

The Hong Kong Institute of Architects Biennale Foundation

香港建築師學會雙年展基金會

2019 Bi-City Biennale of Urbanism\ Architecture (Hong Kong Exhibition) Agreement between the organiser and the Curator

The agreement is made on this _____ day of _____.

BETWEEN

The Hong Kong Institute of Architects Biennale Foundation Company Limited
19/F., One Hysan Avenue, Causeway Bay, Hong Kong
(hereinafter called “**organiser**”) of the one part,

and

Curator’s info

(hereinafter called “**Curator**”)

WHEREAS

1. The organiser intends to proceed with the work of 2019 Bi-City Biennale of Urbanism\ Architecture (Hong Kong Exhibition) (hereinafter called “UABBHK2019”).
2. The organiser wishes to appoint the Curator to perform the Services as described in detail in Part 1 and to undertake the responsibilities hereinafter mentioned in respect of the Responsibilities of Curator, which the Curator has agreed to do upon acceptance of appointment letter and subject to the terms and conditions hereinafter set out.

NOW IT IS HEREBY AGREED that the organiser appoints the Curator and the Curator agrees to act as Curator, in respect of UABBHK2019, in accordance with the terms and conditions hereinafter set out.

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1. Responsibilities of the Curator

- 1.1 The Curator shall report to the organiser and UABBHK2019 Steering Committee.
- 1.2 Curator should state artistic direction of the Hong Kong Exhibition, and exchange ideas, information and discuss with UABB (SZ) 2019, Shenzhen Biennale of Urbanism\Architecture organiser Committee and its appointed curator for a synergy of two exhibitions.
- 1.3 The Curator should propose and take charge in the planning, design, the completion of Authorized Person (AP) / Registered Structural Engineer (RSE) certifications and any other statutory submissions involved with the venue, Exhibition and Exhibits.
- 1.4 The Curator is responsible to prepare tender documents, apply permits, monitor construction and maintain the venue in good and safe conditions during the Biennale period.
- 1.5 The Curator should budget for the Proposal according to the amount of funding designated for the Project, and to regulate relevant expenses and manage account of transactions within the acquired funding thereof.
- 1.6 Curator is required to review and propose measures to adjust the overall exhibition expenditure from time to time to suit the latest financial status for the purpose of budget control.
- 1.7 The Curator should prepare cash flow table of the project for reporting in every Steering Committee meeting.

The Curator should cooperate with venue landlord, consultants, contractors, sponsors and exhibitors on all matters related to the UABBHK2019. The curator should ensure that exhibitors would observe all the regulations and requirements of venue provider and sponsors, and to oversee dismantling for site clearance for compliance with the requirement as set by site provider;

- 1.8 The Curator should be responsible for the overall completion of the Project in the highest standard. During the course of the Project, the Curator's tasks include but not limited to the following: -

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1.8.1 Exhibition & Events

- To initiate, invite, coordinate and confirm list of exhibition items and works ("Exhibits") by Exhibitors;
- To source, inspect and prepare venues for the setup of Exhibits;
- To assist the setup and finish of all Exhibits with Exhibitors;
- To manage and liaise with venue management and facilitate electricity, lighting and other specific services provision for Exhibits;
- To assist the certification of public safety for the Hong Kong Exhibition and to arrange insurance whenever and wherever appropriate;
- To monitor and maintain all Exhibits during the course of the Hong Kong Exhibition;
- To arrange exchange of exhibits, transportation and related logistics arrangement of Exhibits between Shenzhen and Hong Kong Exhibition;
- To oversee dismantling for site clearance and comply with the requirement as set by site provider;
- To arrange guided tours, symposiums and/or other promotional, educational and cultural events for the UABBHK2019;
- To organise events which strengthen the interaction with periphery cities especially Pearl River Delta region;
- To organise events for the youth including secondary schools and primary schools' students.
- To report to the organiser for non-compliance incidence, if any.

1.8.2 Publicity

- To incorporate and maintain HKIA and HKIABF branding in all Biennale promotional activities.
- To create identity for UABBHK2019, which should be in coherence with the Bi-City Biennale Urbanism\Architecture as a regional cultural meeting of art, design, architecture and urbanism;
- To be responsible for public relations and promotions of the Exhibition and HKIA with PR consultant's support to attract maximum attention of regional and local media;
- To provide Chinese and English text for the Hong Kong Exhibition, including HKIA intent, curatorial statement, Exhibitors information, description of Exhibits, and additional literature of criticism and references;
- To prepare all press release and publicity text for UABBHK2019 Steering Committee's approval;
- To design and manage production of publicity items including posters, leaflets, invitation cards, banners, backdrop and website, etc. All output to printer requires final approval by the organiser;
- To prepare design of advertisements;
- To prepare Opening Ceremony, symposia, workshops, forum, performances, cultural

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- and educational events, Closing Ceremony and any other co-related events;
- To attend with all Exhibitors the opening ceremony of the Hong Kong Exhibition and related core events;
- To propose, liaise with and assist in the invitation of local and overseas guests on behalf of the UABBHK2019 Steering Committee for occasions of opening, performance, symposium and related events

1.8.3 Sponsorship

- To work with the organiser in the search and security of sponsorship. Prior approval from the organiser is required before acceptance of any external sponsorship in any format;
- To explore possible sponsorship from external parties;
- To make necessary presentations of the UABBHK2019 to sponsors and potential sponsors.

1.8.4 Documentation

- To direct and produce a coherent and complete documentation for the Exhibition, including photographic and video recording;
- To assist in the search of collectors and acquisition of Exhibits post-exhibition.

1.8.5 Report and Evaluation

- To submit to the organiser interim progress reports during the course of Project. Confirmed list of Exhibitors, Exhibits and events shall be reviewed and approved by the organiser represented by the UABBHK2019 Steering Committee;
- To assist the organiser if requested in arranging media, guests and critics to review the Biennale;
- To submit to the organiser within one month following the completion of the Project, a final report and the original signed copy of the audit report that contains a formal statement of account in the form and with the content required by the organiser and to the satisfaction of Create Smart Initiative. The auditor shall be chosen from the list provided by the UABBHK2019 Steering Committee;
- To conduct a formal de-briefing with the organiser following the completion of the Project. The de-briefing shall include evaluation of the project including merits and shortcomings.

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Project Staff of Curatorial Team

Curator is required to employ a Project Manager and a Project Officer on reimbursement basis to support the aforesaid duties. Detailed responsibilities of the Project Manager and the Project Officer include but are not limited to the followings:-

1.8.6 Responsibilities of Project Manager (Curatorial Team)

- To closely work with the Curator for project delivery including management of master programme and working budget
- To assist the Curatorial team in organising activities during Hong Kong Exhibition and support events to be held in Shenzhen.
- To liaise with contractors, vendors, suppliers etc. for Curator
- To liaise closely with HKIA Secretariat for project co-ordination
- To attend Steering Committee meetings and necessary Sub-Committee meetings as required by Curator
- To prepare interim report and final report
- To handle the license applications

1.8.7 Responsibilities of Project Officer (Curatorial Team)

- To assist the Curator and Project Manager in looking after the exhibitors and insurance
- To assist Curator in site issues and planning
- To coordinate with the exhibitors and organisation of exhibitor submissions, up to the production, installation and dismantle
- To prepare publicity materials in coordination with the PR Team
- To supervise the caretakers, venue guides, cleaners and invigilators
- To assist Curator in documentation of the project, working with project consultants
- To closely work with the HKIA designated project officer in delivering the project

The Project Manager and the Project Officer are employees of the Curators. Curator is responsible for all monthly salary, MPF, insurance and other expenses with the Project Manager, Project Officer and Venue Guides. The organiser shall release prepayment to Curator at the beginning of each month within the agreed contract period of project staff.

Funding from CreateSmart Initiative for Curator's recruitment of project staff is as follows:-

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	Project Staff	CSI Approved Amount
1	Project Manager	HK\$315,000
2	Project Officer	HK\$204,750

Curator is required to abide by the principle of openness and competitiveness in hiring staff for the project.

2. Schedule and Terms of Curatorial Fee Payment

a) A fee of HK\$350,000 shall be available to the successfully appointed Curator. The fee included the employment of a working team of at least two curatorial executives. Curator should submit the information of the two curatorial executives to Steering Committee by April 2019 for prior approval.

b) HK\$350,000 was provided by CreateSmart Initiative (CSI).

Work stage	Schedule	Percentage of Curator's fee	Cumulative total
Upon appointment of Curator	April 2019	30% or HK\$105,000	HK\$105,000
Opening	December 2019	40% or HK\$140,000	HK\$245,000
Project Completion and submission of report	March 2020	30% or HK\$105,000	HK\$350,000

In the meantime, the Curator shall work with the organiser to seek additional sponsorship.

The cash sponsorship that the Curator help brings to the project should have covered Curators' administrative and consultancy service to respective sponsor.

Should Curator help the organiser bring in cash sponsorship successfully, the Steering Committee would exercise discretion to top up the Curator fee according to the amount of cash sponsorship secured, and up to an aggregate ceiling of HK\$250,000 subject to no deficit on the final account. Top up payment will be payable to Curator under the following condition upon organiser's approval:

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Condition	Top up payment to Curator (aggregate total not exceeding)
When Curator helps bringing in cash sponsorship HK\$ 1,000,000 or above successfully	HK\$250,000
When Curator helps bringing in cash sponsorship HK\$ 500,000 or above successfully	HK\$125,000
When Curator helps bringing in cash sponsorship HK\$ 250,000 or above successfully	HK\$62,500
When Curator helps bringing in cash sponsorship HK\$ 100,000 or above successfully	HK\$25,000

The top up payment will be paid after the completion of the project and upon receipt and acceptance of completion report by UABB2019 Steering Committee.

3. Budget

3.1 The Curator is required to manage the overall budget according to the funding schedule. The maximum budget must not be exceeded unless with additional sponsorship income has been secured and approved by the organiser:

Cost Items	Maximum Budget Allowed
Security service	\$153,000
License application and copy right application	\$50,000
venue construction setup and maintenance	\$400,000
Dismantling and waste disposal	\$69,000
Insurance	\$58,000
Exhibits, including all production and onsite installation costs	\$2,300,000
Venue Decoration, AV Equipment, setting and symposium proceeding	\$100,000
Translator & transcript	\$25,000
Refreshment	\$12,000
Opening Ceremony & Reception	\$118,000
Closing Ceremony	\$58,000
Guest Invitation including flight, accommodation and transportation for 5 guest speakers: 3 guests from PRC, 2 guests from Overseas	\$77,000
Temporary storage and logistics of HK exhibits	\$58,000
Transport / Disposal of SZ exhibits	\$58,000
Local Transportation	\$23,000
Delegation/ meetings/ visits to Shenzhen	\$10,000

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PR consultancy and event organizer	\$240,000
Press conference	\$50,000
Website, ,	\$50,000
Printed media and promotional materials	\$450,000
Photographer/ video maker,	\$10,000
Advertisement of event on varied media channels	\$100,000
Archive Documentation	\$10,000
Caretakers/ Venue Guide X4	\$192,000
Total	HK\$4,671,000

3.2 No venue rental will be funded by CSI and the curators are required to source and to secure venue sponsorship for the exhibition. Prior approval from Steering Committee and CSI is required before confirmation or agreement made to venue providers.

3.3 The curators should accept terms and conditions of agreements in relation to or for UABBHK2019, including but not limited to agreements with funding organisations, sponsors, venue landlords, etc.

3.4 UABBHK2019 is non-profit making in nature.

4. Procurement Procedure

With the objectives of ensuring openness, fairness and value for money, the Curator shall ensure that all purchases of all goods, services and equipment of any value in relation to or for the purposes of UABBHK2019 are made on an open, arms' length and competitive basis, in accordance with the prudent commercial principles and only from suppliers who are not Associates or Associated persons of the Curator, unless the organiser agrees otherwise. Without prejudice to the strict observance of these objectives and requirements, the Curator shall adhere to the following additional procurement procedures and practices unless the organiser agrees otherwise:

4.1 For every procurement of the goods, services or equipment in relation to or for the purposes of UABBHK2019, the aggregate value of which is more than HK\$5,000 but below HK\$10,000, the Curator shall obtain quotations in writing from at least two suppliers or service providers.

4.2 For every procurement of the goods, services or equipment in relation to or for the purposes of UABBHK2019, the aggregate value of which is more than HK\$10,000 but below HK\$500,000, the Curator shall obtain quotations in writing from at least three suppliers or service providers.

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4.3 For every procurement of the goods, services or equipment in relation to or for the purposes of UABBHK2019, the aggregate value of which is HK\$500,000 or above, the Recipient shall obtain quotations in writing from at least five suppliers or service providers.

4.4 In all the three scenarios mentioned above, the supplier or service providers (as the case may be) that has submitted the lowest bid should be selected. If the lowest bid is not selected, full justifications must be given.

4.5 Where the Curator intends to procure goods or services from one supplier, it shall first seek organiser's written approval and submit for organiser's consideration details including without limitation its relationship with the supplier concerned and justifications for not following the open procurement process set out in Clauses 5.1 – 5.3 above.

5. Programme

5.1 UABBHK2019 shall be held from December 2019 to February 2020.

5.2 The program is as follows:

Milestones	Tentative Timeframe
Charting Period	
Identify Site(s), Budget Planning, Fund Raising	November 2018 - April 2020
Open Call for Curatorial Proposal	November 2018 - February 2019
Appointment of Curator	February 2019
Action Period	
Curator in Action and UABBHK 2019 Steering Committee to oversee	March - December 2019
Review and approve final Curatorial Proposal and exhibits by Steering Committee	March 2019
Press Conference	November 2019
Exhibition Period	
Official Opening Ceremony	December 2019
Public Exhibitio and Tour	December 2019 - February 2020

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Cultural and Educational events	December 2019 - February 2020
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5.3 The UABBHK2019 shall open in December 2019.

6. Exclusive ownership

Save as otherwise provided in this agreement, the organiser shall become the absolute and exclusive owner of all Deliverables, save those Deliverables under license or those Deliverables in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Curator under this service/study. The liability of the Curator in respect of the use of Deliverables under license or in respect of which there are pre-existing intellectual property rights shall be limited to liabilities arising from studies or expressly agreed to in writing by the Curator. The Curator hereby agrees to indemnify the organiser against all claims, made by third parties against the organiser arising out of or in connection with the organiser's use of any Deliverable whether or not such use was contemplated under the study or expressly agreed to in writing by the Curator.

7. Intellectual Property Rights

7.1 The Curator shall ensure that it is, or shall become upon creation, and shall remain for any purposes contemplated by this Agreement either the absolute legal and beneficial owner of any Intellectual Property Rights ("IPR") in UABBHK2019 (other than the Third Party Materials), or co-owner of any IPRs in UABBHK2019 in the circumstance that such IPRs in UABBHK2019 are co-owned by the Curator and the collaborating parties. To that end, contracts with any of UABBHK2019's Exhibitors, Sponsors, Supporting Organisations, employees, contractors, agents or other personnel who have in any way contributed towards or are in any way involved in UABBHK2019 that the organiser and Curators shall be, or shall become upon creation, and shall remain either the absolute legal and beneficial owner of any IPRs, or co-owner of any IPRs in the circumstance that such IPRs in UABBHK2019 are co-owned by the organiser and Curators and the collaborating parties, created as aforesaid for any purposes contemplated by this Agreement.

7.2 If UABBHK2019 and its related publications contain material (including any written, verbal, graphic/image production or other format), of which the copyright belongs to other parties/organisations, it is the Curator's responsibility to obtain prior written consent from the copyright owner for its use and to enable the organiser to carry out the aforementioned assessment.

7.3 If the UABBHK2019 and its related publications incorporate the duplication, distribution or

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publishing of works and materials, etc. (including any written, verbal, graphic/image production or other format), of which the copyright belongs to other parties/organisations, it is the Curator's responsibility to obtain prior written consent from the copyright owner to ensure that UABBHK2019 can be implemented successfully.

7.4 The Curator must ensure that the organiser will not violate the "Intellectual Property (Miscellaneous Amendments) Ordinance 2000" or other relevant ordinances due to the receipt, examination, possession, processing or archiving of Application documents submitted by the Applicant. If the failure of the Curator to comply with this requirement causes the organiser to violate any copyright law, the Curator shall compensate the organiser fully for any loss so caused.

7.5 The Curator shall obtain prior consent from the Exhibitors and grant the organiser a royalty free and irrevocable license exercisable at any time by the organiser in its entire discretion to reproduce, upload, store and post all the materials produced in association with UABBHK2019, in any format, and partly or wholly, on media channels, including but not limited to publication, website, promotional activities, new media platform etc. owned or managed by the organiser or in non-commercial promotion activities.

7.6 The organiser reserves the right to show excerpts from UABBHK2019 (and the video documentation of UABBHK2019) at events organised by the organiser for promotional purposes. The organiser reserves the right to show the full version of the production at academic or not-for-profit events (such as arts festivals, etc.), the nature of which to be determined entirely by the organiser.

7.7 The organiser is not responsible for any copyright dispute that might arise between the Curator, the selected Exhibitors, the cross-media collaborators and other third parties

8. Declaration of Interest

The Curator shall, during the continuation of this agreement:

8.1 Ensure that it (including its Associates and Associated Persons, each of its Directors, employees, agents and contractors and their respective Associates and Associated Persons) shall not undertake any service, task or job or do anything whatsoever for or on behalf of the Curator or any third party (other than in the performance of this Agreement) which conflicts, or which may be seen to conflict, with the Curator's duties to the organiser under this Agreement unless and to the extent the organiser permit otherwise and before giving such permission, the organiser have been fully informed by the Curator in a timely fashion of all the circumstances in which the permission is sought.

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8.2 Immediately notify the organiser 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 Curator or any of its Directors, employees, agents and contractors, or any of their respective Associates or Associated Persons, conflict or compete or may conflict or compete, with the Curator's duties to the organiser under this Agreement.

8.3 The Curator shall notify the organiser in writing immediately upon knowing of any financial, professional, commercial, personal or other interest (whether actual or potential, direct or indirect) that the Curator or any of its Directors, employees, agents and contractors, or any of their respective Associates or Associated Persons may have in, or of any association or connection which the Curator or the aforesaid persons may have with, any person, product, service or equipment proposed or recommended or to be acquired or procured by the Curator under this Agreement.

8.4 The Curator shall ensure that each of its Associates and Associated Persons, each of its Directors, employees, agents and contractors, or any of their respective Associates or Associated Persons shall keep themselves informed and shall inform the Curator 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 Curator's duties to the organiser under this Agreement.

9. Non-assignment

The Curator shall not have the right to assign or transfer the benefit and obligations of this service/study or any part thereof.

10. Prevention of Bribery

The Curator shall inform his employees and his agents who are engaged either directly or indirectly on the formulation and implementation of the service/study that the soliciting or accepting of advantage as defined in the Prevention of Bribery Ordinance is not permitted. The Services Provider shall also caution his employees and his agents against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the service/study.

11. Disclaimer

The Organiser shall not be held responsible for any loss or damage or injury of any kind

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suffered by the Curator, any participants of the project and any other persons arising from the preparation, organisation and operation of the project.

12. Government Laws

The parties to this Agreement irrevocably agree that the Courts of Hong Kong Special Administrative Region shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute, which may arise out of or in connection with this Agreement and for such purposes the parties irrevocably submit to the non-exclusive jurisdiction of the Court of Hong Kong Special Administrative Region.

13. Termination

Without prejudice to any other rights or remedies which the organiser may have, the organiser may at any time on the occurrence of any of the following events terminate this Agreement immediately by giving written notice to the Curator with immediate effect:

13.1 The Curator fails to comply with terms, conditions or undertaking in this Agreement and (in the case of a breach capable of being remedied) the Curator fails to remedy the breach to the satisfaction of the organiser within ten (10) days after receipt of a notice in writing from the organiser requiring it to do so or within such other period as the organiser may in its sole discretion allow.

13.2 The Curator persistently or flagrantly fails to comply fully and punctually with the obligations and duties under this Agreement.

13.3 The Curator abandons this Agreement.

13.4 The Curator fails to submit any reports, financial accounts or other documents in accordance with this Agreement, or any of the data, facts or information represented to or provided by the Curator to the organiser about UABBHK2019 or this Agreement is incomplete, incorrect, untrue, inaccurate, or misleading.

13.5 The Curator engages in any conduct which is reasonably considered by the organiser to be prejudicial to UABBHK2019.

13.6 Notwithstanding anything provided herein to the contrary, the organiser may at any time at its option terminate this Agreement by giving the Curator not less than 30 days' prior written notice. In such event, the Curator shall be entitled to receive payment for such part of UABBHK2019 carried out up to the date of termination. Any amount paid in respect of such part

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of UABBHK2019 which has not been performed at the date of termination shall be refunded to the organiser.

14. Confidentiality

The Curator shall not at any time during and after UABBHK2019 divulge or allow to be divulge to any person any confidential information relating to the business and affairs of the organiser or the works.

15. Tax and Insurance

Your office shall be responsible for paying your own tax and insurance.

Signed by
XXXXXX

Confirmed and Accepted by
XXXXXXXX

In the presence of

XXXXXXXX