

Invitation Brief

Provision of Project Development, Management and Publicity Services on Delivering the Shared Value Initiative to the Trustee of the Social Innovation and Entrepreneurship Development Fund



**Issued by : The Trustee of the Social Innovation and Entrepreneurship
Development Fund**

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1. Introduction

1.1 The Trustee of the Social Innovation and Entrepreneurship Development Fund (“SIE Fund”) wishes to engage a professional event management/consultancy service provider (the “Project Manager”) to deliver both Stage 2: Awareness Building and Stage 3: Capacity Building of the 2017 Shared Value Initiative by providing (i) project development and management; and (ii) communication and publicity services (the “Assignment”).

2. Background

2.1 In September 2013, as part of the initiatives under the Commission on Poverty (“CoP”), the Government of the Hong Kong Special Administrative Region (“HKSAR”) launched a HK\$500 million SIE Fund to help tackle poverty and social exclusion in Hong Kong through nurturing of social innovation and entrepreneurship. The SIE Fund Task Force (“TF”) was established under the CoP to oversee the development and monitor the progress of the SIE Fund.

2.2 A Trust has been set up under the Secretary for Home Affairs Incorporation Ordinance with the Secretary for Home Affairs Incorporated as the Trustee to hold the SIE Fund. The Head, Efficiency Unit (“EU”) of the HKSAR Government has been appointed as the Secretary-General who is authorised to exercise the delegated powers for and on behalf of the Trustee. EU provides secretariat support to the TF and is responsible for the administration of the SIE Fund.

2.3 The SIE Fund, as a catalyst for social innovation in Hong Kong, connects with different sectors, including businesses, Non-governmental Organisations (“NGOs”), academia, financial institutions and philanthropies to create social impact through innovative solutions that address poverty and social exclusion.

2.4 For the business sector, social innovation involves putting to market new products, services, practices and strategies that offer solutions to meet social

needs. “Shared Value”¹ is created for both the company and the society when a company applies its assets and skills to innovative projects that bring business return while simultaneously advancing the economic, environmental and social conditions in the communities in which it operates. It is a shift in business thinking for creating new opportunities for competitive advantage, corporate profitability, and social impact. Shared Value offers new ways for government, NGOs, and other stakeholders to engage with companies to leverage the power of market-based competition in addressing social problems and in delivering social impact.

2.5 To advocate Shared Value, the SIE Fund organised the “Shared Value: Creating Competitive Advantage Forum” in September 2015 in Hong Kong with over 160 senior corporate executives attended. Following the forum, three workshops and six coaching sessions were held from September 2015 to May 2016 to support those corporates interested in exploring further, by developing and launching their own Creating Shared Value (“CSV”) business plan. More details of this 2015-16 Shared Value Initiative can be found at the official website: <http://www.sie.gov.hk/sharedvalue/2015forum/index.html>.

2.6 Since the forum in 2015, there has been an encouraging level of interest in taking forward the business innovation to create Shared Value. In particular –

- In July 2016, Our Hong Kong Foundation launched the “Business for Social Good” platform with over 120 local business leaders joined with an aim to fostering social innovation to solve the problems that the community is currently facing. For more details, please refer to the website:

www.ourhkfoundation.org.hk/en/media/33/social-innovation/ohkf-launches-“business-social-good”-foster-social-innovation.

- Wofoo Social Enterprises launched the Hong Kong Shared Good Values movement in August 2016 aiming to instigate a paradigm shift upon the perception that economic success and social progress are mutually exclusive. Details of the programme can be found at the websites: www.hksgv.hk and www.news.gov.hk/en/record/html/2016/08/20160830_175252.shtml

¹ Reference : “Creating Shared Value”, written by Michael E. Porter and Mark R. Kramer, co-founder of FSG, published in the January-February 2011 issue of the Harvard Business Review.

- The Federation of Hong Kong Industries has added CSV as a new judging criterion in the 4th Industry Cares Recognition Scheme in May 2016. Please visit website: www.industryhk.org/en/news_detail.php?id=1855697 for more information.
- The Hong Kong Jockey Club Charities Trust convened the Philanthropy for Better Cities Forum in September 2016. The forum is the first in the Asia Pacific region to focus on metropolitan social issues. The presence of Professor Michael Porter and his keynote address on Shared Value for Better Cities have led business sector to rethink the role of business in addressing social issues. For more details, please visit the website: <http://citiesphilanthropy.com/>.

2.7 CSV is a shift in business thinking for creating new opportunities for competitive advantage, corporate profitability, and social impact that it truly aligns with the theme of the 20th Anniversary of the establishment of the HKSAR, which is “Together • Progress • Opportunity”. Specifically, the theme signifies Hong Kong’s aspiration to develop new ways to move ahead as a caring society and create opportunities for new businesses and industries. The Shared Value Forum under the 2017 Shared Value Initiative will be one of the celebration events of the 20th Anniversary of the establishment of the HKSAR.

3. Overview of the 2017 Shared Value Initiative

3.1 With the successful conclusion of the 2015-16 Shared Value Initiative, the SIE Fund will maintain the momentum in 2017 and beyond to advocate Shared Value in Hong Kong through more awareness building and incubation support for the business sector.

3.2 The 2017 Shared Value Initiative will be implemented in four stages. There will be Stage 1: Research², Stage 2: Awareness Building, Stage 3: Capacity Building and Stage 4: Inspiration and Empowerment². Stage 1: Research is to comprehend the landscape of the level of understanding of the Shared Value concept and implementation of CSV business plans amongst the businesses in Hong Kong. The research result will establish the baseline of awareness and

² Stage 1: Research and Stage 4: Inspiration and Empowerment are not part of the Assignment under this Invitation Brief.

implementation of Shared Value in Hong Kong for future benchmarking. It is anticipated that some initial findings of the research will be available by mid-September 2017. Under Stage 2: Awareness Building, a Shared Value Forum (the “2017 Forum”) will be organised to bring together business leaders and senior corporate executives from businesses to share CSV experience local and overseas.

- 3.3 The 2017 Forum will be followed by Stage 3: Capacity Building, the SIE Fund will hold a series of visits, workshops and coaching sessions for corporate delegates interested in exploring the concept of Shared Value further. At Stage 4: Inspiration and Empowerment, the SIE Fund will consider supporting corporates interested in launching Shared Value projects through an intensive inspiration and empowerment programme to help them to develop their CSV business plans. A tentative roadmap of 2017 Shared Value Initiative is depicted at **Annex A**.

4. Assignment Objectives

- 4.1 The objectives of Stages 2 and 3 are to bring together business leaders and senior corporate executives to explore the concept of Shared Value, to share their experience and to discuss practices that can be put in places in the local context of Hong Kong in addressing social issues. Stages 2 and 3 will seek to deepen the awareness of the Shared Value approach, demonstrate links to addressing social needs, showcase local and international examples with a view to illustrating that Shared Value projects can be applied in the local context.
- 4.2 Stages 2 and 3 will be formulated to:
- (a) Educate relevant stakeholders about the concept of Shared Value and how it might be part of business planning to address social issues;
 - (b) Develop skills and capacity amongst existing businesses around Shared Value and to encourage them to embrace it in their business planning;
 - (c) Consider ways in which the concept of Shared Value can be used to address the needs of the underprivileged in Hong Kong and the different segments that make up the underprivileged;

- (d) Help successful mainstream businesses of large and medium sized local companies³ and multinational corporations (“MNCs”) integrate Shared Value into their existing operations so that their social impacts can be maximised;
- (e) Support the integration of Shared Value into existing businesses through mentoring and coaching of business leaders, and help to account and demonstrate how Shared Value is achieved as a win-win solution for the society and businesses; and
- (f) Tie in with the theme and relevant framework or plans of the 20th Anniversary of the establishment of the HKSAR.

5. The Assignment

- 5.1 The Project Manager shall curate, organise, manage and deliver the Assignment consisting of the 2017 Forum under Stage 2: Awareness Building, as well as a series of visits, workshops and coaching sessions under Stage 3: Capacity Building as outlined in paragraphs 3.2 and 3.3 above, and achieve the output indicators as specified from paragraphs 7.1 to 7.3.
- 5.2 The Project Manager will also be responsible for devising and implementing the communication strategy and designing the publicity materials including but not limited to the branding of the 2017 Shared Value Initiative. Alignment with the 20th Anniversary of the establishment of the HKSAR is required.
- 5.3 For CSV to be successful in Hong Kong, it is essential to engage MNCs, large sized (with more than 100 employees or turnover of more than HK\$1 Billion per annum) and medium sized (with around 50 - 100 employees or turnover ranging from HK\$0.5 Billion to HK\$1 Billion per annum) local companies (the “Target Companies”). However, recognising the difference amongst the Target Companies, we initially separate them into two groups (i.e. large sized companies and MNCs as one group and medium sized companies as another group). The Project Manager is required to look for the best approaches to engage these two groups of corporates in Stages 2 and 3. Different approaches can be suggested for the two groups of Target Companies.

³ Local companies refer to businesses registered in Hong Kong or with major operations locally.

Stage 2

5.4 The 2017 Forum is to be held tentatively on 21 September 2017 in Hong Kong. It is planned to be a one-day event, consisting of the following sessions:

- (a) A **Breakfast and/or Lunch Briefing** for C-Suite executives of the Target Companies by a distinguished keynote speaker who is recognised as a thought leader/ pioneer in the Shared Value concept;
- (b) A **Launching Ceremony** for the 2017 Shared Value Initiative before the full-day conference as specified in paragraph 5.4(c). The format is to be proposed by the Project Manager for Trustee's consideration and align with 20th Anniversary of the establishment of the HKSAR;
- (c) A **Full-day Conference** for general managers and heads of divisions of the Target Companies. Activities in conference shall include:
 - (i) At least one keynote presentation by a thought leader/ prominent Shared Value pioneer from an MNC or a local company;
 - (ii) At least one presentation by a pioneer/practitioner on Shared Value;
 - (iii) Four to six thematic breakout sessions/panel discussions led by renowned facilitators with distinguished guest speakers from business sector who can share their experience in implementing CSV business strategy. Examples of the probable themes are social impact measurements, food and beverage, transportation and utilities, construction and property, and financial services, etc.;
 - (iv) Wrap-up session;
 - (v) One networking lunch; and
 - (vi) Two networking tea breaks.

Stage 3

5.5 Upon completion of the 2017 Forum to the satisfaction of the Trustee, the Project Manager shall invite participants in the 2017 Forum who are interested

in the further development and implementation of Shared Value initiatives to join the visits, workshops and coaching sessions to be planned and executed by the Project Manager as follows:

- (a) Visits arranged with NGOs, Social Enterprises (“SEs”)/ Social Businesses and relevant organisations in order to understand the social issues;
- (b) Different workshops and coaching sessions tailored for the two groups of Target Companies as specified in paragraph 5.3 to further understand and master the concept of Shared Value;
- (c) The 1st round of visits and workshops shall be held within three months after completion of the 2017 Forum and, upon receipt of a written confirmation by the Trustee, such arrangements shall be repeated later (“the 2nd round of visits and workshops”) by taking into account the demand of the interested parties by the Trustee. One to two coaching sessions are to be held after the visits and workshops for individual company interested in implementing CSV business plans. The time and planning for coaching sessions will be subject to the availability of the interested participants upon agreement of the Trustee. Those coaching sessions arising from the 1st round of visits and workshops shall be completed by Q1 2018 or any other time confirmed by the Trustee.

For the avoidance of doubts, the Trustee has the sole and absolute discretion to decide whether to proceed with the 2nd round of visits and workshops.

- 5.6 The purpose of the visits, workshops and coaching sessions is to build the knowledge and help to develop ideas and test those ideas in the market before embarking on further planning or action. The target participants will be senior management who will shape and lead the CSV business strategy.

Partner Organisations and Governance

- 5.7 The Project Manager shall also engage organisations in Hong Kong that promote Shared Value in completing the Assignment. Examples of these organisations are:

2017 Forum

- Fullness Social Enterprises Society
- The Hong Kong Shared Good Values Movement driven by Wofoo Social Enterprises
- Social Ventures Hong Kong (“SVhk”)
- Various chambers of commerce / business and industry associations

Visits, Workshops and Coaching Sessions

- Hong Kong Council of Social Service
- SVhk
- The Good Lab

5.8 TF members and key stakeholders will form a working group to oversee the Assignment and provide guidance to the Project Manager, in particular on the curation of the 2017 Forum. The Project Manager can engage other organisations, not limited to those listed above, in order to broaden the horizon of the programme. The Project Manager is to seek input from such other organisations whenever necessary.

6. Scope of Service

6.1 The Project Manager shall deliver overall project development and management as well as communication and publicity services in relation to the 2017 Shared Value Initiative.

6.2 The overall project development and management mentioned in paragraph 6.1 include coordination with various parties and administrative support to the Trustee in relation to this Assignment and while communication and publicity services mentioned in paragraph 6.1 include media event management, media pitching and engagement services for promoting the 2017 Shared Value Initiative, spanning from pre-forum until the completion of Stages 2 and 3.

6.3 In delivering the Assignment, the Project Manager is required to, inter alia:

(a) Stage 2: Awareness Building - the 2017 Forum

- (i) Curate the 2017 Forum under the guidance of the Trustee and the working group as stated in paragraph 5.8;
- (ii) Identify and invite at least one thought leader/ prominent Shared Value pioneer to be the keynote speaker at the 2017 Forum. The thought leader/ pioneer should be well recognised in the business section and have distinguished and influential position relating to the implementation of Shared Value in business as well as rich experience in delivering presentations to business sector people on the Shared Value subject;
- (iii) Identify and invite at least one pioneer/ practitioner on Shared Value to deliver a presentation on the course and experience of implementing Shared Value in his/her business;
- (iv) Identify and invite distinguished guest speakers from the business sector and facilitators for the thematic breakout sessions/ panel discussions with examples of theme cited in paragraph 5.4(c)(iii);
- (v) Identify and invite the Master of Ceremony of the 2017 Forum;
- (vi) Identify and invite participants from the Target Companies and other practitioners in the business sector as may be deemed appropriate;
- (vii) Leverage networks and support of chambers of commerce, business and industry associations, and related organisations;
- (viii) Execute venue management, which includes but not limited to providing pre-event logistics support; identifying potential venue(s) for the 2017 Forum, liaising and coordinating with the venue provider(s), developing and preparing programme rundown;
- (ix) Liaise and work with the production services contractor appointed by the Trustee for the setup, production services and decorations for the 2017 Forum venue and the Launching Ceremony venue, if applicable;
- (x) Design, draft and produce the conference materials, booklet and brochures (Details are outlined at **Annex B**);
- (xi) Provide simultaneous interpretation services with relevant equipment at the 2017 Forum (i.e. setup the booths, provide headsets for the participants, audio recording of different channels). Languages

required will be at least English and Cantonese while Mandarin is subject to the language requirements of the potential participants;

- (xii) Video and photo production at the 2017 Forum;
- (xiii) Develop and manage a website and an online registration platform which should conform to Web Content Accessibility Guidelines (WCAG) 2.0 to at least level AA and the Trustee may find a third party to conduct the web accessibility scan and review. The Project Manager should enhance the application accessibility based on the scan results and review recommendations accordingly;
- (xiv) Coordinate and support participant enrolment, including online registration mentioned in paragraph 6.3(a)(xiii) above;
- (xv) Conduct participant registration on the day of the 2017 Forum;
- (xvi) Facilitate thematic breakout sessions / panel discussions;
- (xvii) Deliver overall event management on the day of the 2017 Forum including the Breakfast/Lunch Briefing(s), the Launching Ceremony and the Full-day Conference to ensure smooth execution; and
- (xviii) Compile the post-forum written report covering matters including, without limitation, the participants' profile and their feedback on the 2017 Forum.

(b) Stage 3: Capacity Building - Visits, Workshops and Coaching Sessions

- (i) Develop, plan, organise and deliver a series of visits, workshops and coaching sessions. The programme of visits, workshops and coaching sessions should be tailored for the two groups of the Target Companies as specified in paragraph 5.3. The Project Manager shall follow up with the participants of the 2017 Forum to invite and coordinate their participation in visits, workshops and coaching sessions; and
- (ii) Process participants' feedback and compile post-event report after the visits, workshops and coaching sessions covering, inter alia, the profile of participants, effectiveness of the visits, workshops and coaching sessions in increasing the understanding of Shared Value, and the potential of implementing Shared Value. If the programme is to be

repeated as indicated in paragraph 5.5(c), 2nd round post-event report is to be compiled.

(c) Overall Communication Strategy of the 2017 Shared Value Initiative

The Project Manager shall deliver the overall publicity services including, but not limited to the following aspects:

- (i) The Project Manager is to develop the overall communication strategy and publicity plan for promoting the 2017 Forum and Shared Value that helps to achieve the objectives of the Assignment as set out in paragraphs 4.1 and 4.2 with the theme and key messages in paragraphs 2.7 and 6.3(c)(ii) taken into account. The communication strategy should be followed throughout the Assignment including the 2017 Forum and the subsequent visits, workshops and coaching sessions;
- (ii) The communication strategy and publicity materials should highlight the following salient features of Shared Value and the 2017 Forum for media attention, for example:
 - The Shared Value creates a new role for business sector in society that goes beyond traditional models of Corporate Social Responsibility (“CSR”) and that might be part of business planning to reduce poverty;
 - The HKSAR Government is taking the lead to engage business leaders and senior corporate executives to explore a new way of doing business - to put societal issues at the core of the company’s strategy and operations by CSV for the sake of poverty relief and alleviation and social inclusion;
 - The keynote speaker will provide insight to the business sector; and
- (iii) The Project Manager shall provide all-rounded media services based on a 3-phased media plan framework (Details are outlined in **Annex C**) with strategic phases to inform, influence, involve and incite stakeholders and the general public through a series of well-planned news stories, feature stories or interviews, by-lined and op-ed articles by highlighting the concept of Shared Value as well as branding of SIE Fund as organiser of the 2017 Forum.

- 6.4 The Trustee may identify speakers, strategic partners and participants where appropriate for the Project Manager's follow up actions.
- 6.5 The Assignment and Scope of Services are summarised in **Annex D**.
- 6.6 The booklet of the 2015 Shared Value Forum featuring the programme, keynotes speakers and breakout sessions is at **Annex E** for reference.

7. Duration and Indicators of Outputs

- 7.1 The 2017 Forum will be held tentatively on 21 September 2017, and the exact date will be decided at the Trustee's sole and absolute discretion. And the Assignment will be completed upon the acceptance of the post-event report by the Trustee.
- 7.2 Indicators of outputs of Stage 2: Awareness Building, the Project Manager shall attain all the following targets:
 - (a) At least 60 C-suite representatives from the Target Companies attending the Breakfast/Lunch Briefing(s) on the day of the 2017 Forum; and
 - (b) At least 200 delegates at the 2017 Forum with 90% coming from the Target Companies. Other target participants may come from SEs, NGOs, academia, etc. For the avoidance of doubts, Government officials, CoP and TF members are not counted as delegates.
- 7.3 Indicators of outputs of Stage 3: Capacity Building, the Project Manager shall attain all the following targets:
 - (a) At least 100 participants in the 2017 Forum from the Target Companies attending the visits;
 - (b) At least 75 participants in the 2017 Forum from the Target Companies attending the workshops; and
 - (c) At least five Target Companies attending the 2017 Forum developing their Shared Value ideas through attending the coaching sessions.

8. The Team

- 8.1 The Project Manager shall have a good understanding of Shared Value concept and case stories local and overseas. Besides, the Project Manager shall be able to share its views/observations on the development and challenges of CSV in Hong Kong. The Project Manager's experience in launching Shared Value projects and providing incubation support for such projects is also desirable.
- 8.2 The Project Manager shall make available, for the whole duration of the Assignment, a team (the "Team") comprising staff with experience, knowledge and expertise to perform all the tasks required for the Assignment. Members of the Team are expected to have suitable academic or professional qualification and the Team must fulfil the following requirements:
- (a) One member of the Team must be deployed as the Team Leader who has to direct and oversee the conduct of the Assignment and be responsible for the overall performance of the Team and the quality assurance to ensure successful completion of the Assignment;
 - (b) The Team Leader shall assume the role of liaison officer for communicating with the Trustee. During the period of the Assignment, the Team Leader shall be easily contacted by the Trustee or his representative through phone or email and available for regular and ad hoc discussions to be held in Hong Kong at a reasonable time;
 - (c) The Team Leader must have a minimum of four (4) years of relevant experience in leading events/initiatives of similar nature and scale, and must have sound knowledge of Shared Value, connection with business sector with real Shared Value examples, developing business strategies and/or understanding of social issues;
 - (d) At least one member of the Team (other than the Team Leader) must have a minimum of two (2) years of relevant experience in implementing events/initiatives of similar nature and scale and providing publicity services through the online channels and printed materials; and
 - (e) The Team Leader must be proficient in both spoken and written English. Also, at least one member of the Team must be proficient in both Chinese (including Cantonese and written Chinese) and English.

8.3 Members of the Team must be acceptable to the Trustee. The Trustee reserves the right to require replacement of any or all members of the Team. Any change to personnel of the Team initiated by the Project Manager requires prior agreement in writing of the Trustee. Any replacement whether initiated by the Trustee or the Project Manager shall have at least comparable qualifications and experience.

9. Working Arrangement

9.1 The Project Manager shall be responsible to the Trustee or his representative nominated as such by him from time to time. The Project Manager shall follow and comply with the directions and guidance given by the Trustee, his representative or the working group mentioned in paragraph 5.8 regarding the conduct of the Assignment.

9.2 The Trustee, his representative or the working group mentioned in paragraph 5.8 will provide advice to the Team, consider and endorse the deliverables, and determine the way forward. EU may also play an active role in the provision of information and advice to facilitate and ensure timely completion of the relevant tasks.

9.3 The Project Manager is required to provide briefings or presentations to the Trustee, his representative or the working group mentioned in paragraph 5.8 as and when required. The date and time shall be agreed between the Trustee or his representative and the Project Manager. The Project Manager shall provide timely response to comments, questions or requests made by the Trustee, his representative or the working group mentioned in paragraph 5.8. The Project Manager shall prepare and deliver in a timely manner the necessary papers and materials prior to the briefings or presentations.

10. Assignment Proposal

10.1 Interested parties, including *any company and organisation but not an individual* (the “proposer”) are invited to submit proposals for conducting the Assignment. Each proposal must consist of one (1) **Technical Proposal** and one (1) **Fee Proposal**.

10.2 The **Technical Proposal** shall include a detailed work proposal (*Schedule 1*) covering at least the following details –

- (a) A proposal demonstrating the proposer's understanding of the service objectives, service requirements, and details of the approach, methodology and process to be employed to deliver the Assignment and a draft programme outline for the 2017 Forum. Proposed keynote speakers, guest speakers, facilitators and partner organisation(s) that would be recommended and invited by the Project Manager must be named in the Technical Proposal. As for the speakers, the range of speaking fees should be indicated in the Technical Proposal (please also see paragraph 10.4). Without any commitment to the award of the contract, preliminary indication of the availability of the persons mentioned above would be an advantage for evaluation;
- (b) Views/ observations on the development and challenges of CSV in Hong Kong as well as how to engage businesses in participating in Stages 2 and 3;
- (c) A description of the proposer profile and relevant job references demonstrating the proposer's expertise and experience in carrying out projects or assignments in relation to the Shared Value concept;
- (d) A description of the composition of the Team, and relevant experience of the Team Leader and other Team members;
- (e) A description of how the partner organisations planned to be engaged in the Stages 2 and 3, if any, will generate synergies;
- (f) An outline of the publicity plan to demonstrate the added value and effectiveness of the services to be provided, including concrete angles, strategies, channels and expected impact in terms of expected number, nature and type of media coverage to be generated through the services. A draft tag line for the 2017 Shared Value Initiative should be suggested;
- (g) A work programme with indicative timelines and deliverables to be produced at various stages of the Assignment; and
- (h) Any other suggestions or information related to the service delivery that may assist in the evaluation of the proposals.

The **Technical Proposal** shall meet all the requirements as described in this Invitation Brief. Otherwise it will be disqualified from evaluation.

- 10.3 The **Fee Proposal** for the Assignment shall be an all-inclusive fixed service fee in Hong Kong dollars, inclusive of all services and expenses (*Schedule 2*). Conditional offer that contains a price variation clause or incomplete offer will **NOT** be considered.
- 10.4 Fees **NOT** covered by the all-inclusive fixed service fee in the Fee Proposal and **NOT** payable to the Project Manager under this Assignment include - speaking fee(s); transportation and hotel accommodation for overseas speakers if any; venue rental, food and beverages including lunch and tea breaks for the 2017 Forum; media buying; and production services outlined in paragraph 6.3(a)(ix). The Project Manager is required to undertake the related liaison and coordination with various parties involved in respect of the above areas.
- 10.5 Personal data provided in any submitted proposals will be used for proposal assessment, contract award and administration purposes and will not be used for other purposes without the proposer's consent unless such use is permitted or required by law. The personal data so provided may be transferred to parties relevant and necessary for the above purposes or when required by law. The proposer has the right to request access to or correction of such personal data in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) but the Trustee has the rights to charge a reasonable fee for processing such request.
- 10.6 A valid proposal must consist of *Schedule 1 and 2*. The proposal shall remain valid and open for acceptance for eighteen months after the closing date of this invitation.
- 10.7 Each proposer can only submit one (1) proposal consisting of one (1) **Technical Proposal** and one (1) **Fee Proposal** in accordance with this paragraph 10.
- 10.8 Please make certain that fees quoted are accurate before submitting the proposal. The Trustee will not accept any request for adjustment on the fees quoted on the ground that a mistake has been made in the proposal.

11. Submission of Proposal

- 11.1 All information as stated in paragraph 10 above shall be submitted in accordance with this paragraph for assessment purpose. Failure to submit the information or submission of incomplete information shall result in disqualification of the proposer.
- 11.2 Completed Technical Proposal and Fee Proposal shall be submitted in **separate sealed plain envelopes** as follows –
- (a) One (1) set of the Technical Proposal in hardcopy and one (1) set of softcopy stored in a CD-ROM/USB Drive must be enclosed in a sealed plain envelope (A) (without any identification of the name of the proposer) clearly marked the “**Technical Proposal** – Provision of Project Development, Management and Publicity Services on Delivering the Shared Value Initiative to the Trustee of the SIE Fund”;
 - (b) One (1) set of the Fee Proposal in hardcopy and one (1) set of softcopy stored in a CD-ROM/USB Drive must be enclosed in another sealed plain envelope (B) (without any identification of the name of the proposer) clearly marked the “**Fee Proposal** – Provision of Project Development, Management and Publicity Services on Delivering the Shared Value Initiative to the Trustee of the SIE Fund”; and
 - (c) The two envelopes (A) and (B) containing the Technical Proposal and the Fee Proposal respectively must then be put into one (1) sealed plain envelope (C) (without any identification of the name of the proposer) clearly marked “Provision of Project Development, Management and Publicity Services on Delivering the Shared Value Initiative to the Trustee of the SIE Fund”.
- 11.3 In the event of conflict between the hard copy and soft copy, the hard copy version shall prevail.
- 11.4 Please submit the proposal by depositing such (envelope C) in the collection box at –

Efficiency Unit
Chief Secretary for Administration’s Office
41/F., Revenue Tower,
5 Gloucester Road,

Wan Chai, Hong Kong

- 11.5 The proposals must be submitted before **18:00 on 12 June 2017 (Hong Kong Date and Time)**. Late submission or proposals not submitted in accordance with this paragraph will not be considered.
- 11.6 If a black rainstorm warning or tropical cyclone warning signal No. 8 or above is hoisted between 09:00 and 18:00 on **12 June 2017**, the deadline for submission will be extended to 18:00 on the following working day.

12. Assessment of Proposals

- 12.1 All the proposals that have fulfilled the submission requirements stated in paragraph 11 and received by the Trustee will be assessed through a two-stage evaluation system. *Stage 1* is the evaluation of the Technical Proposal and *Stage 2* is the evaluation of the Fee Proposal. The proposers may be required, at their own costs and expenses, to make a presentation to an assessment panel to clarify any points made in their submissions.
- 12.2 In *Stage 1*, the Technical Proposals will first be assessed in accordance with the following criteria:

(1) Quality of the proposer (25%)

- The capabilities and relevance of experience of the proposer in previous assignments quoted in Schedule 1;
- The proposer's understanding of Shared Value as specified in paragraph 8.1;
- The proposer's network and relevance of the partner organisations planned to be engaged for the Assignment, if any;

(2) Quality of the Team (30%)

- The requirements stated in paragraph 8.2 and the relevance of experience of the Team Leader and Team members assigned for this Assignment;

(3) Implementation and Execution Capabilities (35%)

- The response to this Invitation Brief including the proposer’s understanding of the service objectives and service requirements of this Assignment;
- The proposed Shared Value thought leader/ pioneer(s) as the keynote and other speakers;
- The overall programme, work plan and publicity plan with proposed methodology, approach, procedures and assurance measures to ensure the delivery of the quality work as well as the time plan; and

(4) Quality of the Proposal (10%)

- Clarity of reasoning of the proposal.

The Technical Proposal must attain the respective passing scores for each and every of the four criteria above. **Any Technical Proposal not attaining the respective passing score in any one of the criteria will not be considered further.**

- 12.3 In *Stage 2*, the Fee Proposals of all proposals which have passed the *Stage 1* will be evaluated. The total all-inclusive fixed service fee plus the estimated additional service fee for the optional item (i.e. the “Grand Total”) as quoted in *Schedule 2* will be used for evaluation purpose.
- 12.4 The weighting of 70% and 30% will be applied to the technical evaluation and fee evaluation respectively.
- 12.5 The Trustee reserves the right, in its sole and absolute discretion, not to accept the lowest Fee Proposal or any proposal, or to appoint any proposer who has submitted proposals in response to this invitation for the whole or any part of the Assignment. All proposals are submitted on the understanding that the Trustee will not be liable to pay any cost arising out of the preparation and submission or in explaining or clarifying their proposals, or otherwise in response to this invitation. The Trustee is also under no obligation to review or discuss the evaluation or evaluation result of any proposal with any person.

13. Negotiation

- 13.1 The Trustee reserves the right to negotiate with the proposer about any terms, conditions, clauses, paragraphs or parts of this Invitation Brief.

14. Award of Contract

- 14.1 Save as provided in paragraph 13.1, the award of Contract will be made to the proposer who has passed the assessment as set out in paragraph 12 and who has demonstrated to the Trustee that it is fully capable of undertaking the services required and whose proposal is determined by the Trustee to be the most advantageous to the Trustee.
- 14.2 The selected proposer will enter into a written Contract with the Trustee as the Project Manager of this Assignment on terms and conditions prepared by the Trustee. The Contract will contain terms and conditions of the Assignment, including the matters referred to in this Invitation Brief, expanded and modified as necessary. The governing laws of the Contract shall be the laws of Hong Kong and the parties to the Contract shall submit to the exclusive jurisdiction of the courts of Hong Kong.
- 14.3 The Contract period shall cover the period commencing from the Assignment kick off date to the fulfilment of all of the contractual obligations by the Project Manager.
- 14.4 For the purpose of this Assignment, the Project Manager shall deploy team members as set out in *Schedule 1* for the whole duration of the Contract.

15. Nature of Contract

- 15.1 The Project Manager will be engaged as an independent contractor and shall not be construed as a partner, employee, representative or agent of the Trustee.

16. Sub-contracting

- 16.1 Unless stated in the original proposal submitted in response to this invitation in accordance with paragraph 11, the Project Manager shall not, without the prior written consent of the Trustee, sub-contract, assign or otherwise dispose of the whole or any part or parts of the Assignment to any person whatsoever, or purport to do so. Engagement of sub-contractor(s) shall be subject to the prior written approval of the Trustee on terms to the satisfaction of the Trustee. If any part of the Assignment is sub-contracted to any person with the Trustee's approval, the Project Manager shall remain liable for any act or omission of such person as if such act or omission were its own.

17. Payment Schedule

17.1 Payment of the all-inclusive fixed service fee for the Assignment will be made to the Project Manager by instalments according to the following schedule:

Milestones	All-inclusive Fixed Service Fee
Upon the Trustee's acceptance of the work plan of the Assignment and overall communication strategy	20% of Sub-total (a) as quoted in Schedule 2
<u>Stage 2: Awareness Building</u>	
Upon the Trustee's acceptance of the post-forum written report prepared in accordance with paragraph 6.3(a)(xviii)	30% of Sub-total (a) as quoted in Schedule 2
<u>Stage 3: Capacity Building</u>	
Upon the Trustee's acceptance of the 1 st round post-event report prepared in accordance with paragraph 6.3(b)(ii)	25% of Sub-total (a) as quoted in Schedule 2
Only when the Trustee decides to hold the 2 nd round of visits, workshops and coaching session as specified in paragraph 5.5(c) and upon issuance of a written confirmation by the Trustee	50% of Sub-total (b) as quoted in Schedule 2
Upon the Trustee's acceptance of the 2 nd round post-event report prepared in accordance with paragraph 6.3(b)(ii)	50% of Sub-total (b) as quoted in Schedule 2
<u>Publicity</u>	
Upon the Trustee's acceptance of the completed publicity services as specified in paragraphs 6.2 and 6.3(c)	25% of Sub-total (a) as quoted in Schedule 2
<u>Design and production of the 2017 Forum booklet in excess of 12 pages</u>	
Only when the Trustee and the Project Manager mutually agree to extend the content of the 2017 Forum booklet in excess of 12 pages as mentioned in Annex B and upon the Trustee's acceptance of such booklet	(d) as quoted in Schedule 2 multiplied by the actual number of extra pages of the Forum booklet, then divided by four (4)

17.2 The Project Manager shall invoice the Trustee upon receiving a notice issued by the Trustee indicating that the completion of a particular milestone as

specified in paragraph 17.1 is satisfactory and the Project Manager’s performance is accepted within fourteen (14) days upon the receipt of such notice.

17.3 An invoice issued in accordance with paragraph 17.2 shall be settled by the Trustee within thirty (30) days upon the receipt of the invoice by the Trustee.

18. Work Schedule

18.1 The Project Manager is expected to commence work the soonest possible upon the award of Contract, and is required to complete the Assignment by the schedule as tabulated below –

Milestone	Completion Date
Close of Invitation	18:00 on 12 June 2017
Award of Contract and Assignment Kick-off	By early July 2017
The 2017 Forum	Tentatively on 21 September 2017
Visits, Workshops and Coaching Sessions	1 st round <ul style="list-style-type: none"> • Visits and workshops within three months after the 2017 Forum • Coaching sessions by Q1 2018 or any other time confirmed by the Trustee 2 nd round, if any <ul style="list-style-type: none"> • to be determined by the Trustee

19. Termination of Contract

19.1 The Trustee may terminate the Contract forthwith upon giving notice to the Project Manager if, in the sole and absolute opinion of the Trustee:

- (a) any material particulars in the submitted proposal prepared by the Project Manager pursuant to paragraph 10 are subsequently found to be inaccurate; or
- (b) there is any misconduct of the Project Manager in the performance; or

- (c) there is any failure by the Project Manager to carry out all or any of the services provided for in the Contract.

19.2 Any fee due or payable by the Trustee to the Project Manager under the Contract shall cease to become due and payable upon the termination pursuant to paragraph 19.1, without prejudice to any accrued right and remedy that the Trustee may have.

19.3 Without prejudice to any other rights of the Trustee, the Trustee may at any time at its option terminate the Contract without cause by giving not less than seven (7) days' notice in writing.

20. Trustee Not Liable for Information

20.1 The Project Manager should note that all information and statistics provided by the Trustee in connection with this engagement are for reference only. The Trustee gives no warranty, statement or representation, expressed or implied, as to the accuracy, availability, completeness, usefulness or future changes of such information and statistics. The Trustee do not accept any liability for the accuracy, completeness or otherwise of such information and statistics.

21. Disclosure of Fees Payable to The Project Manager

21.1 The Trustee shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party, and in such form and manner as it deems fit, the fees, costs and expenses payable or paid by the Trustee for engaging the Project Manager.

21.2 For the purpose of paragraph 21.1, the proposers shall complete, execute and deliver to the Trustee a Consent to Disclosure in the form attached hereto as *Schedule 3*.

22. Confidentiality

22.1 The proposers and the Project Manager shall keep all data and information relating to this invitation confidential and for internal use only.

22.2 The proposers and the Project Manager shall not divulge or communicate to any third party without the prior written consent of the Trustee any information in connection with this invitation or the Assignment or otherwise concerning

the Trustee, including without limitation, any information which may come to the knowledge of the proposer or the Project Manager in the course of the assessment or in the course of the performance of its obligations under the Contract, and shall not publish any advertising or publicity material relating to this invitation or this Assignment without the prior written consent of the Trustee, unless required by law.

23. Personal Data (Privacy) Ordinance

23.1 The Project Manager shall comply with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) in collecting, using, processing, storing, transferring and disposing of personal data in the course of the conduct of this Assignment and performance of its obligations under the Contract.

24. Conflict of Interest

24.1 The extent of any conflict of interest or potential conflict of interest as anticipated by the proposers in delivering the services required shall be clearly stated in the proposal.

24.2 On appointment and during the Assignment, the Project Manager shall declare any interest, whether actual or potential or perceived, conflicting with the services/ duties to be performed under the Contract and shall not undertake any services which could give rise to a conflict of interest, whether actual or potential or perceived, without the prior written consent of the Trustee.

25. Copyright and Intellectual Property Rights

25.1 All materials (including but not limited to all questionnaires, reports, materials, data, information, backdrop brochures and any other documents or things in whatever form, materials or media) prepared, produced or created by the Project Manager in relation to this Assignment (hereafter referred as “Deliverables”) shall be the property of the Trustee. All intellectual property rights (including without limitation copyrights, patents, trademarks, service marks, design rights, database rights, rights in know-how) in any such Deliverables shall vest in and belong to the Trustee immediately upon creation.

25.2 In respect of any information or materials which are or were produced or created by the Project Manager or by any third party in relation to services,

other than this Assignment or other services provided to the Trustee under the Contract, and which have been or would be incorporated in or used by the Project Manager in the proper performance of this Assignment (hereinafter referred as “Licensed Property”), the Project Manager shall keep the Trustee informed in writing of any information or materials that are the subject matter(s) of the Licensed Property or any pre-existing intellectual property rights and any restrictions whatsoever affecting the use thereof.

- 25.3 Unless otherwise mutually agreed in respect of any particular Licensed Property which shall be carved out from the operation of this paragraph 25.3, the Project Manager shall grant to the Trustee, or where it is not itself in a position to do so, shall at its own costs and expenses obtain for the Trustee, a perpetual, worldwide, freely-transferable, irrevocable and non-exclusive licence, free of royalty, licence fee or other charge and together with a right to grant sub-licence, to use the Licensed Property in any way whatsoever, including without limitation the right to make copies of the Licensed Property, to issue or make available copies of the Licensed Property to the public, to perform or show the Licensed Property in public and to make any adaptation of the Licensed Property for all purposes of and related to the Contract and the SIE Fund. The Project Manager shall ensure that the use of the Licensed Property by the Trustee or its sub-licensees under the above licence shall not infringe the moral rights of any third party.
- 25.4 At the request of the Trustee, the Project Manager shall, free of any charge to the Trustee, do all such things and sign all documents or instruments reasonably necessary in the opinion of the Trustee to enable the Trustee to obtain, defend and enforce its rights in the Deliverables and its rights in respect of the Licensed Property.
- 25.5 Upon request by the Trustee, and in the event of the completion or termination of the Contract, the Project Manager shall at its expense promptly deliver to the Trustee all copies of the Deliverables and Licensed Property (if applicable) then in the custody, control or possession of the Project Manager and its advisers, directors, partners, employees, volunteers, agents or permitted sub-contractors.
- 25.6 The Project Manager warrants and undertakes to the Trustee that it is either the sole owner or, as the case may be, is duly authorised to use all the intellectual property rights which are used for the purpose of this Assignment.

25.7 The provisions of this paragraph 25 shall survive the completion or termination of the Contract.

26. Variation in the Scope of Service

26.1 The Trustee may at any time before the completion of the Assignment, by giving written notice to the Project Manager, make changes to the scope of service and require the Project Manager to perform tasks in addition to those specified in this Invitation Brief and the Contract. Any additional fees or expenses that might be incurred will be agreed between the Trustee and the Project Manager separately. Fees and expenses so incurred shall be solely, exclusively and necessarily for the purpose of the performance of the additional tasks as required by the Trustee.

26.2 If the Trustee and the Project Manager are unable to agree on the additional fees and expenses incurred due to the variation in the scope of service, the revised work schedule, charge or payment schedule for the service, any dispute shall be referred to the exclusive jurisdiction of Hong Kong courts.

27. Probity and Anti-corruption Procedures

27.1 The Project Manager is expected to observe the highest standards of probity. The Project Manager shall prohibit its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors or any third parties who are involved in the Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) when conducting business in connection with the Contract.

28. Time to be of the Essence and Waiver

28.1 Time shall be of the essence of the Contract but no failure or delay by the Trustee to exercise any right, power or remedy available to it under the Contract or at law or in equity shall operate as 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 or remedy; and the rights and remedies of the Trustee herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

29. Force Majeure

- 29.1 In the event of Force Majeure⁴, the party so prevented shall be excused from the performance of its obligations under the Contract 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.
- 29.2 Should performance by the Project Manager of its obligations under the Contract be prevented by an event of Force Majeure for a period of twenty-eight (28) consecutive days or longer, the Trustee shall be entitled at the expiration of such period to terminate the Contract by not less than fourteen (14) days' written notice to the Project Manager.
- 29.3 Subject to the provision in paragraph 29.1 in the event that performance of obligations hereunder is delayed by Force Majeure, the parties shall use their best endeavour to perform the Contract after the event of Force Majeure. The completion of the Assignment shall be extended by the number of days so delayed unless a different extension shall be agreed between the parties. In all other respects the obligations of the parties hereunder shall be unaffected.

30. Set-off

- 30.1 Where the Project Manager has incurred any liability to the Trustee, whether at law or in equity, and whether such liability is liquidated or unliquidated, the Trustee may, without prejudice to any rights or remedies the Trustee 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 Trustee to the Project Manager under the Contract or any other contracts entered into by the parties to the Contract.

⁴ means –

- (a) any supervening outbreak of war affecting Hong Kong and/or the People's Republic of China, 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 the government of the People's Republic of China or the government of Hong Kong, civil war, riot, civil disturbances, fire which is not caused or contributed to by the Project Manager, its associate or associated person or its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors, or ex-employee or ex-agent thereof, civil commotion or acts of God; or
- (b) any supervening catastrophic event which is similar to the foregoing, if not caused or contributed to by the Project Manager, its associate or associated person or its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors, or ex-employee or ex-agent thereof, and which in (a) and/or (b), prevent(s) the performance of the duties and obligations of any party under this contract.

31. Use of the Name of the SIE Fund or the Trustee

31.1 The Project Manager shall not, and shall not permit any of its associates or associated persons, directors, officers, partners, employees, agents or its sub-contractors including, without limitation, professional advisers to, make use of the name of the SIE Fund or the Trustee in any document, publication, advertisements or publicity material without the prior written consent of the Trustee except pursuant to the Project Manager's performance of its obligations under the Contract or to the extent that the relationship between the Trustee and the Project Manager in relation to the Assignment is public knowledge other than by breach of this provision by the Project Manager, its associates or associated persons, directors, officers, partners, employees, agents or its sub-contractors including without limitation professional advisers.

32. Variation

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

33. Concurrent Remedies

33.1 No right or remedy conferred upon the Trustee is exclusive of any other right or remedy contained in the Contract or by law or in equity provided or permitted, but each shall be cumulative of every right or remedy given in the Contract and now or hereafter existing and may be enforced concurrently therewith or from time to time.

34. Errors and Omissions

34.1 Without prejudice to any of the Trustee's other rights, powers or remedies, in the event that any of the Deliverables contain any material factual errors or omissions, the Project Manager shall correct the same forthwith upon being requested in writing by the Trustee to do so or upon becoming aware of the same. Such correction shall be effected to the satisfaction of the Trustee without any charge to the Trustee.

35. Severability

35.1 In the event that any provision (or any part thereof) of the Contract is held to be or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions (or any part thereof) of the Contract shall not be affected thereby.

36. Entire Contract

36.1 Each party acknowledges that it has had full opportunity to include in the Contract any representation or warranty made to it by the other party in the course of negotiations leading up to the Contract. It is hereby agreed that the Contract embodies the entire understanding of the parties and there are no representations, promises, terms, conditions, warranties or obligations oral or written, expressed or implied, statutory or otherwise than those contained herein.

37. Insurance

37.1 The Project Manager shall ensure that there will be in place during the continuance of the Contract a public liability policy of insurance (the “Public Liability Insurance”) to protect the Project Manager and the Trustee from risks of liability with sufficient limit of indemnity for each accident and for aggregate number of accidents occurring during the term of the Public Liability Insurance to be underwritten by a reputable insurance company (the “Insurer”) authorised under the Insurance Companies Ordinance (Cap. 41) and on such terms and conditions as may be specified or approved by the Trustee against liability to pay damages and compensation for accidental injury to or death of any person and for accidental loss or damage to any property whatsoever where such injury, death, loss or damage as the case may be caused or arose out of any negligence, act, omission or default of the Trustee or the Project Manager or their respective advisers, directors, partners, employees, volunteers, agents, sub-contractors, or any of their respective authorised representatives, assignees and successors-in-title in the performance or attempted performance of or discharge of its obligations under the Contract from time to time or otherwise in the carrying out of the services. The insurance policy shall provide that the Insurer shall waive any right of subrogation it may have against any of the Project Manager and the Trustee.

37.2 The Project Manager shall, upon request by the Trustee, be required to provide details of the Public Liability Insurance required in paragraph 37.1 above including without limitation (i) details of the Insurer; (ii) the indemnity coverage and financial limits, if any; and (iii) a summary of the key terms and conditions within a date reasonably specified by the Trustee.

38. Indemnity

38.1 The Trustee and its directors, officers, partners, employees, volunteers, agents or any of their respective authorised representatives, assignees and successors-in-title (the “Indemnified Parties”) shall not be responsible or liable for any loss, damage, claim, liability, cost, fee, charge, payment or expense incurred by the Project Manager or any of its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors or any of their respective authorised representatives, assignees and successors-in-title or any other third parties, including without limitation:

- (a) any loss or damage to any property suffered or incurred by the Project Manager, its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors, any of their respective authorised representatives, assignees and successors-in-title or any third parties; and
- (b) any injury or death sustained by any of the Project Manager’s advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors, any of their respective authorised representatives, assignees and successors-in-title or any third parties, whether or not by reason of any negligent or unauthorised act or omission of the Project Manager or any of its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors, or any of their respective authorised representatives, assignees and successors-in-title or any breach of the provisions of the Contract by the aforesaid persons during the term of the Contract or in the performance of the Project Manager’s duties and obligations hereunder.

38.2 The Project Manager shall indemnify, hold harmless and keep fully and effectively indemnified the Indemnified Parties against all claims, liabilities,

actions, damages, costs, losses or expenses which the Trustee may suffer, incur or sustain directly or indirectly arising out of or in connection with:

- (a) any personal injury, death or damage to property arising out of or resulting from the performance or attempted performance of the Contract whether caused by trespass, negligence, neglect, unauthorised act or omission, defamation, breach of statutory duty, nuisance or breach of the Contract, by the Project Manager or any of its advisers, directors, officers, partners, employees, volunteers, agents and sub-contractors or any of their respective authorised representatives, assignees and successors-in-title;
- (b) any allegation of or claim for infringement of the copyright, intellectual property or innominate rights of any third party arising out of or in connection with the performance by the Project Manager of its obligations under the Contract;
- (c) any claims made in respect of information subject to the Personal Data (Privacy) Ordinance (Cap. 486) which claim would not have arisen but for the act, negligence or omission of the Project Manager, any of its advisers, directors, officers, partners, employees, volunteers, agents, sub-contractors, any of their respective authorised representatives, assignees and successors-in-title or any other persons engaged in any work in connection with the Contract; and
- (d) breach of the Contract by the Project Manager or any of its advisers, directors, officers, partners, employees, volunteers, agents and sub-contractors, any of their respective authorised representatives, assignees and successors-in-title or otherwise in connection with the performance of its obligations under the Contract by the Project Manager or any of its advisers, directors, partners, employees, volunteers, agents, sub-contractors, or any of their respective authorised representatives, assignees and successors-in-title except such loss, damage, claim, liability, cost or expense is finally judicially determined by a Hong Kong court to have arisen solely out of the gross negligence, wilful default or fraud on the part of the Trustee.

38.3 The Trustee will NOT under any circumstances provide any indemnity.

38.4 The provisions of this paragraph 38 shall survive the completion and termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such termination.

39. Third Party Rights

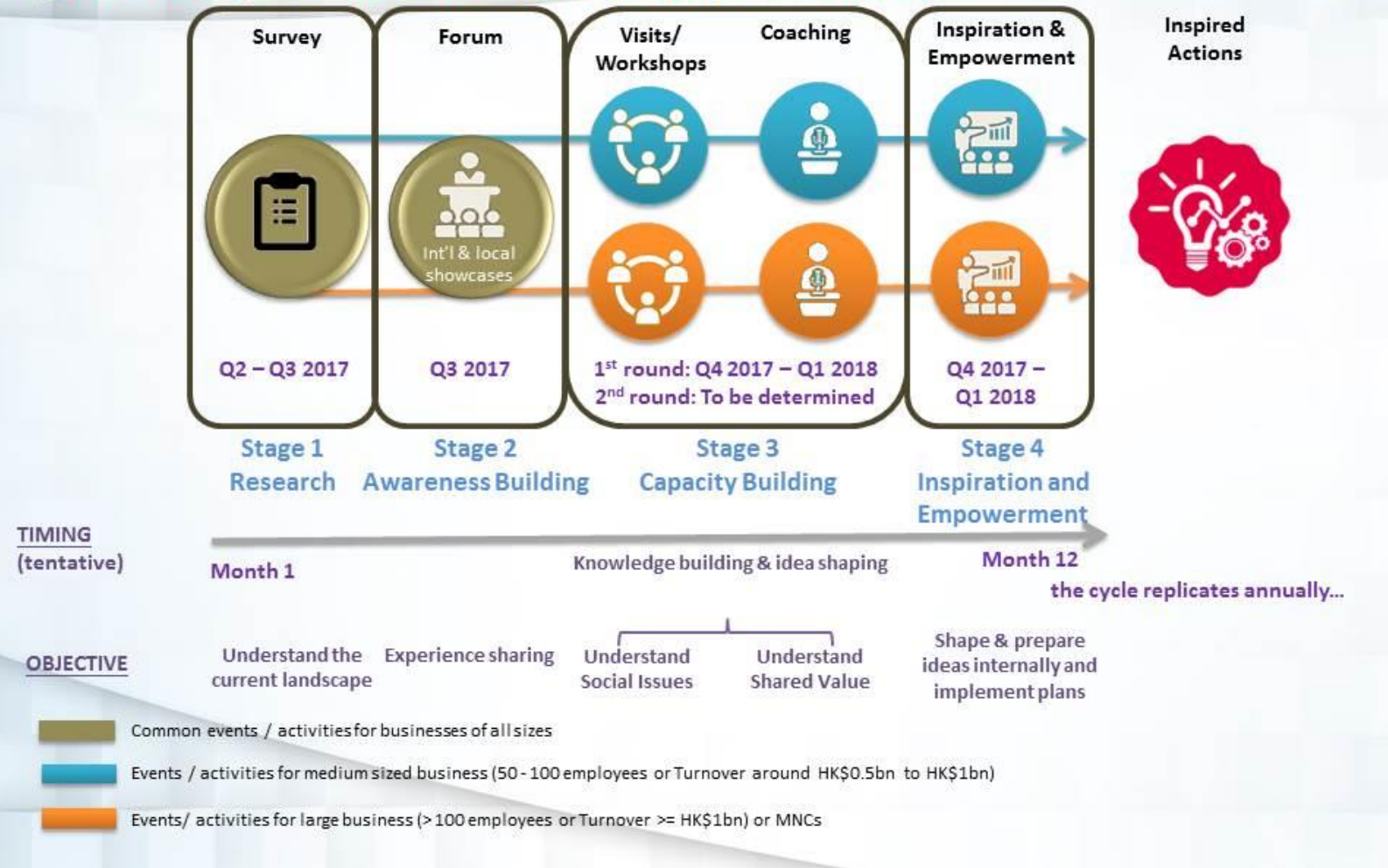
39.1 Unless otherwise specified herein, no third parties shall have any rights pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term contained in this invitation brief or the Contract.

END

Tentative Roadmap of 2017 Shared Value Initiative

Shared Value Initiative in 2017

🎯 To deepen awareness and inspire actions



Production of 2017 Forum Booklet

- *One booklet with at least 12 pages is to be produced*
 - (i) Content: Bilingual content as repository of Shared Value case examples will be provided by the Project Manager in consultation with the Trustee, in which key content of the booklet will cover the concept of Shared Value, profile and highlight of sharing of various speakers and panellists.
 - (ii) Deliverables: Design output files for (a) production of printed version; and (b) digital version in reading- and printing- friendly mode or PDF format in text-highlightable mode should be provided.

Remark for booklet above: The Trustee has an option to extend the content of the booklet beyond 12 pages in which case the exact number of pages will be confirmed upon mutual agreement between the Trustee and the Project Manager (for information, the actual deliverable for a similar event in 2015 contains 32 pages). The Project Manager shall in such case be entitled to additional service fee as quoted in the Fee Proposal, subject to attainment of milestones as specified in paragraph 17. For the avoidance of doubts, the cost of the design and production of the first 12-page content of the booklet shall nevertheless be covered in the “all-inclusive fixed service fee” mentioned in paragraph 10.3.

Media Plan Framework and Media Services Requirements

The 3-phased media service shall include without limitation:

Phase 1 – Pre-forum press announcement and media briefing

- Approach: Selected media outlets of major media for a medium-sized media briefing, followed by a pre-forum announcement;
- Content/ angles: (i) the concept of Shared Value and the objectives of the Shared Value Initiative; and (ii) announce some initial findings of the research (as mentioned in paragraph 3.2) on Shared Value commitment of business sector in Hong Kong; and
- Services required: content development (i.e. preparation and issue of press invitation, press release and factsheet, etc.), compilation of media kit, event logistics and management (from rundown development, venue arrangement, media reception, and press label, etc.), media pitching and engagement, on-site support, post-briefing follow-up, media clippings, etc.

Phase 2 – Event day announcement and interview arrangement

- Scale: Invite the media to cover the Launching Ceremony, and the 2017 Forum, including announcement and speech by officiating guest, keynote speeches and small group interview(s) with various panellists and speakers, etc.;
- Content/ angles: Government's initiative in promoting Shared Value, why Shared Value, what is Shared Value, Shared Value in Hong Kong;
- Target media for interviews: Feature page of newspaper(s) and magazine(s); and
- Services required: content development (i.e. preparation and issue of press invitation, press release and factsheet, etc.) for event day announcement, compilation of media kit, media reception management, arrangement of media related equipment (e.g. sound box, etc.), on-site interview management and support, media pitching and engagement, post-event follow-up, media clippings, etc.

Phase 3 – Post-forum articles placement or op-ed pieces

- Approach: arrange by-lined articles (in print media) written by the SIE Fund TF members and other stakeholders; and line-up op-ed pieces written by columnists in social media;
- Content/ angles: summary/highlight of the 2017 Forum, insight of business leaders on Shared Value, concept of Shared Value, why Shared Value, Shared Value in Hong Kong and its potential, and any other topics that echo the 2017 Forum's theme, etc.;
- Target media: opinion page of newspaper(s) and magazine(s); and
- Services required: advice on topics and coordination with writers, media pitching and engagement, article placement, media clippings, etc.

Overall

- Service required: Propose a detailed media plan based on the media plan framework outlined above, with concrete approach and format, media agencies and respective sections to be engaged and respective media angles, expected number and nature of media coverage and the respective outreach target groups and estimated number, etc., and provide overall strategies on content development.

Summary of Services Requirements

Programme	Event Services	Publicity & Media Services
Communication strategy of the 2017 Shared Value Initiative	<ul style="list-style-type: none"> ▪ The communication plan and branding should be followed throughout the Assignment including the 2017 Forum and the subsequent visits, workshops and coaching sessions. 	<ul style="list-style-type: none"> ▪ Develop detailed media plan which highlight the salient features of Shared Value and the 2017 Forum
2017 Forum and the Launching Ceremony	<ul style="list-style-type: none"> ▪ Curate the programme of the 2017 Forum ▪ Identify and invite keynote speaker(s) ▪ Identify and invite thought leader/ pioneer/ practitioner to deliver presentation on the course and experience of implementing Shared Value ▪ Identify and invite speakers and facilitators for thematic breakout sessions/ panels ▪ Identify Master of Ceremony of the 2017 Forum ▪ Identify and invite participants from Target Companies and other practitioners in the business sector ▪ Leverage networks and support of chambers of commerce, business and industry associations, and related organisations ▪ Execute event management, which includes but not limited to providing pre-event logistic support: 	<ul style="list-style-type: none"> ▪ Pre-forum press announcement and media briefing ▪ Event day announcement and interview arrangement

	<p>identifying, liaise and coordinating with venue(s), developing and preparing programme rundown</p> <ul style="list-style-type: none"> ▪ Liaise and work with production services contractor for the setup, production services and decorations for the 2017 Forum venue and the Launching Ceremony venue ▪ Design, draft and produce conference materials, booklets and brochures ▪ Provide simultaneous interpretation services (English and Cantonese while Mandarin is optional) with relevant equipment at the 2017 Forum ▪ Provide video and photo production at the 2017 Forum ▪ Develop and manage website and an online registration platform ▪ Coordinate and support participant enrolment, including online registration ▪ Conduct participants registration on the day of 2017 Forum ▪ Facilitate thematic breakout sessions/panel discussions ▪ Deliver overall event management on the day of 2017 Forum ▪ Compile post-forum written report ▪ Organise a Launching Ceremony (with details to 	
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	be proposed by the Project Manager)	
Visits, workshops and coaching sessions	<ul style="list-style-type: none"> ▪ Develop, plan, organise and deliver a series of visits and workshops tailored for Target Companies ▪ Follow up with the participants of the 2017 Forum to invite and coordinate their participation in visits, workshops and coaching sessions ▪ Process participants' feedback and compile post-event report(s) after the visits, workshops and coaching sessions 	<ul style="list-style-type: none"> ▪ Post-forum articles placement or op-ed pieces

Booklet of Shared Value Forum held on 9 September 2015

(Please refer to separate file)

TECHNICAL PROPOSAL

Part I - Particulars of the Proposer

1. Name of the Proposer:

2. Summary Information:

(a) Date of formation:

(b) Address:

(c) Name, designation, telephone number and email address of person to be contacted in respect of any queries relating to information provided in this proposal:

3. Staff Resources:

(please also provide the number of staff)

4. Core business and services offered by the Proposer

Part II - Details of the Work Proposal

5. Summary

5.1 Stage 2: Awareness Building and Stage 3: Capacity Building of the 2017 Shared Value Initiative

*(Please summarise how you will develop, plan, organise, manage and deliver the Assignment consisting of the programme under Stage 2 (i.e. 2017 Forum) and Stage 3 (i.e. visits, workshops and coaching sessions); and provide a **2017 Forum programme outline** suggesting the speakers and facilitators. It is essential to **name the proposed keynote speaker(s)**, who should be prominent Shared Value thought leader/ pioneer(s), to be invited and indicate their availability for the 2017 Forum and indicative speaking fees if known.)*

5.2 Views/ observations on the development and challenges of CSV in Hong Kong as well as how to engage businesses in participating Stages 2 and 3.

5.3 Overall Communication Strategy of the 2017 Shared Value Initiative

*(Please **outline the communication strategy** summarising how you will publicise the Shared Value Initiative to the target participants before the 2017 Forum, and continue the momentum for 2017 Forum, visits, workshops and coaching sessions. It should demonstrate your **added value and effectiveness of the services** to be provided, including concrete angles, strategies, channels and expected impact in term of media coverage. Please **suggest a tag line** for the Shared Value Initiative.)*

6. Experience of the Proposer in relevant services in the past five years

(Please state the proposer's experience in projects of similar nature and scale to the 2017 Shared Value Initiative, and the connection with the business sector. Please also give the name, period, brief description and service scope of the relevant projects.)

7. Composition and experience of the Team

(Please state the Team composition, categorising into Team Leader and Team Members. For each of them, please describe the relevant experience in

handling projects of similar nature and scale in the past four years for the Team Leaders and past two years for the Team Members, preferable to have sound knowledge of Shared Value, connection with the business sector, developing of business strategies, understanding of social issues, and language proficiency (i.e. both English and Chinese (including Cantonese and written Chinese) or Chinese only or English only). Please also state the estimated mandays of each Team Member for this Assignment. The person(s) named must be the person(s) who will actually be involved in the work.)

7.1 Team Leader with a minimum of four (4) years of relevant experience

7.2 Team Members with a minimum of two (2) years of relevant experience

7.3 The Network/ Partner Organisations

(It is necessary to propose the partner organisations for Stages 2 and 3 and how you engage them. It is preferable that the Project Manager can engage partner organisations other than the TF members and stakeholders given as examples in paragraph 5.7 in order to broaden the horizon of the programmes. Please also state the strategic advantages of your network in delivering the required services.)

8. Work programme/milestones

(Please give indicative timelines and deliverables to be produced at various programmes of the Assignment)

9. Other information and suggestions related to the service delivery

(Any other information that may assist in the evaluation of the proposal)

Signature of _____ : _____ Date : _____
Person Authorised to sign for and on behalf of the Proposer: _____
(Name and Post title)
(with the Company's chop where applicable)

FEE PROPOSAL

Item No.	Description	Service Fee (HK\$)
<i>All-inclusive Service Fee</i>		
1	2017 Forum	
2	1st round of Visits, Workshops and Coaching Sessions	
3	Communication Strategy and Publicity of the Shared Value Initiative	
	<u>Sub-total (a) (Item No. 1 to 3):</u>	
4	2nd round of Visits, Workshops and Coaching Sessions	
	<u>Sub-total (b) (Item No. 4):</u>	
	<u>Total (c) [Sub-total (a) + Sub-total (b)]:</u>	
<i>Optional Item – Additional Service Fee (Note)</i>		
5	Design and production for every four pages of the 2017 Forum booklet in addition to the minimum 12-page content as specified in para. 6.3(a)(x) and Annex B	
	Unit rate for optional item (d):	
	Total (e), estimated [(d) x 20 ÷ 4]: <i>(for the 13th to 32nd(Note) pages of the 2017 Forum booklet)</i>	
	<u>Grand Total [Total (c) + Total (e)]:</u>	
	<u>Remarks if any</u>	

Note

Solely for evaluation purpose, it is assumed that the 2017 Forum booklet contains 32 pages. As mentioned in Annex B, the exact number of pages and any addition of pages will be confirmed upon mutual agreement between the Trustee and the Project Manager.

Schedule 2

Name of Proposer : _____

Address: _____

Signature of Person
Authorised to sign for and
on behalf of the Proposer: _____ Company chop
(where applicable)

Name in block letters: _____

Position : _____

Date: _____

CONSENT TO DISCLOSURE

To: The Trustee of the Social Innovation and Entrepreneurship Development Fund (Trustee)

Re: Provision of Project Development, Management and Publicity Services on Delivering the Shared Value Initiative to the Trustee of the SIE Fund

We, [*insert the name of the company*], hereby irrevocably authorise, consent and agree that if the Trustee agrees to engage us to provide the captioned services to the Trustee of the Social Innovation and Entrepreneurship Development Fund (SIE Fund), the Trustee, may, whenever it considers appropriate or upon request by any person (written or otherwise), disclose to any person in such form and manner as the Trustee deems fit:

- (a) the all-inclusive fixed service fee payable to us by the Trustee in respect of the captioned services;
- (b) the fee proposal submitted by us to the Trustee on [*Insert the relevant date*]; and
- (c) our engagement by the Trustee under the Contract; our names of and our sub-contractors appointed or engaged by us to perform any part or parts of the captioned services in accordance with the Contract, or to advise or assist in relation thereto; and description of the captioned services.

We hereby irrevocably waive and forego our right, if any, to bring any claim or action against the Trustee for any losses, damages, costs, fees, charges, expenses, liabilities, demands, proceedings and orders (including, without limitation, any legal fees and expenses) that may arise out of or in connection with such disclosure by the Trustee.

Date this _____ day of _____ 2017

SEALED with the Common Seal of)	
[<i>insert the name of the company</i>])	(affix common
and SIGNED by [<i>insert the name(s)</i>])	seal of the
<i>of the signator(ies)</i>], in the presence)	company)
of :-		

Signature of Witness: _____

Name of Witness: _____

Occupation/Designation: _____

Address: _____

CONSENT TO DISCLOSURE

To: The Trustee of the Social Innovation and Entrepreneurship Development Fund (Trustee)

Re: Provision of Project Development, Management and Publicity Services on Delivering the Shared Value Initiative to the Trustee of the SIE Fund

We, *[insert the name of the company]*, hereby irrevocably authorise, consent and agree that if the Trustee agrees to engage us to provide the captioned services to the Trustee of the Social Innovation and Entrepreneurship Development Fund (SIE Fund), the Trustee, may, whenever it considers appropriate or upon request by any person (written or otherwise), disclose to any person in such form and manner as the Trustee deems fit:

- (a) the all-inclusive fixed service fee payable to us by the Trustee in respect of the captioned services;
- (b) the fee proposal submitted by us to the Trustee on *[Insert the relevant date]*; and
- (c) our engagement by the Trustee under the Contract; our names of and our sub-contractors appointed or engaged by us to perform any part or parts of the captioned services in accordance with the Contract, or to advise or assist in relation thereto; and description of the captioned services.

We hereby irrevocably waive and forego our right, if any, to bring any claim or action against the Trustee for any losses, damages, costs, fees, charges, expenses, liabilities, demands, proceedings and orders (including, without limitation, any legal fees and expenses) that may arise out of or in connection with such disclosure by the Trustee.

Date this _____ day of _____ 2017

SIGNED, SEALED and)
DELIVERED as a DEED for and on)
behalf of *[insert the name of the*)
proposer] by *[insert the name(s) of the*)
signator(ies)], in the presence of :-)

(To be adopted if the Project Manager is not a limited company or does not adopt a common seal)

Schedule 3

Signature of Witness: _____

Name of Witness: _____

Occupation/Designation: _____

Address: _____