mr. Graves,

The Hong Kong Special Administrative Region (HKSAR) Government has engaged public relations (PR) consultants to assist its Economic & Trade Offices in the United States (U.S.) in the development and implementation of public relations and publicity programmes. These programmes have helped us effectively reach out to key decision makers and opinion formers as to the importance of Hong Kong for the U.S. interests and its long term viability as an international business and investment centre.

The HKSAR Government is considering the appointment of a PR consultant for a period of two years from 1 April 2011 to 31 March 2013.

On behalf of the Hong Kong Commissioner for Economic & Trade Affairs to the United States, I write to invite your firm to submit a PR consultancy proposal. If your firm is interested in bidding for the consultancy, please make necessary arrangements to ensure that ten (10) copies of your proposal will reach this Office at the latest by **5:00pm on Thursday, 2 December 2010 (Eastern Standard Time)**. A Consultancy Brief is enclosed.

Fee proposal has to be a lump-sum fee with breakdowns on various programme elements and out-of-pocket expenses. It must be kept under **seal in a separate envelope with the words "Fee Proposal"** clearly marked on the outside of the envelope. Failure to provide the technical proposal and the fee proposal in two separate envelopes may lead to disqualification.

Please note that the HKSAR Government shall have the right to disclose to any person, whenever it considers appropriate or upon request by any person (written or otherwise), and in such form and manner as it deems fit –

(a) the fees, costs and expenses payable by the HKSAR Government for engaging the selected consultant; and
(b) the fee proposal submitted by the selected consultant.

1520 18th Street, N.W., Washington, D.C. 20036-1306
Telephone (202) 331-8947 • Facsimile (202) 331-8958 • E-mail hketo@hketowashington.gov.hk

For the above purpose, you are requested to complete, execute and deliver to the HKSAR Government a "Consent to Disclosure" in the form enclosed together with your proposal in respect of the consultancy service.

Upon receiving your proposal, your firm may be invited to give a presentation on either December 15 or 16, 2010 to an Assessment Panel in our Washington D.C. office. In this regard, please let us know the names, titles, and contact details of your team members who will attend the presentation meeting. We will inform him/her of the arrangement in due course.

Please note that both the proposals and presentations will be done entirely at your firm's own expense and there will not be reimbursement from the HKSAR Government.

For enquiry, please contact the undersigned on (202)-238-6322 or by email at queenie_wong@hketowashington.gov.hk.

Yours sincerely,

(Miss Queenie Wong)
Assistant Director-General
Hong Kong Economic & Trade Office,
Washington DC

Encl.

Hong Kong Public Relations in the United States
Consultancy Brief

Purpose

The Hong Kong Special Administrative Region (HKSAR) Government invites proposals from consulting firms interested in acting in the United States (U.S.) as public relations advisor to the HKSAR Government; and in developing a communication and public relations programme designed to influence key decision-makers (including political leaders and government officials) and opinion formers in the U.S. as to the importance of Hong Kong for the U.S. interests and its long-term viability as an international business and investment centre.

Interpretation

2. In this Consultancy Brief, the following words and expressions shall have the meaning assigned to them except where the context otherwise requires:

"Agreement" or **"Consultancy Agreement"**	means the consultancy agreement as provided in paragraph 65 of this Consultancy Brief.
"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 the other; or (c) any person who is controlled by, or has control over, a person at (a) or (b) above. **"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.

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

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

"Consultant" means the consulting firm selected to enter into the Consultancy Agreement.

"Consulting Team" means the team of officers, agents or employees, or the sub-contractors of the consulting firm and/or of its sub-contractors who will assist in the provision of the Consultancy Services pursuant to the Agreement, including those individuals named for this purpose in the consulting firm's proposal.

"Consultancy" or "Consultancy Services" means the services to be performed by the Consultant in accordance with the Consultancy Agreement.

"Intellectual Property Rights" means patents, copyright, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wherever arising, whether now known or hereafter created) and in each case whether registered or unregistered and including applications for the grant of any such rights; and

"Materials"	includes but is not limited to all the deliverables, reports, works of authorship, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, questionnaires, plans, models, analyses, work programmes, technical notes, information papers, opinions, comments, specifications, formulae, data, information, documents and materials collected, compiled, developed, produced or created by the appointed consultant, the consulting team or the employees, directors, officers, agents or sub-contractors at all tiers of the appointed consultant, agents or sub-contractors (whether individually or jointly with the HKSAR Government) in relation to and/or in the course of the performance of the Consultancy Services or for the purpose of the Agreement including but without limitation, the pre-contractual and contractual documents thereof which are recorded or stored by whatever means in whatever form or media and the drafts of any of the above items.

Hong Kong's Public Relations Objectives

3. The HKSAR Government's overall public relations objective in the U.S. is to inspire and enhance 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 to U.S. interests.

4. The main thrust of our public relations effort has been, and will continue to be -

(a) to reassure the relevant sectors in the U.S. 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 Mainland China as a result of the Closer Economic Partnership Arrangement, and as an important investment destination in its own right;

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(e) to inform existing and potential investors of the niches Hong Kong possesses as a business / conference / communications / financial / exhibition / logistics / service / cultural / sight-seeing centre of the Asia-Pacific region, and the business opportunities arising from time to time under new initiatives as promulgated by HKSAR Government (e.g. the six new industries where Hong Kong has clear advantages, wine-related business, off-shore Renminbi-related business);

(f) to promote the unique culture of Hong Kong and its development as a major hub for art and creative industries in Asia;

(g) 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; and

(g) to position Hong Kong as Asia's world city – the New York and London of Asia.

5. This recognises that corporate investors have focused on Hong Kong's new status as a Special Administrative Region of China after the transition in 1997, as well as Hong Kong's close economic collaboration with the Pearl River Delta Region, as a factor in their long-term investment decisions, as well as trading interests of the U.S. especially subsequent to China's accession to the World Trade Organization.

Target Audience

6. Hong Kong's public relations efforts in the U.S. are targeted at individuals, institutions and organisations which may influence or lead opinions on Hong Kong, become potential advocates for Hong Kong or make decisions which affect Hong Kong's interests. The strategy has been to underline the theme that Hong Kong is one of the U.S.'s best business partners in Asia. Principal target groups include but are not limited to -

(a) Corporate America – top/senior management in the U.S. businesses, particularly those with interests in Hong Kong, China and / or the Asia-Pacific region;

(b) the financial and investment community;

(c) U.S. Congressional members and key Congressional staff;

(d) the U.S. Administration;

(e) U.S. institutions and academia on foreign, international relations, and public policy;

(f) State and local Government – elected officials and aides in key cities and regions where there is a significant or potential Hong Kong constituency; and

(g) the media.

Current Public Relations Program

7. To date, Hong Kong has sought to reach its target audience in the U.S. via a mix of personal diplomacy and media relations. Personal diplomacy includes -

(a) speaking engagements, seminars, meetings and briefings by HKSAR Government representatives based in the U.S. targeted at elected and administration officials in state/local government, business and trade groups, media, think-tanks and academics in key U.S. cities;

(b) senior Government officials and private-sector visitors from Hong Kong making calls or speaking at prestigious fora in major U.S. cities; and

(c) sponsoring or arranging influential U.S. contacts or targets to visit Hong Kong, where they will meet senior Government officials as well as non-Government contacts.

8. A media strategy is to be built around these programmes, consisting of targeted interviews, briefings and / or editorial boards, with an emphasis on the business and financial print media. Radio / television / electronic coverage is to be secured, again most often on business or business-related programmes.

9. The 2011-13 programme will be conducted under the direction of Hong Kong Commissioner, USA (CUSA) with the support of Hong Kong Economic & Trade Offices in Washington, D.C., New York City and San Francisco (HKETOs). In addition, the HKETOs work closely with the InvestHK, the Hong Kong Monetary Authority, Hong Kong Trade Development Council and Hong Kong Tourism Board through their offices in the U.S., which together form the core of the Hong Kong representation in the U.S.. A number of major business enterprises also work closely with the HKSAR Government to promote Hong Kong's overall image. They include, for example, the HSBC, Cathay Pacific Airways, and various offices of Hong Kong Associations across the U.S.. The CUSA shall act as the HKSAR Government Representative. The Consultant and the members of the Consulting Team shall take instructions only from the Government Representative.

Scope of Consultancy Services and Deliverables

10. With a view to achieving the public relations objectives as stated in paragraphs 3 to 5 above, the Consultant is required to provide expert advice on the formulation and implementation of the 2011-13 communications and public relations

programme for the HKSAR Government. The Consultant shall carry out the Consultancy Services and work under the steer of the HKETOs. The scope of the Consultancy Services shall include but not be limited to public relations, marketing, event management, research, and communications (including preparing speeches, statements, briefs and press releases), as and when required by HKSAR Government during the Consultancy period.

11. The Consultant is required by the end of the first month of each of the two 12-month periods 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 or assist in developing for that period plans of travel, speaking engagements, public relations activities and media exposure for CUSA and other HKETO staff targeting the key audiences as specified in paragraph 6 above in important states and cities of the U.S.; and

(c) present a proposal of and line up calls for that period for visiting HKSAR Government officials, CUSA, and other HKETO staff on senior American Government officials, corporate leadership, think-tank community, universities, and media in the cities concerned.

12. 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 package of materials to support the key messages to be used by HKETOs.

13. In addition to the requirements of paragraphs 10 to 12 above, the Consultant is required to provide continuous and timely support to the HKSAR Government during the Consultancy period in the following areas -

(a) provide strategic counsel to the HKSAR Government on the development and management of Hong Kong's public relations and communications strategies, programmes, and activities in the U.S.;

(b) assist the HKETOs from time to time to implement travel plans, including research, preparing briefs, lining up speaking engagements, media exposure, and appropriate promotion/PR activities generally or in connection with particular themes as directed by the HKSAR Government Representative, i.e. CUSA (e.g. enhancing ties between Hong Kong and the U.S. by way of official visits, especially after change of Government leadership in the HKSAR in mid-2012);

(c) support the HKETOs in their coalition-building on U.S. and international issues affecting Hong Kong's interests, including recommending suitable U.S. visitors to Hong Kong as sponsored guests of the HKSAR Government;

(d) keep respective HKETOs informed of government initiatives and legislative proposals at state levels that may impact on Hong Kong's interests, especially in key states with strong economic and trade ties with Hong Kong (e.g. California, New York, Washington, Texas) as and when directed;

(e) assist the HKETOs in developing third-party endorsements and testimony on subjects of Hong Kong interest;

(f) support and provide expert advice on the HKSAR Government's continuing public relations and media relations activities;

(g) assist the HKETOs in developing from time to time messages to be delivered on topical issues of Hong Kong and disseminate them to target audiences through various communication channels including possible use of new media; and

(h) provide expert public relations and communications advice to HKSAR Government in dealing with opportunities, crisis, adverse and/or unexpected situations and assist in developing responses.

Conduct of Consultancy and Acceptability of Consulting Team

14. The Consulting Team must be acceptable to the Government. The Government reserves a right to require a change of its composition or any of its members.

15. The HKSAR Government will assess the acceptability of the Consulting Team on the basis of the information provided in the technical proposal. In preparing its proposal, the consulting firm shall take all necessary steps to ensure that such information is complete and accurate and that the Consulting Team members so proposed are available to perform the Consultancy (if the proposal is selected).

16. Any change in personnel of the Consulting Team will be subject to prior approval by the HKSAR Government. Since the contract will be awarded largely on the basis of the caliber of the Consulting Team, such approval will not be given lightly. The substitute or replacement should be no less qualified in terms of relevant experience and qualifications than the outgoing member.

17. The Consulting Team shall, as and when required by the CUSA, work in coordination with other government bureaux, departments and / or organisations, and their agents, consultants and / or contractors, on projects related to the promotion of Hong Kong.

18. The Consultant and/or the Consulting Team will not receive any secretarial or other administrative support from the HKSAR Government or the HKETOs.

Duration of the Consultancy

19. The duration of the Consultancy will be two years, starting from 1 April 2011 to 31 March 2013.

Qualification Requirements

20. To be qualified for the assignment of the Consultancy, the consulting firm must be able to demonstrate the following, and specifically for items (a) and (b) with documentary proofs, in the proposal -

(a) the consulting firm has an office in each of the following cities where the HKETOs are located : Washington, District of Columbia; New York City, New York; San Francisco, California; as well as in Hong Kong;

(b) the consulting firm must have at least a public sector client in its clientele for any period from 2008 to 2010;

(c) the consulting firm must nominate a Consulting Team, to be led by a team leader, for the purpose of the performance of the Consultancy. Detailed requirements concerning the qualification of the team leader and the composition of the Consulting Team are provided in subparagraphs (d) and (e) below;

(d) the team leader must be currently a senior executive in the consulting firm. He/she must have at least 10 years experience (as of the submission deadline of the proposal) in public sector-related service, performing an overseeing and/or managing role. Such public-sector related services may include, but not limited to, direct involvement in public administration or policy-making; communications and media relations in the public sector; and providing public relations services to governments or public bodies; and

(e) the Consulting Team must have at least one key supporting consultant in each of its offices in Washington, District of Columbia, New York City, New York and San Francisco, California and each of these key supporting consultants must

have at least 5 years of experience (as of the submission deadline of the proposal) in providing public relations services. The team leader referred to in subparagraph (d) above can be one of the key supporting consultants referred to in this subparagraph. The key supporting consultant(s) in each of the three above-mentioned cities will coordinate with other staff of the consulting firm in the city concerned to form a local team to support the work of the HKETO therein. In case there is more than one key supporting consultant in a city, the firm should designate one key supporting consultant in the city concerned as the lead person to manage the local team and to serve the HKETO therein.

The above qualification requirements are mandatory and failing to meet with them will render the proposal submitted by the consulting firm concerned disqualified from the selection exercise.

Submission of Proposal

21. Technical and fee proposals are to be submitted in separate envelopes with words "Technical Proposal" or "Fee Proposal" clearly marked on the outside of the envelope. Technical proposal should set out the general strategies which Hong Kong should follow in developing such a programme in respect of -

(a) presentation; and

(b) programme elements;

taking into account the HKSAR Government's public relations objectives and target audiences.

22. The HKSAR Government expects a proactive and persuasive rather than purely informative programme. The programme should have a well coordinated basic message indicating confidence in Hong Kong's future and be designed to give HKSAR Government representatives strategy, access, exposure, and support.

23. The technical proposal should also include information on the following -

(a) details of the consulting firm's previous experience in providing public relations services to public sector clients and knowledge about Hong Kong;

(b) the national network of offices within the U.S. which would facilitate the conduct of the Consultancy Service;

(c) strength of the consulting firm (e.g. how accessible and resourceful the consulting firm is in areas other than the public relations sector). It would also be an advantage if the

Consulting Team can draw resources from other branches of its firm to support HKETOs' public relations programme;

(d) evidence (e.g. track record, credentials etc.) supporting that the consulting team has a clear understanding of the political and economic situation of Hong Kong (as a Special Administrative Region of China under the "One Country, Two Systems" principle) and the U.S., and the relationship, in particular political and economic dynamics, between Hong Kong and the U.S.;

(e) details of the team leader, the key supporting consultant(s) and any other members of the Consulting Team, as referred to in paragraph 20(d) and (e) respectively, together with the detailed resumes;

(f) evidence (e.g. track record, credentials, etc.) supporting that the Consulting Team has access to senior personalities in the U.S. federal and state governments, Congress, business community, think-tanks, academic and media circle and is able to arrange calls/meetings and promotional activities with a focus on Hong Kong ;

(g) a description of the approaches and strategies the firm might recommend in undertaking the assignment; and

(h) a completed "Consent to Disclosure" form (see paragraph 60 below).

24. The consulting firm is required to submit in the technical proposal an up-to-date list of clients and to declare the involvement or interest, whether financial, commercial, personal or otherwise, in any group, corporation, organisation matter, whether as an associate or through common directors or otherwise, that may give rise to any actual, potential or perceived conflict with the duties to be performed for this Consultancy. Any involvement or interest declared would be carefully considered by HKSAR Government and would not necessarily debar the consulting firm from being further considered in the selection process.

25. The fee proposal must be a fixed lump-sum fee in U.S. Dollar with breakdowns of professional fees and other expenses on various programme elements. The fee proposal should be kept under seal in a separate envelope. The fee proposal will only be opened for evaluation after completion of the assessment of the technical proposal. ***Failure to provide the technical and fee proposals in two separate envelopes may lead to disqualification.***

26. The fixed lump-sum fee shall be quoted on an all inclusive basis and shall cover all costs, charges and expenses including professional fees, staff costs, air fares and hotel accommodation in the U.S. for any member of the Consulting Team

save and except where the U.S.-based members of the Consulting Team are required by the HKETOs, with the explicit and prior consent of CUSA, to travel outside the U.S. to Hong Kong for the purpose of this Consultancy Agreement (whereby the air fares and hotel accommodation in Hong Kong would be reimbursable). The same exception would apply in case any Hong Kong-based staff of the Consultant are required to travel to the U.S. by HKETOs as communicated in writing by CUSA. No adjustment to the fixed fee to reflect any changing cost or price level will be allowed..

27. The HKSAR Government will only pay the lump sum fixed fee quoted in the fee proposal (subject to the terms of the Consultancy Agreement as referred to in paragraph 65 below) and will not pay or reimburse the Consultant or any third party any other fees or expenses for the Consultancy Services rendered in Hong Kong and/or the U.S..

28. Bidding consulting firms may be invited to present their proposals to the Assessment Panel. The presentation will be done entirely at the bidding consulting firm's own expense.

Performance Monitoring of the Consultant

29. Should a consulting firm be awarded the Consultancy, its subsequent performance will be monitored and may be taken into account when its future bids for other HKSAR Government Consultancy works are evaluated. A consulting firm selected for a Consultancy may be suspended from bidding any new Government consultancy works if its performance is unsatisfactory.

30. The HKSAR Government shall monitor the Consultant's performance in the following ways -

(a) the Consultant is required to provide the Hong Kong Economic and Trade Office, Washington, D.C., a monthly report on its activities;

(b) HKETOs and the Consultant and the Consulting Team will conduct half-yearly reviews to evaluate performance and to update the plan for the next half-year period; and

(c) the Consultant and the Consulting Team are expected to attend regular meetings with the HKETOs at HKETOs' request to monitor the performance of the Consultancy Services and to discuss matters arising therefrom.

Payment

31. The Consultancy fee shall be payable by the HKSAR Government to the Consultant in the form of a fixed sum monthly instalments. Unless otherwise expressly provided in the fee schedule, the Consultancy fee shall be inclusive of all staff costs and service fees, which shall be inclusive of all costs, charges and

disbursements, including without limitation all out-of-pocket expenses, incurred in carrying out the Consultancy Services.

32. The Consultant shall provide an invoice to the HKSAR Government not later than the 15th day of each calendar month, together with the monthly activity report which sets out details of the tasks and deliverables completed in the preceding calendar month. The HKSAR Government shall, upon completion of the Consultancy Services by the Consultant to the satisfaction of the HKSAR Government, use all reasonable endeavors to pay the fee within 30 days after the date of receipt of the said invoice by the HKSAR Government.

Deadline of Submission

33. Ten copies of the proposal should reach the following address **on or before 5:00 pm of 2 December 2010 (Eastern Standard Time)** -

Hong Kong Economic and Trade Office
1520 18th Street NW
Washington D.C. 20036

Any proposal received after the above-mentioned deadline will not be qualified for the selection exercise.

Assessment of Proposal

34. Proposal for the Consultancy will be assessed by a panel according to the evaluation criteria which are pre-determined by the HKSAR Government in the following aspects as well as other information included in the proposal -

(a) previous experience of the consulting firm in providing public relations services to public sector clients and knowledge about Hong Kong;

(b) consulting firm's network of supporting offices in the U.S. ;

(c) strength of the consulting firm (e.g. how accessible and resourceful the consulting firm is in areas other than the public relations sector). It would also be an advantage if the Consulting Team can draw resources from other branches of its firm to support HKETOs' public relations programme;

(d) Consulting Team's professional knowledge and understanding of HK / U.S. issues;

(e) qualification and size of the Consulting Team;

(f) Consulting Team's access to high level contacts and ability to arrange meetings and promotional activities focusing on Hong Kong;

(g) relevance and creativity of the proposal;

(h) practicability of the proposal; and

(i) cost-effectiveness of the proposal.

35. The assessment panel will evaluate and score the consulting firms' proposals in accordance with the pre-determined evaluation criteria and scoring formula as provided in the marking scheme.

Confidentiality

36. All materials and data furnished by or on behalf of the HKSAR Government in connection with the Agreement, materials created or produced during the Consultancy, and the terms and conditions of the Agreement shall be treated as confidential information. The Consultant shall not, during the continuance of the Agreement or at any time thereafter, disclose to any person (including without limitation any associates or associated persons, directors, officers, employees or agents of the Consultant who are not members of the Consulting Team, except to the senior management, legal and compliance personnel and auditors of the Consultant and then only on a need-to-know basis) any confidential information, PROVIDED that the restrictions on disclosure contained in this Clause shall not apply:

(a) to the disclosure of any information to any members of the Consulting Team in circumstances where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Agreement;

(b) to the disclosure of any information already known to the recipient other than as a result of disclosure by a breach of the confidentiality obligation of the Consultant, its associates or associated persons, directors, officers, employees, agents or any member of the Consulting Team or its sub-contractors including without limitation professional advisers;

(c) to the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by a breach of the confidentiality obligation of the Consultant, its associates or associated persons, directors, officers, employees, agents or any member of the Consulting Team or its sub-contractors including without limitation professional advisers;

(d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law, regulation, rule of any relevant stock exchange, or order of a court or arbitral authority of competent jurisdiction;

(e) to the disclosure of any information to the Consultant's permitted sub-contractors, professional advisers, directors, officers, employees or agents where such disclosure is necessary for the performance of the Consultant's duties and obligations under the Agreement; or

(f) to the disclosure of any information with the prior written consent of the HKSAR Government.

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

37. Any disclosure permitted under paragraph 36 shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in paragraph 36 and the Consultant shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.

38. The Consultant shall not make use of or reproduce any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to the Agreement furnished by or on behalf of the HKSAR Government other than in the performance of its obligations under the Agreement, and shall not make use of the Deliverables or any Materials or computer models produced or created in relation to the performance of its obligations under the Agreement other than in the performance of its obligations under the Agreement or with the prior written consent of the HKSAR Government.

39. The Consultant shall not without the prior written consent of the HKSAR 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 the Agreement).

40. The Consultant shall inform every person to whom any information, report, chart, document, plan, software, data or other particulars or information relating to the 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.

41. The Consultant shall procure its associates and associated persons, its sub-contractors, each member of the Consulting Team and its professional advisers, directors, officers, employees and agents referred to in paragraph 36(e) above to

execute a legally binding written undertaking in favour of the Consultant and the HKSAR Government jointly and severally in a form prescribed by the HKSAR Government agreeing not to disclose any such confidential information and the Consultant shall provide the original or certified true copies of all such undertakings to the HKSAR Government as may be required by the HKSAR Government. The Consultant further agrees that, if so required by the HKSAR Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the HKSAR Government in their enforcement.

Conflict of Interest

42. The Consultant shall during the term of the Agreement and for six months thereafter:

(a) ensure that it (including its associates and associated persons, each member of the Consulting Team and each of its sub-contractors and their associates and associated persons) shall not undertake any service, task or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Agreement) which conflicts, or which may be seen to conflict (including, for instance, providing similar consultancy services in the U.S. for other South East Asian governments), with the Consultant's duties to the HKSAR Government under the Agreement; and

(b) forthwith notify the HKSAR Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Consultant or its associates or associated persons, or any of the Consultant's sub-contractors or any member of the Consulting Team or their associates and associated persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the HKSAR Government under the Agreement.

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

44. The Consultant shall procure its associates and associated persons, its sub-contractors, each member of the Consulting Team and its professional advisers, directors, officers, employees and agents who are involved in the provision of the Consultancy Services to execute a legally binding written undertaking in favour of the Consultant and the HKSAR Government jointly and severally in a form

prescribed by the HKSAR Government agreeing to observe paragraphs 42 and 43 and the Consultant shall provide the original or certified true copies of all such undertakings to the HKSAR Government as may be required by the HKSAR Government. The Consultant further agrees that, if so required by the HKSAR Government, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with the HKSAR Government in their enforcement.

45. The Consultant shall ensure that its associates and associated persons, each of its sub-contractors and each member of the Consulting Team and their associates and associated persons shall inform the Consultant and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the HKSAR Government under the Agreement.

46. Notwithstanding the expiry or earlier termination of the Agreement, the Consultant shall ensure that it (including its associates and associated persons, each member of the Consulting Team and each of its sub-contractors and their associates and associated persons who are involved in the performance of the Consultant's obligations hereunder) shall not (whether on its own or in joint venture with others), submit any bid in any competitive bidding process or accept any appointment as consultant for, or otherwise be interested in or involved in any manner in any subsequent exercise for the procurement of any goods and/or services arising out of this Consultancy.

Ownership, Copyright and other Intellectual Property Rights

47. All the Materials and all the Intellectual Property Rights in all the Materials shall be and shall remain the exclusive property of the HKSAR Government and shall vest in the HKSAR Government absolutely at the time when they are created.

48. In the event and to the extent that any of the Intellectual Property Rights in the Materials is deemed for any reason not to vest in the HKSAR Government pursuant to paragraph 47, then, upon request by the HKSAR Government, the Consultant shall forthwith, free of charge to the HKSAR Government, assign or otherwise transfer or cause to be assigned or otherwise transferred the same to the HKSAR Government free of any encumbrance or compensation to the Consultant.

49. The provisions of paragraph 47 shall not apply to the following type of property ("**Licensed Property**") namely that of a kind which is available publicly or generally within the business of a kind similar to that to be provided by the Consultant under the Agreement or which is or was specifically produced or created solely and exclusively in relation to services, other than services provided or to be provided to the HKSAR Government under the Agreement, and which is incorporated or used in the Materials or otherwise used by the Consultant in the performance of the Agreement. The Consultant shall keep the HKSAR Government informed in writing of any of the Materials that are subject matter(s) of the Licensed

Property or any pre-existing Intellectual Property Rights and any restrictions whatsoever affecting the use thereof.

50. The Consultant undertakes to acquire all the requisite consents and licenses for the benefit of the HKSAR Government for the use and reproduction of the Licensed Property incorporated in the Materials for any purposes for which the HKSAR Government may in its absolute discretion use the Materials.

51. Upon request by the HKSAR Government, and in the event of the expiration or termination of the Agreement, the Consultant shall at its expense promptly deliver to the HKSAR Government all copies of the Materials then in the Consultant's custody, control or possession.

52. The Consultant hereby waives and will procure all the authors concerned to waive all moral rights in the Materials and the Licensed Property, such waiver to operate in favour of the HKSAR Government, its licensees, assigns and successors in title and to have effect upon the vesting of Intellectual Property Rights or the grant of the licence (as the case may be).

53. The Consultant shall ensure that no Intellectual Property Rights of any third parties have been or will be infringed as a result of the Consultancy Services and shall indemnify the HKSAR Government against any loss or damage which the HKSAR Government may sustain or incur as a result of any allegation of or claim for infringement of the Intellectual Property Rights of any party arising from or in any way related to the Consultancy Services or the use or possession at any time whether before or after the execution of the Agreement of the Materials by the HKSAR Government.

54. Upon request by the HKSAR Government, the Consultant shall, free of charge to the HKSAR Government, do all such things and sign all such documents and instruments as may be reasonably necessary in the opinion of the HKSAR Government to enable the HKSAR Government to obtain, defend and enforce its rights in the Materials.

No Sub-Contracting or Assignment

55. The Consultant shall not assign, or otherwise dispose of or transfer, or sub-contract any of its duties, obligations, interests, rights or benefits under the written agreement, in whole or in part, without the prior written approval of the HKSAR Government. The Consultancy fee shall include all fees, costs and disbursements incurred by any permitted sub-contractors, advisers or other appointed or engaged by the Consultant to perform any part or parts of the Consultancy Services in accordance with the Consultancy Agreement referred to in paragraph 65 hereof. If any part of the Consultancy Services is sub-contracted to any person with the HKSAR Government's approval, the Consultant shall remain liable for any act or omission of such person as if such act or omission were its own.

Indemnity

56. The Consultant shall indemnify and keep indemnified the HKSAR Government against all claims, damages, costs, losses or expenses in respect of personal injury, death, losses or damages arising out of or in relation to or resulting from the performance or attempted performance of the Agreement to the extent that the same are or have been caused by any act, omission, neglect, recklessness, wilful misconduct, defamation, breach of statutory duty or breach of the Agreement by the Consultant, its employees, agents or sub-contractors.

Government's Right

57. The HKSAR Government reserves the right not to accept the lowest proposal, or to appoint any person who has submitted proposals in response to this invitation for the whole or any part of the Consultancy. All proposals are submitted on the understanding that the HKSAR Government will not be liable to pay any costs arising out of their preparation and submission or in explaining or clarifying their proposals. The HKSAR Government is also under no obligation to discuss the evaluation or evaluations result of any proposal with any person.

58. After submission of the technical and fee proposals, the consulting firms shall not attempt to initiate any further contact, whether direct or indirect, with the HKSAR Government on its proposal or this invitation to submit proposals. The HKSAR Government shall have the sole right to initiate any such further contact and all such contacts and any replies of consulting firms thereto shall be in writing or formally documented in writing.

59. The HKSAR Government including the HKETOs reserve the right to employ or appoint any other consulting firm(s) to plan and carry out PR strategy, programmes or activities, corporate marketing and communications assignments and/or Consultancy Services at its own discretion in or outside the U.S.. Such appointment shall not affect or prejudice any other right of the HKSAR Government.

Disclosure of Fees Payable to the Consultant

60. The HKSAR Government shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third parties (written or otherwise), and in such form and manner as it deems fit -

(a) the Consultancy fee and any other fees, costs and expenses payable by the HKSAR Government for engaging the Consultant;

(b) the fee proposal submitted by the Consultant; and

(c) the engagement by the Government of the Consultant under the Consultancy Agreement as referred to in paragraph 65, the names of the Consultant, members of the Consulting Team and other persons appointed or engaged by the Consultant who

assist in the provision of the Consultancy Services in accordance with the said Consultancy Agreement; and description of the Consultancy Services.

61. For the purposes of paragraph 60 above, each consulting firm shall complete, execute and deliver to the HKSAR Government a Consent To Disclosure in the form attached at the Annex with its fee proposal in respect of the Consultancy.

Negotiation and Variation of Scope of the Consultancy

62. The HKSAR Government reserves the right to negotiate with any consulting firm over the terms of its bid.

63. The HKSAR Government may at any time during the term of the Consultancy, by giving written notice to the Consultant, make such changes as are reasonable in all circumstances to the scope of the Consultancy Services to be carried out under the Consultancy Agreement. The cost of such changes (if any) and the impact of such changes on the charging and payment provisions of the Consultancy Agreement shall be mutually agreed by the HKSAR Government and the Consultant.

Relationship of the Parties

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

Consultancy Agreement

65. The HKSAR Government will before the commencement of the Consultancy enter into a formal Consultancy Agreement with the Consultant, which must be one contractual party whom will be held responsible for the due and faithful performance of the Consultancy Services. The Consultancy Agreement is to be prepared by the Department of Justice of the HKSAR Government, and will contain the complete terms and conditions of the Consultancy, including without limitation the matters referred to in this Brief, expanded or modified as the Department of Justice of the HKSAR Government sees fit, and other matters such as remuneration, payment schedule accepted by the HKSAR Government, set-off, details of the Consultant and the Consulting Team, representations and warranties by the Consultant, conflict of interest, indemnity from the Consultant, extension, termination and suspension of services, provision for *force majeure*, copyright and other intellectual property rights, and confidentiality. It is expected that this Consultancy Brief shall form part of the Consultancy Agreement. The Government may vary the scope of the Consultancy after receiving and considering the proposals from consulting firms.

Governing Law

66. The governing law of the Consultancy Agreement shall be the laws of the HKSAR and parties to the Consultancy Agreement shall submit to the exclusive jurisdiction of the courts of the HKSAR.

Termination of Services

67. The HKSAR Government shall be entitled to terminate the Consultancy Agreement forthwith if the Consultant is in breach of any terms of the Agreement or, in the case of a breach capable of being remedied, if such breach has not been remedied by the Consultant to the satisfaction of the HKSAR Government within seven days of receipt of notice from the HKSAR Government or if the Consultant has persistently or flagrantly neglected its duties and obligations under the Agreement.

68. The HKSAR Government may also at any time prior to the completion of the Consultancy at its option suspend or terminate the Consultancy by giving the Consultant one 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 HKSAR Government according to the actual completion of deliverables.

69. Such termination shall not prejudice or affect any rights or remedies which may have accrued to the HKSAR Government or the Consultant prior to the suspension or termination.

Set Off

70. Where the Consultant has incurred an liability to the HKSAR Government, whether at law or in equity and whether such liability is liquidated or unliquidated, the HKSAR Government may 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 HKSAR Government to the Consultant under the Consultancy Agreement referred to in paragraph 65 hereof or any other contracts.

No Counter-proposal

71. The obligations and liabilities imposed on the Consultant in paragraphs 36 to 56 (confidentiality, conflict of interests, intellectual property rights and indemnity) in this Consultancy Brief are not subject to negotiation or counter-proposals. Any counter-proposal in contravention of this paragraph will be disregarded.

Addendum

72. Should the HKSAR Government require any clarifications to be made to this brief, the HKSAR Government will issue to every consulting firm numbered addenda giving the full details of such clarifications. These addenda shall form part of this brief.

Disposal of Documents

73. Documents of unsuccessful consulting firms will be destroyed three months after the date on which the agreement is signed.

Reference Materials

74. Reference materials on Hong Kong, including speeches by the Chief Executive and other senior government officials, press releases and information, are available on the website of the HKSAR Government (http://www.gov.hk).

Contact Person

75. The contact person for this exercise is Miss Queenie Wong, Assistant Director-General, Hong Kong Economic and Trade Office, Washington D.C. (Tel. No.: (202) 238-6322; Email:queenie_wong@hketowashington.gov.hk)

Hong Kong Economic and Trade Office, Washington D.C.
November 2010