



香港建築師學會
The Hong Kong Institute of Architects

Appendix 5

Other general contract clauses for personal data, copyrights etc.

A. HANDLING OF PERSONAL DATA

- 1) According to Paragraph 2.3.3 of the Code of Practice on Identity Card Number and Other Personal Identifiers published by the Privacy Commissioner for Personal Data (“the Code”), HKIA may collect the ID card number of the grantee /authorised signatory if the grantee is an organisation to verify the grantee’s identity and to identify grants related to the grantee.
- 2) Personal data contained in the Application documents are used by HKIA to facilitate the processing and assessment of Proposals. Failure to provide such data will obstruct and prevent the assessment and result of the Application.
- 3) If there is any amendment to the personal data on the Application documents, the Applicant shall inform HKIA in writing to ensure the accuracy of personal data held by HKIA at all times. HKIA may publish information concerning successful Project Applications in its Annual Report, Website, Newsletter and other publicity material; HKIA may also use such information for its own research or policy development purposes. The Applicant shall allow HKIA to publish and use such information and is required to notify HKIA in writing when submitting the Application if the Applicant does not want to receive any publicity materials from HKIA or related organizations.
- 4) To facilitate the assessment of Proposal, the Applicant shall allow HKIA to reveal personal data contained in the Application to HKIA Council Members, Annual Awards 2019/20 Committee members, other Government departments and external consultants for reference.
- 5) The Project will be assessed at any time by HKIA Council Members, Annual Awards 2019/20 Committee members, or consultants in the entire discretion of HKIA. The Applicant accepts that the contents of the assessment will be revealed to the public.



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B. COPYRIGHT

- 1) To facilitate the assessment of the Applications for the Project, the Applicant agrees to authorise HKIA to duplicate and distribute Application documents to HKIA Council Members, Annual Awards 2019/20 Committee members, other Government departments, external consultants and other persons involved in the assessment of the Applications for reference.
- 2) If the Application documents submitted by the Applicant contain materials (including any written, verbal, graphic/image production or other format), of which the copyright belongs to other parties/organisations, it is the Applicant's responsibility to obtain prior written consent from the copyright owner for its use and to enable HKIA to carry out the aforementioned assessment.
- 3) If the contents of the Application incorporate the duplication, distribution or 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 Applicant's responsibility to obtain prior written consent from the copyright owner to ensure that the project can be implemented successfully.
- 4) The Applicant must ensure that HKIA 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 Applicant to comply with this requirement causes HKIA to violate any copyright law, the Applicant shall compensate HKIA fully for any loss so caused.
- 5) The selected Applicant shall obtain prior consent from the Exhibitors and grant HKIA a royalty free and irrevocable license exercisable at any time by HKIA in its entire discretion to reproduce, upload, store and post all the materials produced in association with the Project, 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 HKIA or in non-commercial promotion activities.
- 6) HKIA reserves the right to show excerpts from the Project (and the video documentation of the Project) at events organised by HKIA for promotional purposes. HKIA 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 HKIA.
- 7) HKIA is not responsible for any copyright dispute that might arise between the successful Applicant, the selected Exhibitors, the cross-media collaborators and other third parties.



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C. THE PREVENTION OF BRIBERY ORDINANCE

- 1) The Hong Kong Institute of Architects is a “public body” under the Prevention of Bribery Ordinance Cap 201. All members and staff of Hong Kong Institute of Architects must abide by the regulations related to the acceptance of advantages.
- 2) Under Chapter 201 Section 4 of the Prevention of Bribery Ordinance, the offering of advantage to, or the soliciting or acceptance of any advantages from any Institute's staff is strictly prohibited. Applicants should be aware of, and abide by, all applicable the regulations in their regard.

D. MEDIATION AND DOMESTIC ARBITRATION

- 1) Any dispute or difference arising out of or in connection with this Invitation shall first be referred to mediation at Hong Kong International Arbitration Centre (HKIAC) and in accordance with its Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration at the HKIAC and in accordance with its Domestic Arbitration Rules.