

**The 7<sup>th</sup> Round of Music Artistic Internship Scheme  
Invitation for Proposals**

**1. INTRODUCTION**

The Hong Kong Arts Development Council (HKADC) is the only statutory body responsible for the broad development of the arts in Hong Kong. Guided by the mission to plan, promote and support the arts locally, the HKADC endeavours to foster a thriving arts environment and enhance the quality of life of the public by facilitating community-wide participation in the arts and arts education, as well as encouraging arts criticism, raising the standard of arts administration and enhancing its work on policy research.

**2. OBJECTIVES OF THE SCHEME**

- 2.1 The HKADC now extends an open invitation to eligible local music units ('MUs') to submit proposals for 'The 7<sup>th</sup> Round of Music Artistic Internship Scheme' ('the Scheme'). The Scheme aims to pool resources and extensive experience of the HKADC with music units to provide local emerging musicians with opportunities for apprentice and honing their musical talents. Through their internships, musician interns will acquire and accumulate formal stage experience towards developing musical proficiency, reaching professional maturity and ultimately enhancing their long-term professional development in music.
- 2.2 To achieve its main objective to nurture emerging musicians ('EM') through placements with local MUs, the Scheme places a strong emphasis on the artistic standards of the host MUs and their capability and commitment to assume responsibility in training the musicians. Host MUs must meet the following eligibility requirements:
- a) Provide rehearsal and formal public performance opportunities for EM to gain and accumulate professional performing experience;
  - b) Provide comprehensive training and a mentorship programme in musicianship and skills development for EM to unleash their talents and steer the course of their professional music careers;
  - c) Play a contributing role in nurturing artistic talents for the local music industry.

**3. SCHEME CONTENT**

- 3.1 Target host MUs include all performing music units that share the vision of promoting musical arts. MUs must be willing to shoulder the responsibility that comes with nurturing EM and provide the necessary environment for the work placement to be a beneficial experience.
- 3.2 Host MUs should custom-design the training programme around areas such as performing skills and musicianship and must provide a comprehensive programme that offers both rehearsal and performance opportunities during the internship period.
- 3.3 MUs may apply to take on musician interns ('interns') trained in the following genres:
- 1. Western music: string, wind, percussion (including piano), vocal, conducting
  - 2. Chinese music: bowed-stringed, woodwind, plucked, percussion, vocal, conducting

- 3.4 Musician internships can be full-time or project-based. Regardless of whether an intern is engaged full-time or on a project basis, he/she must take part in no less than three public performances with the MU during the one-year internship as it is essential that he/she receives practical training and performing experience. (Believing in the benefits of providing EM with a comprehensive, in-depth and systematic training in the arts, the HKADC encourages host MUs to offer full-time internships as far as their staff rosters and scale of operations allow. Host MUs intending to offer project-based internships are required to state their reasons in the applications.)
- 3.5 To ensure that an intern receives in-depth professional arts training, a host MU should appoint at least one senior member of staff, a virtuoso preferably, to be a personal mentor to the intern.
- 3.6 Under the Scheme, host MUs are required to conduct their own recruitments of candidates who fulfil the requirements of the internship scheme. The recruitment process must be open and documented to be presented to the HKADC for confirmation and record-keeping. To become a musician intern, a candidate must satisfy the following prerequisite requirements:
- a) A resident of Hong Kong;
  - b) A recent music graduate having completed related studies within the past three years\* (in Hong Kong or abroad); a final-year student can also be considered;
  - c) Aspires to pursue music at a professional performance level;
  - d) Possesses a good level of musicianship and technicality;
  - e) Must not be currently or previously employed full-time by the host MU; for project-based interns, he/she must not have been engaged by the host MU for more than three projects previously.<sup>#</sup>

\* In general, the degree/curriculum should have been completed within three years at the time the host MUs recruit the intern.

<sup>#</sup> To encourage a more comprehensive and in-depth training to be provided by the same host MUs to the existing intern(s), selected host MUs that have also been granted under ‘The 6<sup>th</sup> Round of Music Artistic Internship Scheme’ in 2018/19 are allowed to employ the same intern(s) for the Scheme.

#### **4. ELIGIBILITY CRITERIA**

To be accepted as a host MU, the applicant must be one of the following:

- a) A Hong Kong-registered organisation based in Hong Kong, and has presented musical performances of a high standard in Hong Kong. It must also possess a minimum of three years’ experience in presenting formal public performances with no less than three public performances each year.
- b) An individual who holds a Hong Kong Identity Card, resides in Hong Kong and possesses a minimum of three years’ experience in organising formal public music performances.

#### **5. PROPOSAL CONTENT**

Interested MUs are required to fill in ‘The 7<sup>th</sup> Round of Music Artistic Internship Scheme’ application form, and submit the completed form together with the following supporting documents for the HKADC’s consideration.

- a) For organisation applicant, a copy each of a valid official registration document, the articles of association or incorporation/an incorporation ordinance, a list of key members/board members and business registration certificate/proof of registered charity status (if applicable);
- b) A list of current resident musicians and conductor(s) (for organisation applicant);
- c) A record of public performances and related information (including the date, venue, programme list and number of performers of each performance) held in the past year;
- d) Recordings/video records of one to two previous public performances (please provide either a web link of the audio/video records or a set of seven copies on CD/DVD);
- e) Goals of the internship programme;
- f) The proposal should set forth the contents, format and implementation schedule for the internship programme;
- g) A list of public performances/projects together with the contents and/or programme lists (if available) that the intern(s) will take part in;
- h) A short profile of the mentor(s) to be assigned to the intern(s) under whom the intern(s) will learn musicianship and techniques;
- i) Intern recruitment methods and selection procedures;
- j) The salary to be offered to the successful intern.

## 6. GRANT PERIOD

The duration of the musician internship is 12 months. Successful applicants are expected to start their internship programmes in December 2019. The starting and ending dates may be set at any time of the year according to the fiscal year or musical season of the MU, but the MU is required to state the proposed starting and ending dates in the application.

## 7. GRANT, FUNDING LEVEL AND EXPENDITURE GUIDELINES

- 7.1 Up to and not more than HK\$821,800 will be allocated for the Scheme, benefiting at most 10 musician interns (full-time/project-based) in total.
- 7.2 An intern employed full-time under the Scheme will receive a maximum HKADC monthly allowance of HK\$16,500. The HKADC will also support successful MUs in labour insurance premium and employer contribution to the Mandatory Provident Fund Scheme (calculated at 5% of an employee's monthly income). A MU may suggest the actual monthly salary to be paid based on its operations and financing needs for the HKADC's consideration (i.e. The monthly allowance can be less than HK\$16,500; or a MU can choose to bear the amount exceeding the stated HK\$16,500 and the extra employer's contribution to the Mandatory Provident Fund Scheme incurred.).
- 7.3 An intern employed on a project basis will receive a lump-sum allowance of HK\$4,000–10,000 for each performance (including all related rehearsals) that he/she takes part in.
- 7.4 Each applicant may apply for employing a maximum of 1 full-time or 2 project-based interns.
- 7.5 The HKADC supports only non-profit making activities. Budget planning shall not fall outside this scope.

## 8. ASSESSMENT PROCEDURES

- 8.1 The HKADC has the full authority to process and consider all ‘The 7<sup>th</sup> Round of Music Artistic Internship Scheme’ applications. The submission of an application to the HKADC construes that the applicant accepts whether it will receive the grant or not, the decision of the HKADC is final.
- 8.2 The HKADC and/or its assessment panels will be responsible for the assessment of applications. The HKADC’s decision on the arrangement for assessment is final.
- 8.3 Applicants will be invited to attend an interview with the assessment panel about the details of the proposal when such meeting shall be found necessary by the HKADC.

## 9. CRITERIA FOR PROPOSAL ASSESSMENT

- 9.1 The HKADC will assess MUs and evaluate their proposals against the following selection criteria:
- a) A proposal should be designed to meet the stated objectives of the Scheme; the contents and budget estimates of the proposed internship programme should be practical and feasible.
  - b) The applicant should have the commitment and relevant experience to assume responsibility that comes with nurturing EM.
  - c) The applicant should have sound management and operational structures in place, a systematic approach to staging performances of a high standard that fosters a positive internship environment; the appointed mentor should possess qualifications, abilities and commitment to assume the responsibility of nurturing EM.
  - d) The applicant should possess professional knowledge of musical arts, the ability to train and support EM, the commitment to assume responsibility of overseeing the implementation of Scheme and the vision of contributing to the development of musical arts in Hong Kong.
- 9.2 Subject to constraints of resources and stiff competition, the HKADC reserves the right to set additional objective assessment criteria to those set out above in order to facilitate the processing of applications. Review of such additional objective criteria will not be accepted.

## 10. APPLICATION SUBMISSION AND DEADLINE

- 10.1 Application form is now available at the HKADC Administration Office or can be downloaded from the HKADC’s website (<http://www.hkadc.org.hk>). Applicants should deposit the completed application form, together with all supporting documents, marked with ‘The 7<sup>th</sup> Round of Music Artistic Internship Scheme’ on the envelope, into the application collection box at the HKADC (10/F, 1063 King’s Road, Quarry Bay, Hong Kong) by **6:00pm on 4 October 2019 (Friday)**. Submission by post is accepted if it is postmarked no later than the deadline. Please note the HKADC will not process the application and its related documents with insufficient postage and pay for the relevant postage. Submission by courier is also accepted if the ship date shown on the bill issued by the courier service provider is on or before the deadline. Late applications or applications by fax, e-mail or other digital form, or applications which do not fully meet and comply with the conditions of this Invitation, shall not be accepted or processed by the HKADC.

- 10.2 Unless specifically requested by the HKADC, supporting documents submitted after the deadline will not be accepted.
- 10.3 The HKADC will acknowledge receipt of applications within 4 weeks from the date of the application deadline.

## 11. NOTIFICATION OF RESULT

All applicants will be informed about the application results before end of November 2019 but always subject to the HKADC's right to postpone in its entire discretion.

## 12. CONDITIONS OF GRANT

- 12.1 Successful applicants will be notified by the HKADC and will be required to sign an Agreement that details the terms and conditions of Grant and incorporating this Invitation for Proposals and the project proposal. The Agreement constitutes the sole record of the grant relationship between the HKADC and the grantee in regard to the internship scheme. The grantee must complete the signing of the Agreement within one month of its receipt, the failure of which will lead to automatic disqualification. The HKADC may deem it necessary to require amendments to be made to the submitted proposal and budget estimates.
- 12.2 In principle, the HKADC will provide funding in phases with the breakdown as follows:

For employing new intern(s):

	Condition	Percentage of funding
Phase 1	Upon signing of the Agreement with the HKADC	40%
Phase 2	Upon submission of each intern's probation report and a copy of notification of contract renewal to the intern(s)	50%
Phase 3	Upon submission of the final project report and audit report	10%

For employing existing intern(s):

	Condition	Percentage of funding
Phase 1	Upon signing of the Agreement with the HKADC, signing of new contract with the existing artistic intern(s) and submission of the contract	80%
Phase 2	Upon submission of the final project report and audit report	20%

- 12.3 The HKADC will consider alternative funding arrangements proposed by a grantee but reserves the right of final decision on the actual timing of funding.
- 12.4 The grantee is obliged to bring the subsidised proposal to its implementation and completion within one year of the signing of the Agreement. The grantee is responsible for providing the intern(s) with professional training and skills development during the internship period.
- 12.5 If new intern(s) is to be employed, the grantee shall implement an open recruitment of

candidates who fulfil the requirements of the internship scheme. Before the recruitment commences, the grantee is required to submit to the HKADC an internship implementation schedule, together with the selection procedures and criteria; after the recruitment process has been completed and before the entering into a contract with the selected intern(s), all the related information on the recruitment process and the CV of the selected intern(s) should be documented and presented to the HKADC for confirmation and record-keeping. The grantee should only enter into a contract with the selected intern(s) after receipt of confirmation from the HKADC.

- 12.6 The grantee shall enter into a contract with the selected intern(s) following a successful application. A copy of the written contract, signed by both parties, must be submitted to the HKADC. If new intern(s) is to be employed, the first three months of the selected intern(s)'s employment shall be regarded as a probationary period for intern(s) employed full-time for one year; for intern(s) employed on a project basis, the probationary period ends upon the completion of the intern's first musical performance. The grantee is required to submit each intern's probation report and a copy of notification of contract renewal to the selected intern(s) to the HKADC within one month after the end of the probationary period.
- 12.7 Should the grantee decide to terminate any intern's placement during the grant period, the HKADC must be notified of the decision in writing. The notice should include an explanation of the decision. If a new open recruitment is called for, the replacement intern(s) whereby chosen must fulfil all the prerequisite requirements set out in Section 3.6. If the grantee decides not to fill the vacancy, it must return the remaining unused funds to the HKADC.
- 12.8 The grantee is required to prepare and submit, based on the forms and/or guidelines issued by the HKADC, a completed project report, an audit report, proof of all the performances the intern(s) participated (such as publicity materials, house programmes, video recordings, etc.), each intern's self-evaluation report and a copy of reference/recommendation letter for each intern within six months after the completion of the internship. The HKADC may consider arranging a meeting with all grantees and interns, during or after the internship.
- 12.9 The grantee is responsible for the payment of each intern's salary, labour insurance premium and the employer's contributions to the Mandatory Provident Fund Scheme (as covered by the HKADC funding). The grantee must take out insurance policies for the intern to cover the employer's liabilities both under the Employees' Compensation Ordinance and at common law for injuries at work. The grantee is also responsible for other benefits (if any) for the intern during the internship.
- 12.10 Any changes to the proposal, such as the choice of intern(s), postponement of internship period, content of the internship programme, mentor(s), scale and budget estimates, must be requested in writing and in advance to the HKADC for approval. The HKADC will monitor the implementation of internship from time to time and offer suggestions for improvement to ensure that the programme is in line with the HKADC's grant objectives and strategies. The HKADC has the authority to make final decisions when necessary. If an internship programme fails to meet the HKADC's grant objectives and strategies, or in the case of violation of any of the agreed-upon terms and conditions of the binding contract, the HKADC reserves the right to terminate funding at any time, demand repayment of the awarded funds or compensation for loss or damage caused by a breach of contract or non-compliance with the agreed terms and conditions.

- 12.11 Grant awarded to the grantee must be utilised based on the approved budget. Any net surplus/unspent balance of the grant as determined by the HKADC must be refunded to the HKADC on demand; such refunds shall not exceed the grant approved.
- 12.12 Acknowledgement of HKADC support and HKADC logo must be appear on all publicity and printed materials resulting from or related to ‘The 7<sup>th</sup> Round of Music Artistic Internship Scheme’. Where appropriate and as required, the grantee shall also ensure the HKADC is duly acknowledged on the promotional materials and house programmes of performances in which an intern has taken part. All promotional materials carrying the acknowledgement and the HKADC logo must be submitted to the HKADC for review and approval before it can be put in print.

### **13. GENERAL**

By agreeing to receive and/or by responding to this Invitation for Proposals, each applicant accepts and undertakes to comply with the following terms and conditions:

- 13.1 Nothing in this Invitation for Proposals nor any communications made by the HKADC or its representatives, agents, employees or advisers shall constitute an offer of a contract or a binding contract between the HKADC and any prospective applicant nor shall it be taken as constituting any representation that a grant will be made in accordance with this Invitation for Proposals.
- 13.2 The HKADC reserves the right at any time during the selection procedure to change any aspect of this Invitation for Proposals, to issue an amended Invitation for Proposals, or to refuse to consider any applicant (or prospective applicant). All applicants acknowledge that the HKADC may decide to organise the Project on its own or without officially appointing any third party.
- 13.3 The HKADC has taken all reasonable care to ensure that this Invitation for Proposals is accurate in all material respects. This Invitation for Proposals is provided by way of explanation of the requirements of the HKADC in relation to the Project and neither the HKADC nor any of its representatives, agents, employees or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this Invitation for Proposals nor shall they be liable for any loss or damage suffered by any prospective applicant, the applicant and/or any third party in reliance on this Invitation for Proposals or any subsequent communication with the HKADC.
- 13.4 No prospective applicant or applicant is entitled to make any announcement relating directly or indirectly to this Invitation for Proposals and, in particular, to its proposal. Each applicant acknowledges and agrees that the HKADC shall have the sole right to make any announcement in relation to this Invitation for Proposals and/or the selection of the successful applicant.
- 13.5 Each applicant is responsible for all costs, expenses and liabilities incurred by it in the preparation of its Proposal, any responses to requests for further information by the HKADC and any negotiations with the HKADC following receipt by the HKADC of the Proposal of the applicant (whether or not an Agreement is entered into with such applicant or not) and irrevocably and unconditionally waives any rights it may have to bring a claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any applicant, the selection procedure or otherwise in relation to the

Proposal or this Invitation for Proposals.

- 13.6 All Proposals and related materials or documents submitted therewith shall be retained by the HKADC for such period as it may in its entire discretion decide and shall not be returned to any applicant and may, in the like discretion of the HKADC, be destroyed.

#### **14. CHANGE OF PROJECT DETAILS**

Prior notification in writing must be made to the HKADC for approval on material project change(s), such as postponement<sup>1</sup>, major changes to the content and budget of the project, etc. The HKADC reserves the right to vary the grant or to handle the case in a manner it sees fit should there be unauthorized changes to the proposal.

#### **15. COPYRIGHT**

- 15.1 To facilitate the assessment of Project Grant applications, the applicant agrees to authorise the HKADC to duplicate and distribute application documents to Council Members, Arts Advisors, Examiners, the Home Affairs Bureau, other Government departments and external consultants for reference. The applicant also agrees to authorise the HKADC to possess, process and archive application documents submitted by the applicant.
- 15.2 If the application documents submitted by the applicant contain material (including but not limited to any written, verbal, graphic/image production or other format), in which intellectual and industrial property rights belonging to other parties/organisations subsist, it is the applicant's responsibility to obtain prior written consent from the holder of such intellectual and industrial property rights for their use and exploitation so to (a) enable the HKADC to carry out the assessment under Paragraph 8 hereof and to (b) enable that the project can be implemented successfully without infringement or claims from third parties. The HKADC reserves the right to request certified copies of such prior written consent.
- 15.3 If the contents of the application incorporate the duplication, distribution or publishing of works and materials, etc. (including but not limited to any written, verbal, graphic/image production or other format), in which intellectual and industrial property rights belonging to other parties/organisations subsist, it is the applicant's responsibility to obtain prior written consent from the holder of such intellectual and industrial property rights to ensure that the project can be implemented successfully without infringement or claims from third parties. The HKADC reserves the right to request certified copies of such prior written consent.
- 15.4 The applicant must ensure that the HKADC will not violate the Copyright Ordinance (Chapter 528) of the laws of Hong Kong or other relevant ordinances or infringe in any way any intellectual and industrial property rights of any nature whatsoever of any person due to the receipt, examination, possession, processing or archiving or otherwise use or exploitation of any documents, information, project contents of application submitted by the applicant. The applicant shall indemnify and keep indemnified the HKADC, its

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<sup>1</sup> If the project/project report is overdue, the grantee may apply to HKADC for extension, and HKADC shall have absolute discretion in deciding the use of the remaining grant amount, and may generally extend the deadline to four years after the notification of result as the final deadline of utilisation. The Grantee shall also comply with the principle of "being reimbursed on an accountable and reimbursement basis", and submit the valid expenditure accounts in relation to the Scheme which have been checked/audited before utilising the grant. Otherwise, HKADC may exercise its absolute discretion to demand the return by the Grantee of all the expenses grant or deduct part of it which have been utilised, including the spent amount of grant which does not have valid receipts or audit evidence.

respective directors, officers, employees, representatives, advisers, authorised users and/or agents (including Council Members, Arts Advisors, Examiners, the Home Affairs Bureau, other Government departments and external consultants), on a full indemnity basis, from and against any and all losses, damages, claims, liabilities, actions, demands, fees, costs and expenses (including but not limited to legal fees, costs and expenses) which the HKADC, its respective directors, officers, employees, representatives, advisers, authorised users and/or agents (including Council Members, Arts Advisors, Examiners, the Home Affairs Bureau, other Government departments and external consultants), may incur or suffer in connection with, or arising out of the failure of the applicant to comply with the duties or requirements set out in this Paragraph 15.

- 15.5 As a measure to promote art developments, HKADC supports the autonomy and independence of arts practitioners/arts organisations and encourages arts practitioners/arts organisations to maintain ownership of and manage its own intellectual property. As such, unless specified as conditional requirements by HKADC, successful applicants who receive the Grant from HKADC generally will retain and own intellectual property (including but not limited to the trademark or copyright) of its creative works or activities. The successful applicants shall take all necessary steps and adopt appropriate policies to own, ensure, protect and promote the intellectual property (including but not limited to trademark, patents, design or/and copyright) deriving from its creation or activities. Successful applicants shall ensure that their provision of any work or material in performing the activities, the use or possession of the same by the HKADC, their deliverables or creation or any part thereof are original works and that the same does not and will not infringe, in any way intellectual and industrial property rights or other rights of any nature whatsoever of any person. Successful applicants shall also ensure that their creation or activities are free from all liens and encumbrances.
- 15.6 Successful applicants, however, shall unconditionally grant to the HKADC a royalty free, fee-free, irrevocable perpetual non-exclusive worldwide and sub-licensable license exercisable at any time by the HKADC in its sole and entire discretion to use, reproduce, publicise, upload, store, distribute and broadcast to the public, post and in any way exploit for all purposes the contents, whether in full or in part, of the work or publication of or materials relating to the activity of the successful applicants, on any website, annual report, publication, or other publicity material, platform or media (regardless of the existing one, or the one to be launched or created) owned, managed, engaged or published by the HKADC. Where it is not legally possible for the successful applicant to grant the above license to the HKADC, the successful applicant shall at its own cost and expense (which shall not be paid out of the grants) procure that the relevant intellectual and industrial property rights owner shall grant identical rights to the HKADC. Successful applicants must ensure that they have full rights and authority to grant all the rights granted to the HKADC hereunder.

## **16. FREEZE POLICY**

- 16.1 The project must be implemented in accordance with details and dates set out in the grant application and the Agreement. The grantee has the responsibility to take initiative to submit by the stipulated dates, promotional materials, other details of the plan, proof of project completion, project report and the audit report, failing which the HKADC reserves the right to recover the amount paid to the grantee and the grantee name will be on the frozen list of the HKADC.
- 16.2 All persons and organisations whose name is on the HKADC Freeze List will not be

eligible to apply for and receive any HKADC grant during the overdue period and the six-month frozen period after the overdue item is completed/submitted.

- 16.3 If a key participant in an application is a person/organisation whose name is on the HKADC Freeze List, the application will not be accepted by the HKADC for consideration during the period that the person/organisation in question is on the HKADC Freeze List.
- 16.4 Grantees who failed to complete the project/submit the project report and were listed on the HKADC Freeze List for three times or more, the HKADC reserves the right to extend their frozen period to one year.

## **17. TREATMENT OF PERSONAL DATA**

- 17.1 According to paragraph 2.3.3 of the Code of Practice on the Identity Card Number and Other Personal Identifiers issued by the Personal Data Privacy Commissioner ('The Code'), the HKADC may collect the ID card number of the authorised signatory of the Arts Organisation to verify the identity of the Arts Organisation and/or to identify applications related to the Arts Organisation.
- 17.2 Personal data contained in the application documents are used by the HKADC to facilitate the processing and assessment of grant applications. Failure to provide such data may affect the assessment and result of the application.
- 17.3 If there is any amendment to the personal data on the application documents, the applicant should inform the HKADC in writing to ensure that the personal data held by the HKADC is correct at all times. To help promote arts development and be transparent, the HKADC may publish information concerning successful grant applications in its annual report, website, newsletter and other publicity material; the HKADC may also use such information for its own research or policy development purposes. The applicant shall allow the HKADC to publish and use such information. If the applicant does not wish to receive any publicity material from the HKADC or related organisations, please notify the HKADC in writing.
- 17.4 To facilitate the process of grant assessment, the applicant must allow the HKADC to reveal personal data contained in the application/duplicate audio/video recordings of past performances/activities submitted by the applicant to the HKADC members, advisors, examiners, the Home Affairs Bureau, other Government departments, and any other persons involved in the adjudication of the applications.
- 17.5 The submitted proposals may be assessed by the HKADC Members, examiners/assessors or consultants. The applicant must accept that the contents of such reports can be disclosed to the public.
- 17.6 The HKADC will not release information that would harm the applicant's personal or business activities.

### Inquiry of Personal Data

- 17.7 According to paragraphs 18, 22 and point 6 in annex 1 of the Code, the applicant has the right to know if the HKADC holds personal data related to oneself and to the participants of the project, and may obtain a copy of the data from the HKADC and to amend any inaccurate information contained. Such requests in writing should be addressed to the Chief

Executive, Hong Kong Arts Development Council, 10/F, 1063 King's Road, Quarry Bay, Hong Kong.

## **18. THE PREVENTION OF BRIBERY ORDINANCE**

- 18.1 The Hong Kong Arts Development Council is a 'public body' under the Prevention of Bribery Ordinance Cap 201. All HKADC members (including Committee members, Examiners and Arts Advisors) and staff must abide by the regulations related to the acceptance of advantages.
- 18.2 Under Chapter 201 Section 4 of the Prevention of Bribery Ordinance, the offering of any advantage to, or the soliciting or acceptance of any advantage from, any HKADC member (including Committee members, Examiners and Arts Advisors) and staff is strictly prohibited. Applicants should be aware of, and abide by, the regulations.

## **19. REVIEW PROCEDURES**

- 19.1 The decision of the HKADC is final. However, the HKADC reserves the exclusive discretion to receive review applications over the decision of the assessment panel by unsuccessful applicants, which would be reviewed by a review committee assigned by the HKADC. Review applications to the assessment panel decision must be made in writing by completing a standard form obtainable from the HKADC and submitted within 30 calendar days from result notification.
- 19.2 Review applications against artistic appreciation and judgement will not be accepted. The review committee will review cases only on grounds of improper processing procedures and/or rejection of Proposal due to the decision made based on inaccurate information. These claims must be substantiated by the unsuccessful applicant by concrete reasons.
- 19.3 Depending on the competition, the HKADC reserves the right to set additional assessment criteria which are objective and do not contradict existing ones to facilitate the processing of applications; appeals against such additional objective criteria are not accepted.

## **20. DECLARATION**

By the submission of the Proposals by way of the application, the applicant declares and warrants:

- 20.1 The applicant has obtained, read and understood the Invitation for Proposals and confirms that the applicant fully understands and will comply with it.
- 20.2 The applicant declares and warrants that all information given in the Proposals is fully comprehensive and is correct at the stated date when given and will not be amended without the prior written approval of the HKADC.
- 20.3 The applicant hereby list out all current HKADC members, arts advisers, examiners and staff who will be involved in this application (if any).

## **21. ENQUIRY**

For enquiries, please contact our office at 2827 8786.

## **22. ALL RIGHTS RESERVED**

The Hong Kong Arts Development Council reserves the right, in its absolute discretion, not to accept any application/proposal submitted in response to this Invitation. The HKADC also reserves the right to amend or to supplement or to cancel this Invitation at any time without further notice.

Hong Kong Arts Development Council

6 September 2019

[In case of discrepancy between the Chinese and English versions, the Chinese version shall prevail.]