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建造業議會 研究政策

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1. 背景

根據建造業議會條例（香港法例第587章），建造業議會（議會）於2007年2月1日成立。根據條例，議會其中一項職能是鼓勵研究活動及促進創新技術的應用，以及建立或促進建築業標準的制定。

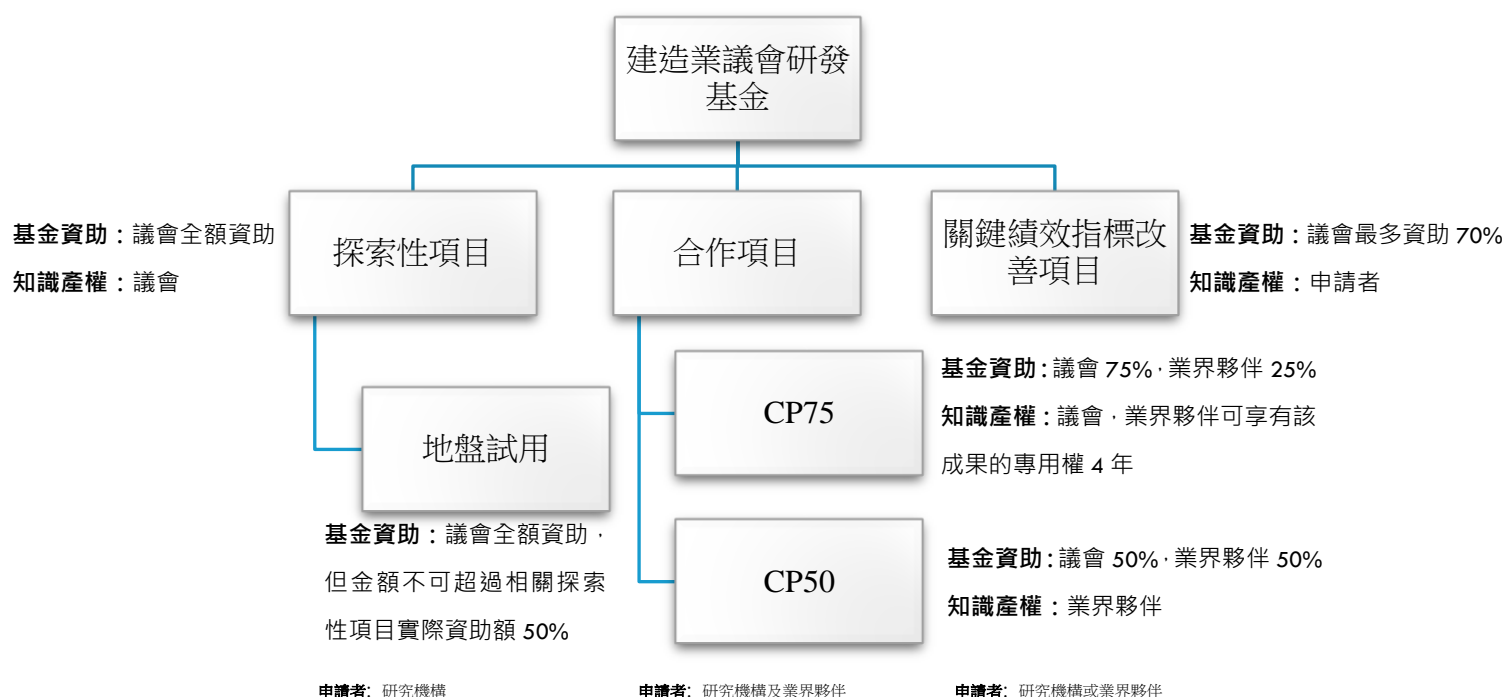
議會相信創新研發對於本地建造業之發展至關重要，並致力於與所有業界持份者緊密合作，因應業界需求並發起相關研究項目。議會亦設立研究及技術發展基金（研發基金）以向有利於香港建造業的研究項目提供資助，資助範圍包括 (i) 建築信息模擬，(ii) 建造採購和項目管理，(iii) 建造生產力，(iv) 建造安全，及 (v) 綠色建築。

議會願景為促進香港建造業之卓越。此研究政策旨在為達成此願景所進行的研究項目提供一個管理框架。

2. 建造業議會研發基金計劃

基金主要有以下三種模式

- i. 探索性項目計劃和有關的地盤試用計劃；
- ii. 合作項目計劃；及
- iii. 關鍵績效指標改善項目計劃。



申請人可按先後次序申請各項計畫下的資助，以推行一項需要不斷進行研究和開發工作的重大項目，以便在建築工程實踐中得到實際執行。議會將根據自身情況對每一個申請進行審議。

2.1 探索性項目計劃和有關的地盤試用計劃

此計劃主要用於支持本地研究機構提出的創新理念，此類項目目前可能無法直接應用於業界，但可以作為業界進一步將創新理念實用化的基礎。

地盤試用計劃用於補充探索性項目計劃，其對研究者提供額外撥款以實施地盤試用以測試研究成果的實用性。撥款額度最高可達相應探索性項目實際資助額的50%。此計劃目的在於從探索階段開始促進項目成果的實用化和商業化。議會擁有探索性項目和地盤試用項目所產生的所有知識產權。

2.2 合作項目計劃

在合作項目計劃中，一個行業組織（共同申請人）可與一個本地研究機構（主申請人）合作進行研究或者反之，以解決對業界具有廣泛影響的具體問題。共同申請人最少需承擔項目費用的25%，並在項目中同議會一起指導項目以達成所期望之結果。此計劃有兩種方案(如下表)

選項	議會撥款比例	共同申請人撥款比例	知識產權
CP75	75%	25%	議會持有，共同申請人可享有該成果的專用權4年
CP50	50%	50%	共同申請人持有

2.3 關鍵績效指標改善項目計劃

關鍵績效指標改善項目計劃旨在鼓勵業界通過開展相關研究，以開發新的設計，設備，處理，系統等，並在業界實際應用，以提升地盤安全（例如減少或避免安全隱患，提昇工地安全，減少危險暴露等），地盤生產力（例如減少循環作業時間，減少人力、花費，和提高產出等），或綠色建築（例如減少碳排放，減少建築和拆卸廢物等）。

項目實例如發展創新的預製體系以消除腳手架的使用，減少吊車的利用，及最小化預製構件安裝時可能的損害，從而顯著提高施工安全，生產率及工程質量。另一個例子是開發優化物流的創新流程，以最大限度地降低組裝合成模塊向香港市區不同類型建築工地運輸的成本和提高可靠性。這些提升需通過申請者提出的關鍵績效指標進行估計和量化。議會可撥款不多於項目金額的 70%，研究產生的知識產權將歸申請人所有。

2.4 聯合資助

合作項目計劃模式亦適用於由香港特別行政區(香港特區)政府資助的研究計畫（如創新科技署轄下的創新及科技基金）。在此情況下，申請者/共同申請者須同時向議會和香港特區政府提出申請，議會可承擔業界夥伴之角色。有關項目知識產權及相應條款需與相關方進行協商。

2.5 利益分享

議會鼓勵合作項目計劃及關鍵績效指標改善項目計劃的申請人與業界分享研究成果所帶來的益處，即在評估申請時考慮到利益分享。利益分享的形式可以是免除使用研究成果的許可和/或特許權使用費，以折扣價向本地持份者提供研究產品等。議會期望在這兩種方案下進行的研究包括地盤試用。

2.6 成果推廣

為推廣研究成果，從而提高本地建造業的整體水準，申請基金的研究人員需要提交書面報告，並須解決就許可他人提供的資料予以公開的相關問題。研究人員將

受邀在議會期刊上刊登研究論文；還可能被邀請與議會進行合作，例如在建造業議會創新和科技應用中心展示研究成果，做一個有關研究的視頻，或在議會舉辦的研討會/會議上發表研究數據及成果；也可能被要求協助制定可能使整個行業受益的措施，例如制定創造市場需求的措施和確定研究產品的供應鏈。

3. 申請和評估

3.1 申請資格

i. 探索性項目及地盤試用計劃

所有依照香港特區法例規定成立或註冊的研究機構¹，均有資格向議會申請經費作有關香港建造業的研究。地盤試用計劃的申請者須為議會資助的探索性項目計劃下之研究項目執行機構，並且此研究項目已得出有效結論並接近完成。

ii. 合作項目計劃

主申請人必須是研究機構，且與行業組織² (共同申請人)合作。提交申請前，首席研究員須獲得建議書中所涉及相關方之同意。如果申請成功，主申請人、共同申請人和議會將簽署議會提供的研究協定。該計劃下可與多於一個業界夥伴進行合作。

iii. 關鍵績效指標改善項目計劃

申請者必須是依照香港特區法例規定成立或註冊的研究機構或與建造業有關的組織。

3.2 申請程序

議會將邀請研究機構及業界持份者提交研究建議書。議會將在收到申請後的五個

¹ 研究機構包括創新科技署下屬的研究中心，本地大學（所有由大學資助委員會資助之研究機構），及根據《專上學院條例》(第 320 章)、《職業訓練局條例》(第 1130 章) 或《香港都會大學條例》(第 1145 章) 註冊的自籌經費的機構。

² 業界夥伴指任何香港註冊與建造業相關的企業或組織，其須有簽署一份合約所需的合法能力，其可以是公共機構，政府機構，私人公司，非政府組織，行業組織或專業機構，而私人公司須提交商業登記證。

工作天內，向申請人發出認收通知書。申請者需向議會提供下列資料：

- 由主申請人及共同申請人簽妥的申請表；申請表可通過議會網站下載：
http://www.cic.hk/chi/main/research_data_analytics/research_fund_application/
- 不多於五頁A4紙的研究建議書，當中包括研究範圍及目標、主要研究成員（首席研究員/報告的作者和輔助專家）、研究方法、數據來源、需要器材、預計成果/科研產品、預算費用及計劃、其他經費資助及對建造業的效益；
- 合作機構及／或業界夥伴的支持信件（如適用）；
- 承諾作出贊助的機構信件（如適用）；
- 研究團隊每位主要成員的一頁履歷表，包括成員取得的證書，在相關研究領域的資歷，以及申報與議會的潛在／既有利益衝突。
- 如未能提供所有必需的文件，可能會延誤申請程序，或導致申請被拒絕。

3.3 評審程序

對已收到的研究建議的評估一般遵循以下程式（可參閱附錄甲）：

- i. 議會秘書處將對每份申請進行初步篩選，並可能向申請人尋求澄清或補充資料；
- ii. 入圍的研究建議書將由議會相關專責委員會進一步評估，申請人須向委員會介紹研究建議書內容，並可能被要求修改建議書；
- iii. 議會會以書面形式通知研究機構最終評審結果，若成功申請，雙方會簽訂一份協議，研究建議書將構成此協議的一部分；若申請不成功，申請人會被告知原因。

關於知識產權，利益分享及其他安排，需經有關各方協商，在研究開始前達成一致，並在研究協議中載明。

3.4 評審準則

主要評審準則如下：

i. 研究價值

- 研究成果對香港建造業是否有實際用途；
- 研究成果能否造福建造業，包括建造安全、建造生產力、綠色建築、建造採購和項目管理，以及建築信息模擬等的提升；
- 研究成果之應用是否需要建立製造商/供應鏈。

ii. 成本效益

- 相對傳統方法和技術，研究成果可否以快速、經濟有效的方式應用於業界，包括在建築工程中採用研究產品是否有經濟誘因，以及是否存在供應研究產品的商業案例；
- 研究成本需與預期使用研究產品所獲得的利益相稱；
- 有否與其他研究機構/組織之研究重複。

iii. 項目實施

- 研究團隊是否勝任有關研究活動，此項將考慮到團隊的經驗、資格、研究業績及可用資源；
- 研究範圍，方法，所擁有之數據及設施，期望之研究成果是否符合研究目標；
- 是否需要地盤試用和實際測試來驗證研究成果及在實際項目中應用的可能性；
- 是否需要行業組織一起合作，以促進項目成果的實用化；
- 提出的預算研究費用和計劃是否合理及切實。

3.5 研究預算

研究預算額須清楚訂明。預算額須詳細列出下列由研究開始日至完成日期間的詳細分項支出數目。

人力資源：項目經費可用於支付專門為項目雇用的工作人員的薪金和一般附帶福利。

設備：應向議會提供購買設備的原因並得到批准。申請人須提交為該項目採購或租用的設備清單，以及在項目實施過程中使用該設備需要的費用。議會可要求申請人在項目完成後，將購買的任何設備轉讓給議會或其他地方，否則申請人必須在項目完成或終止協議後至少兩年內保存為項目購買的所有設備。

會議/研討會：申請人可在得到議會事前批准的情況下，將中期/最終研究結果在相關的會議/研討會中發表。

行政管理費用：研究機構的行政管理費用，包括審計費用都可以列入項目預算。

議會將支付不超過議會批准資金的實際費用。下列費用不應包括在撥款申請內：
一般辦公設備；購買/設立/租賃/翻新辦公室成本；組成或成立有限公司或機構；攤銷或不代表實際發生的撥備；款待開支；膳食；本地交通開支；比賽現金獎；資本融資開支（例如按揭及貸款／透支利息）；以及其他與該項目無關的其他成本。

3.6 獲批經費

若議會認為任何一項開支過量或不屬議會研發基金資助範圍，獲批經費將少於申請金額。如有經費處理不當或財務管理欠缺紀律的情況，議會將記錄並納入下次同一申請人申請時的考慮因素。就牽涉或由於申請人未能適當處理獲批經費而令議會遭受或構成的任何損失、損毀、費用、開支及法律責任，議會均保留對申請人的申索權利。

4. 實施

4.1 項目監控

4.1.1 報告

議會將通過比較研究成果與研究建議中的預期成果對項目有效性進行評估。申請者須提交下列三項研究報告，在適當情況下，這些研究報告將提交給議會有關專責委員會、小組委員會、專責小組和/或工作組，以徵求意見和批准。議會可能在項目實施期間參觀現場試驗，或實驗室測試。為造福業界，議會可視情況將報告內的資料及資料公開，並分發給相關業界持份者。

進展報告：申請人必須在第一個月向議會提交進度報告，並每三個月提交額外的進度報告。進展報告的格式將由議會指定，報告須包括已完成之諮詢、關鍵活動的進展、採購、支出、成果，以及後續將進行的工作等，可參閱附錄丙的報告樣本。

中期報告：申請人須根據議會要求或研究建議書提交中期報告，匯報研究的中期成果。

最終報告及摘要：申請人須根據合約指定日期前，以議會指定格式呈交一份最終報告及報告摘要，可參閱附錄丙的報告樣本。報告內容須包括但不限於以下幾個方面：

- i. 文獻綜述；
- ii. 對已完成工作的描述；

- iii. 研究方法及數據來源；
- iv. 相關業界持份者觀點；
- v. 原始數據及可量化之結果（如適用）；
- vi. 其他相關研究產物，例如新設計方法，裝置，試驗流程，系統，應用等；
- vii. 根據研究建議中的預期成果對實際研究成果進行評核；
- viii. 結論及對項目未來在建造工程中實際實施的建議。

4.1.2 匯報

除報告要求外，首席研究人員須在適當情況下向議會及其專責委員會、小組委員會、專責小組及/或工作組匯報中期/最終報告及研究成果，並根據議會需要提供雙語匯報材料。

每項研究項目的成效均會加以評核，評核結果會影響同一申請人日後取得議會研究經費的機會。

4.2 付款及會計安排

視乎協議書條款，經費（受批准的預算限制）將按議會及申請人同意的付款時間表發放。若無另外協商，一般為每個季度發放。對合作項目計劃，經費將根據配對原則發放，即共同申請人贊助款到帳後，議會隨之撥款。對於關鍵績效指標改善項目計劃，議會累計撥款最多只可至撥款總額之70%（受批准的預算限制）。餘下之撥款將在項目達到關鍵績效指標所期望之標準，並且經議會相關專責委員會批准後才發放。

若研究機構延遲提交項目進展報告／研究報告，或研究進展/結果未能達到議會要求，議會將保留不支付研究機構相關費用的權利。最後一筆付款應在議會相關

專責委員會同意最終報告和交付成果後支付。根據最終審計賬目，申請人必須在項目完成或終止時將所有剩餘資金返還給議會。

4.3 審計

除非議會另行訂明，申請人須按主流會計準則，保留恰當及獨立的簿冊及記錄至研究項目完成後七年。議會可於研究期內任何時間至研究完成後七年時間內，透過議會或議會代理人進行該等簿冊及記錄的財務審計及檢查。

研究項目完成／終止時，申請人須於議會指定時間內向議會呈交一份項目的帳目表。項目帳目表須由獨立核數師進行審計。核數師須為根據《專業會計師條例》註冊的獨立核數師，並遵守《香港核證聘用準則3000》(修訂)：「歷史財務資料審計或審閱以外的核證聘用」，申請人須向核數師提供有關項目的所有資訊。

5. 其他管理事宜

5.1 合約規定

申請人須簽署一份由議會預備的協議書，以展開獲批核研究項目，而有關條款及條件由議會決定，申請人可參閱附錄乙的協議書樣本，除非以書面形式提出異議，否則申請人會被視為接受並同意受協議條款和條件的約束。

5.2 事先批准規定

獲批核研究項目須按協議書嚴格執行，對項目或協議書的任何修改、修訂或增補，例如更改項目範圍及撤換首席研究人員/主要研究團隊成員等，均須得到議會事先書面批准。如申請人將獲批准的研究項目的全部或部分轉讓或轉包給另一方，亦須事先獲得議會的書面批准。

5.3 暫停或終止經費支持

假如出現下列情況，議會將保留暫停或終止獲批核研究項目經費支持的權利：項目進展達不到要求；或完成項目的機會渺茫；或違反協議書條款及條件；或由於情況轉變等，議會認為適合終止有關項目。

對於已暫停或終止的研究項目，申請人可能須在議會指定時間內，退還全部／部份經費。對於已撥款及已使用的全部／部份經費，議會保留向申請人申索的權利。

5.4 知識產權及出版權利

第2節已明確說明議會研發基金資助下不同研究模式的知識產權歸屬。若研究項目中部份知識產權屬申請人的以往研究，而非議會撥款的成果，該知識產權將就個案由議會與申請人討論及協商而定。

對於探索性項目計劃資助的研究項目，議會擁有自由運用及出版研究數據及成果的權利，並且在涉及研究項目之出版物中，議會有權引用申請人之名稱。以事先得得到議會同意為前提，申請人亦可使用從項目取得的數據和研究結果作教育和非牟利用途。如申請人希望發表有關資料或結果，必須事先取得議會的書面許可，此項規定並不適用於公眾領域。對於合作項目計劃和關鍵績效指標改善項目計劃下的項目，獲得的研究數據和結果必須在相關利益方，包括業界夥伴，數據所有者，議會及其他資助者（若適用）的同意下方可公佈。

5.5 資助鳴謝及免責聲明

申請人所出版的和刊載的所有有關獲批核研究項目內容必須加上以下鳴謝議會支持及免責聲明:

「本研究由香港建造業議會資助，本文的發表已事先得得到建造業議會執行總監批准，所載內容與建造業議會立場無關。」

5.6 個人資料處理

所有呈交議會的個人資料均按照個人資料（私隱）條例相關條文處理。所有就申請議會經費而提供的個人資料，將供議會或議會的獲授權代理人就有關下列活動所用：

- i. 處理及核實經費申請；
- ii. 議會支付撥款和退還撥款（如有）；及
- iii. 統計及研究目的。

申請人於其申請中提供的個人資料，將會保密處理。若有需要就上述目的資料作出披露，或按法例授權或規定需作出披露，或申請人已提供明確同意作出有關披

露，有關資料仍有可能向香港境內或其他地方的第三方披露。若有需要，議會就上述情況聯絡政府部門及其他相關機構，核實個人資料。

根據個人資料(私隱)條例，被議會收集個人資料的申請人可要求取得有關資料，議會將收取提供資料的影印費用。若資料對象認為已提供的個人資料有誤，可書面提出更正。

5.7 防止賄賂

根據《防止賄賂條例》，向議會任何人員或代表或成員提供利益以期影響對申請的批核情況，均屬犯罪。申請人或其僱員或代理人若提供此等利益，將令申請無效。議會亦可取消已批准的申請，並要求申請人承擔議會可能蒙受的任何損失。

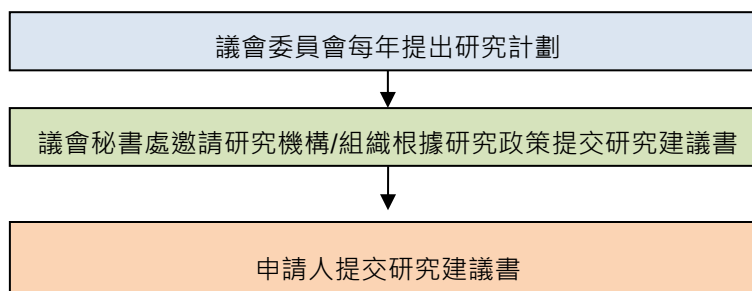
5.8 彌償保證

申請人須對議會遭受或承擔因申請人違反協議書任何條款及條件而導致針對議會而提出或確立的所有損失，申索，要求，損毀，費用及法律責任，作出補償。就預備及提交研究建議書方面，無論是否成功尋求經費支持或在其他情況下，申請人或其任何僱員，或申請人的代理人，公職人員或關連人士，均不可從議會尋求或申索任何賠償，發還金額，損害賠償，補償或寬免。

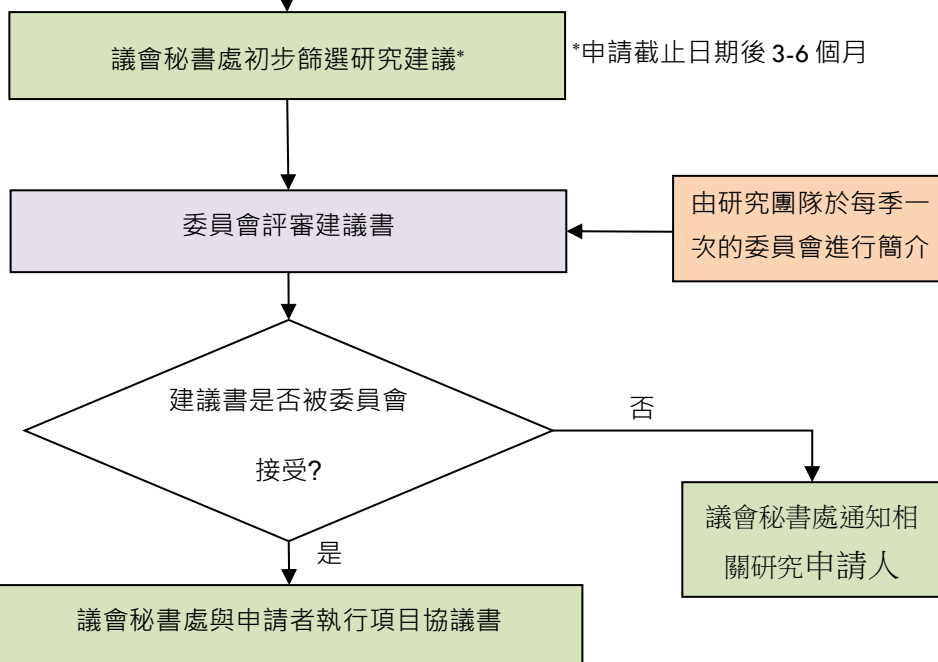
附錄甲. 議會研發基金運作流程

(a) 邀請

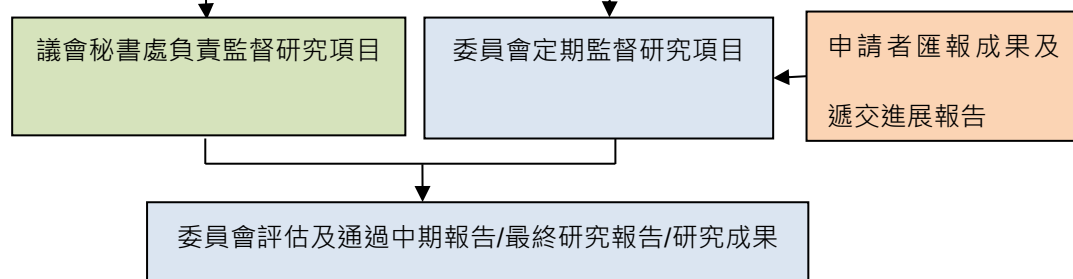
議會委員會
議會秘書處
首席或副申請人



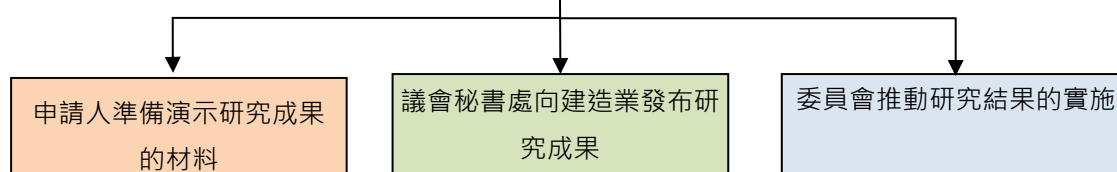
(b) 評估&審批



(c) 監督



(d) 實施



附錄乙. 協議書樣本

(只提供英文版本)

探索性項目

RESEARCH AGREEMENT

This Research Agreement (the “**Agreement**”) is made on the DD day of MM, YYYY between the CONSTRUCTION INDUSTRY COUNCIL (“**CIC**”) of 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon and the XXXXX (“**Researcher**”) of Researcher’s Address. Each of the CIC and the Researcher is hereinafter referred to as a “**Party**” and, collectively, the “**Parties**”.

WHEREAS:

- (A) The Parties intend to conduct the Research on *Name of Research Project* (the “**Project**”); and
- (B) The Parties wish to set out the terms upon which the CIC will commission the Researcher to carry out the Project aiming at the following objectives:
 - i) Objective 1
 - ii) Objective 2
 - iii) Objective 3

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of Project

- 1.1 Subject to and in accordance with the terms of this Agreement, the Parties agree that the Researcher shall undertake the Project as detailed and mutually agreed in the research proposal attached hereto as Annex 1 (the “**Research Proposal**”) which forms part of this Agreement.
- 1.2 The Researcher shall commence the research and related work under the Project on the Commencement Date (as defined in Clause 1.4 below), and shall provide and/or make use of adequate facilities; obtain any requisite materials, equipment and personnel to carry out the Project diligently and to the highest professional standards, and in accordance with all applicable laws and regulations, the terms of this Agreement and any additional requirements the CIC may reasonably require, within the scope set out in the Research Proposal and the time schedule set out in Clause 1.4.
- 1.3 The Researcher shall ensure that those individuals named in the Research Proposal or such other individuals as approved by the CIC (the “**Research Team**”) shall devote such time and resources as are required and detailed in the Research Proposal to complete the Project in accordance with this Agreement.

- 1.4 The Project should commence on DD MM YYYY or any other date as mutually agreed between the Parties in writing (the “**Commencement Date**”), and will be completed within xxxxxx (XX) months after the Commencement Date, subject to acceptance of the Reports (as defined in Clause 2.5 below) by the CIC (as the same may be extended by operation of this Agreement or the written Agreement of the Parties) (the “**Project Period**”). Subject to any early termination under Section 7 below, this Agreement shall be construed as governing the rights and obligations of the Parties from the Commencement Date (or any earlier performance of obligations arising under this Agreement) and remain in full force and effect until all outstanding queries from the CIC in relation to the Project shall have been addressed or such other date as the Parties may agree in writing (the “**Term**”).

2. Operation of the Project

- 2.1 The CIC will oversee and monitor the work of the Research Team and the progress of the Project (including but not limited to the review of submissions, meeting and discussion with the Research Team, adherence to the scope of the research and the budget, and the achievement of milestones and deliverables). The CIC shall be entitled to make recommendations to the Research Team as may be necessary to ensure the effectiveness of the Project.
- 2.2 Name of PI of the Researcher shall be the key investigator of the Project (the “**Principal Investigator**”) and shall work with other members in the Research Team according to the Research Proposal and comments of the CIC.
- 2.3 The Principal Investigator should present the research findings and products to the relevant Committees(s), Sub-committee(s), Task Force(s) and Working Group(s) of the CIC and other parties as deemed appropriate by the CIC. The presentation materials may be required to be bilingual if deemed appropriate by the CIC.
- 2.4 In the event, for reasons beyond its control, the Researcher is unlikely to provide or maintain any members, including the Principal Investigator and other investigators, advisors, supporters and collaborators, of the Research Team as specified in the Research Proposal, the Researcher should report to the CIC as soon as practicable and propose as far as possible for the CIC’s approval (which approval shall not be unreasonably withheld or delayed) of a substitute staff having qualifications and experience comparable with the staff who is leaving the Project. The Researcher acknowledges that any changes of members in the Research Team shall not discharge the Researcher’s obligations under this Agreement.
- 2.5 Unless otherwise agreed in writing by the CIC, the Researcher shall submit the following Reports to the CIC:

- 2.5.1 **Progress Reports** - The Principal Investigator shall submit a progress report of the Project every three (3) months from the Commencement Date during the Project Period, in a format specified by the CIC. The contents of the progress reports shall include but not be limited to the progress of key activities, achievement of expected deliverables, consultations made, and work to be carried out in the remaining time of the Project Period.
- 2.5.2 **Final Report and Summary Report** - The Principal Investigator shall submit the Final Report and bilingual Summary Report of the Project, in a format specified by the CIC, within xxxxx (XX) months from the Commencement Date. Among other things, the Final Report and Summary Report should include a detailed account of the methodology of the research, views from relevant stakeholders, achievements of the research, applications in the construction industry, conclusions and recommendations, and the proposed way forward according to the research results. In order to benefit the industry, information in the Final Report and Summary Report may be made public and disseminated to relevant stakeholders as deemed appropriate by the CIC.
- 2.5.3 The reports mentioned in Clauses 2.5.1 and 2.5.2 above shall be known collectively as the “**Reports**”. Notwithstanding the foregoing, if necessary or desirable in its opinion, the CIC shall be entitled, subject to reasonable prior appointment, to meet with the Principal Investigator and/or other members of the Research Team to discuss the progress of the Project.
- 2.5.4 On request from the CIC, the Researcher shall provide to the CIC any other information, data, records or reports in relation to the research under this Project.

3. **Finance**

- 3.1 The cost of the Project shall be fixed at Hong Kong Dollars XXXXXX only (HK\$ xxx,xxx) (the “**Project Cost**”) which sum shall be paid by the CIC into the Project Account. The payment shall be paid in XX (xx) number of instalments in accordance with the below payment schedule and conditions/deliverables.

Payment Stage No.	Amount (in HK\$)	Anticipated Payment Due (from the Commencement Date)	Conditions / Deliverables

1 st	\$xxx,xxx (Max 10% of the payment by CIC)	Upon signing of the Research Agreement	N/A
2 nd	\$ xxx,xxx	X Months	Upon receipt of the 1 st Progress Report and acceptance of items of the 1 st Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
3 rd	\$ xxx,xxx	X Months	Upon receipt of the 2 nd Progress Report and acceptance of items of the 2 nd Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
4 th	\$ xxx,xxx	X Months	Upon receipt of the 3 rd Progress Report and acceptance of items of the 3 rd Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
5 th	\$ xxx,xxx*	XX Months	Upon receipt and acceptance of the Summary Report, the Final Report by the CIC with satisfaction.

* The amount of last payment is provisional as the residual funds shall be deducted from such amount, subject to the final audited statement of the Project.

- 3.2 The Researcher shall be responsible for all costs, including hire of specialist(s) and sub-contractor services required for the satisfactory completion of the Project, in excess of the Project Cost without any recourse to the CIC. Any additional fee or expenses incurred directly or indirectly in this Project shall be proposed by the Researcher in writing and approved by the CIC before it is

actually incurred. All approved additional expenditure shall be payable by the CIC upon endorsement of the Final Report or other payment terms as agreed by the Parties.

- 3.3 The CIC reserves the right to withhold any payments to the Researcher in the event of any delay in the submission of the Reports or any of the Reports not prepared to the satisfaction of the CIC of the Researcher's compliance with all of the terms of this Agreement or non-achievement of the milestones identified by the Researcher in the Research Proposal.
- 3.4 The Researcher shall keep an account of its expenditures on the Project ("**Project Account**") and shall submit statements of such expenditures certified by its authorized officer to the CIC together with relevant supporting documentation within one (1) month upon request from the CIC.
- 3.5 Upon completion or termination of the Project, the Researcher is required to submit an audited statement of the Project Accounts to the CIC within three (3) months after completion or termination or the time specified by the CIC. The Project Accounts should be audited by an independent auditor approved by the CIC. The expense for such independent audit shall be covered in the Project Cost.
- 3.6 Subject to the final audited statement, the Researcher shall return to the CIC all residual funds remaining in the Project Account upon the completion or termination of the Project. In the event that the amount of last payment as stated in Section 3.1 is smaller than the residual funds of the Project, the Researcher shall arrange related payment to the CIC within thirty (30) days upon receipt of CIC's notice.

4. Confidentiality

- 4.1 The term "**Confidential Information**" used in this Section 4 shall mean, subject to Clause 4.3, all information and materials generated from the Project or provided by either Party to the other Party other than information explicitly declared non-confidential by the CIC.
- 4.2 The Party who received the Confidential Information (the "receiving Party" for the purpose of this Section 4) shall retain in confidence the Confidential Information and shall not use the Confidential Information for any purpose except as permitted in this Agreement and shall not disclose such Confidential Information to any third party, except with the prior written consent of the giving Party (it being understood that the directors, officers, employees, consultants and representatives of the receiving Party shall be informed by the receiving Party of the confidential nature of such Confidential Information and shall be directed by the receiving Party to treat such information confidentially,

and the receiving Party will be responsible for such confidentiality and the consequences of any breach of such confidentiality obligation).

- 4.3 As used in this Section 4, Confidential Information shall not include the following information or materials:

- 4.3.1 which were already in the public domain at the time of disclosure; or
- 4.3.2 which, after disclosure, have become part of the public domain through publication or otherwise, except by breach of this Agreement; or
- 4.3.3 which the recipient can demonstrate based on written records was already in its possession prior to its disclosure under this Agreement; or
- 4.3.4 which the recipient receives from an independent third party which has the right to disclose it to such party; or
- 4.3.5 which are subsequently and independently developed by employees of the recipient (as evidenced by the recipient's written records) who had no knowledge of the disclosed information.

- 4.4 The obligations of confidentiality set forth herein shall not apply to any Confidential Information to the extent that such Confidential Information:

- 4.4.1 is required to be disclosed by order of a court of law or appropriate government agency provided that the recipient informs the disclosing Party as soon as possible and the disclosing Party be given the opportunity, if time permits, to make appropriate representations to such court or authority or take such action as it feels necessary, at its cost, to attempt to secure the information is kept confidential; or
- 4.4.2 has been approved in writing for publication or other disclosure by the Parties.

5. Intellectual Property Rights and Title

- 5.1 The CIC own all Intellectual Property Rights arising from the Project under this Agreement. If the associated Intellectual Property Rights are partly attributed to the Researcher's previous work not funded by the CIC, the ownership of the Intellectual Property Rights shall be discussed and agreed between the CIC and the Researcher on a case by case basis. For the avoidance of doubt, this Agreement does not affect the ownership of Background Intellectual Property Rights of any Party generated or existing before the date of this Agreement. If the Background Intellectual Property Rights of the Researcher are incorporated into the Progress Reports, Summary Report, Final Report and/or other deliverables generated under this Agreement, both Parties agree to negotiate in

good faith for a license in relation to the commercialization of the Background Intellectual Property Rights.

- 5.2 The copyright of the Reports should be vested in and owned solely by the CIC.
- 5.3 Should the Researcher's work involve any copyright or intellectual property rights infringement of a third party's work or elements partially copied or modified from the work of a third party, the CIC would not be held liable. The Researcher would bear the sole burden of such infringement or unauthorised use.
- 5.4 As between the Parties, any rights, title or interests, whether tangible or intangible, in or to any of the equipment purchased with the Project Cost shall be vested solely in the CIC. The Researcher shall cooperate in all respects to implement this provision.
- 5.5 For any equipment to be purchased or hired, justifications should be provided for the CIC's approval. The Researcher is required to submit to the CIC a list of equipment to be purchased or hired for the Project with its cost charged during project implementation. The CIC may require the Researcher to transfer any equipment purchased under the Project to the CIC or another party on project completion. Otherwise, the Researcher is required to keep all the equipment purchased for at least two (2) years after completion of the Project or termination of the Agreement.
- 5.6 The CIC acknowledges that due to the nature of the Researcher as an academic and education organisation, the data generated by the Researcher in the performance of the Project may be used for educational and/or research purposes in an anonymous manner which does not in any way identify or reference the CIC or specific information of the CIC. In the event that data will be used in a way that will identify or reference the CIC or specific information of the CIC, prior written consent shall be sought from the CIC.

6. Publications

- 6.1 The Parties agree that all proposed publications based on the research conducted for the Project and/or the Reports shall be submitted to the CIC for that purpose and that any publication of the same will be permitted only with the prior written approval of the CIC. Any such approval shall not be unreasonably withheld or delayed and will be considered against the understanding that such approval shall normally be granted in the absence of any good reason to the contrary. Such approval may be subject to conditions precedent as to the nature, form or content of any such publication. Any such approval shall not be required for the use of any information already in the public domain (which term for all purposes in this Agreement shall mean information available to the public at large and

shall not include members of restricted groups, for example, members of the CIC or individuals connected to the Researcher).

- 6.2 The Researcher agree that it shall not make any public announcements, press releases or otherwise publicise the terms of this Agreement and the results of the Project, without first obtaining prior written approval of the CIC. No Party shall use the name and/or logo of the other Party in any form of publicity, advertising or promotion without the written approval of that Party (which approval shall not be unreasonably withheld or delayed). Save that nothing in this clause shall prevent a Party from using the other Party's name and/or logo when properly referencing it in any permitted publications or parts thereof.
- 6.3 Clauses 6.1 and 6.2 shall remain in force for a period of five (5) years after the expiration of the Term or termination of this Agreement, whichever is earlier.
- 6.4 Notwithstanding the other terms of this Agreement, the CIC shall have the right to freely use or publish Reports of the Project (with or without alteration).
- 6.5 Any publication by either Party shall include proper acknowledgements as to the sources of funding, materials and information. This obligation is unlimited in time.
- 6.6 Acknowledgment of the CIC support with a disclaimer as follows should appear on all publications by the Researcher arising from the Project:

"This publication was made possible by the research funding from the Construction Industry Council. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Construction Industry Council."

7. Termination

- 7.1 Either Party may terminate this Agreement immediately by written notice upon the occurrence of any of the following events (each, a "**Termination Event**");
 - 7.1.1 the other Party (the defaulting party) commits a material breach of the terms of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notice from the Party (the non-defaulting party) specifying the breach and stating the Agreement will terminate if the breach is not remedied; or
 - 7.1.2 the other Party makes a composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) other than for the purpose of a bona fide reconstruction or a receiver or manager is appointed in respect of the whole or any part of its business or if any analogous event occurs; or

- 7.1.3 a Force Majeure Event (as defined in Clauses 8.1 below) persists or its effects cannot be remedied for a period of more than sixty (60) days.
- 7.2 Without prejudice to the generality of Clause 7.1.1 above, the Researcher acknowledges and agrees that failure to deliver the Reports or any of them to the CIC in accordance with the time schedule set out in Clause 2.5 above and failure to provide an equivalent substitute of the Principal Investigator and/or other personnel as stated in the Research Proposal in accordance with Clause 2.4 above shall constitute a material breach of this Agreement; and the CIC acknowledges and agrees that, subject to Clause 3.3 above, a failure to make payment to the Researcher in accordance with Clause 3.1 shall constitute a material breach of this Agreement.
- 7.3 In the event that the Researcher is the defaulting Party with respect to a Termination Event, the Researcher shall not be entitled to, and the CIC shall not have any obligation to pay, any cost of the Project incurred during the continuation of such event, and, if this Agreement is terminated as a result of such event, the Researcher shall not be entitled to and the CIC shall cease to have any further obligation to pay, any cost of the Project incurred after such termination. If the CIC is the defaulting Party with respect to Clause 7.1.2 above and this Agreement is terminated as a result of such event, or if this Agreement is terminated pursuant to Clause 7.1.3 above, the CIC shall pay to the Researcher any cost of the Project that the Researcher has actually incurred and is entitled to under this Agreement in respect of work for the Project that had been carried out to the satisfaction of the CIC up to the date of the occurrence of such Termination Event.
- 7.4 Subject to Clause 7.3 above, termination of this Agreement shall not affect any rights or obligations of the Parties which may have accrued prior to termination, nor shall it affect the continuance in force of any provisions of this Agreement which are expressly intended to continue in force after termination.
- 7.5 In the event of termination of this Agreement pursuant to Clause 7.1 above, all data relating to the property funded or constructed under the Project (except for, for the avoidance of doubt, the Intellectual Property Rights and copyright referred to in Clauses 5.1 and 5.2 above, the ownership of which notwithstanding any other provision of this Agreement shall be governed by Section 5 above), shall become the property of the non-defaulting Party and the defaulting Party shall ensure that such data and property are promptly delivered to (if not already in the possession of) the non-defaulting Party. No administrator, administrative receiver or other receiver equivalent or creditors shall be entitled to any lien, possessory remedy or security over such data and property.

8. Force Majeure

- 8.1 Neither Party shall be in default or liable for any loss or damage resulting from delay in performance or failure to perform or comply with the terms of this Agreement (save for the CIC's obligation to reimburse the Researcher for any Project Cost actually incurred by the Researcher in respect of work done under the Project to the satisfaction of the CIC) due to a Force Majeure Event. In this Agreement, a “**Force Majeure Event**” means such event as outbreak of diseases (e.g. SARS), death of or injury to any key member of the Research Team, acts of God, riots and insurrection, war, acts of terrorism and fire, judicial or government action, acts of civil or military authority, each of which is beyond the reasonable control of the Party whose performance of its obligations hereunder is prevented or delayed by such event (the “**Affected Party**”).
- 8.2 The Affected Party shall give written notice to the other Party within seven (7) days of the occurrence of any Force Majeure Event. In such event, the Affected Party shall take all reasonable measures to promptly remedy such Event, including measures to promptly mitigate and minimize the effect of any delay so caused and, to the extent possible, to continue promptly and diligently to perform its obligations under this Agreement.

9. Indemnity

- 9.1 Indemnification by the Researcher - The Researcher shall indemnify, defend and hold harmless the CIC, its subsidiaries and employees from and against all liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with the Researcher's breach of its obligations, representations, covenants under this Agreement.
- 9.2 Mutual Indemnification - Either Party (as an indemnifying Party) shall indemnify the other Party (as an indemnified Party) against all liabilities, claims, costs, expenses, loss and damages arising from any proceeding brought by either a third party or an indemnifying Party, and arising from the indemnifying Party's wilful misconduct or gross negligence.
- 9.3 Notwithstanding any provisions in this Agreement, the Researcher's liability shall be limited to the amount received from CIC under this Agreement.

10. Laws and Jurisdiction

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Parties irrevocably submit to the exclusive jurisdiction of the Hong Kong courts for the purpose of enforcing any claim arising hereunder subject to Section 11.

11. Dispute

- 11.1 If any dispute or difference arises between the Parties in connection with this Agreement, any Party may request that the dispute or difference be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modifications thereof being in force at the date of such request.
- 11.2 Should the mediation fail, in whole or in part, either Party may, within twenty-eight (28) days of the mediation date, upon giving written notice and by agreement of the Parties, proceed to arbitration administered by the Hong Kong International Arbitration Centre Administered Arbitration Rules for the appointment of a single arbitrator for final resolution.
- 11.3 The arbitrator shall have the authority to award all mediation and arbitration costs to the prevailing Party, at the discretion of the arbitrator. The award of the arbitrator shall be considered final and binding on the Parties.

12. General

- 12.1 In the event of any conflict between this Agreement and the Research Proposal, the terms of this Agreement shall prevail.
- 12.2 Save as otherwise expressly provided in the Research Proposal, neither Party shall subcontract, delegate or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.3 This Agreement (including the annex(es) attached hereto) shall only be amended in writing signed by the Parties.
- 12.4 This Agreement, including its annex(es), sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.
- 12.5 Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency between the Parties and save as expressly agreed herein neither Party shall have any authority to bind or commit the other Party.
- 12.6 Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail or by fax or by e-mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number or e-mail address below, or such other address or fax number or e-mail address as that Party may from time to time notify to the other Party in accordance with this clause. The fax numbers of the Researcher and the CIC are (852) xxxx xxxx and (852) xxxx xxxx respectively. The e-mail addresses of the Researcher and

the CIC are xxxxx @ xxxx and mdfunding@cic.hk respectively. Notices to the CIC shall be marked for the attention of James WONG, Senior Manager – Construction Productivity of the CIC. Notices to the Researcher shall be marked for the attention of Name of PI of xxxxxxxx. Notices sent in accordance with this clause shall be deemed to have been received three (3) working days after the day of posting if sent by registered mail, or on the next working day after transmission if sent by fax or by e-mail.

- 12.7 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 12.8 In this Agreement, words importing the plural shall include the singular and vice versa, and words importing any gender shall include the other gender.
- 12.9 Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Contracts (Rights of Third Parties) Ordinance shall not apply to this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

SIGNED BY)
Ir Albert CHENG Ting-ning)
Executive Director)
)
for and on behalf of)
the **CONSTRUCTION INDUSTRY COUNCIL**)
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in the presence of XXXXX)
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SIGNED BY)
XXXXXXXX)
XXXXXXXX)
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for and on behalf of)
XXXXXXXXXXXXX)
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in the presence of XXXXX)
XXXXX)
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合作項目

RESEARCH AGREEMENT

This Research Agreement (the “**Agreement**”) is made on the DD day of MM, YYYY between the CONSTRUCTION INDUSTRY COUNCIL (“**CIC**”) of 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon and the XXXXX (“**Researcher**”) of Researcher’s Address. Each of the CIC and the Researcher is hereinafter referred to as a “**Party**” and, collectively, the “**Parties**”.

WHEREAS:

- (A) The Parties intend to conduct the Research on *Name of Research Project* (the “**Project**”); and
- (B) The Parties wish to set out the terms upon which the CIC will commission the Researcher to carry out the Project aiming at the following objectives:
 - i) Objective 1
 - ii) Objective 2
 - iii) Objective 3
 - iv) Objective 4

Benefit Sharing:

XXXXXXXXXXXXXXXXXXXXX

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of Project

- 1.1 Subject to and in accordance with the terms of this Agreement, the Parties agree that the Researcher shall undertake the Project as detailed and mutually agreed in the research proposal attached hereto as Annex 1 (the “**Research Proposal**”) which forms part of this Agreement.
- 1.2 The Researcher shall commence the research and related work under the Project on the Commencement Date (as defined in Clause 1.4 below), and shall provide and/or make use of adequate facilities; obtain any requisite materials, equipment and personnel to carry out the Project diligently and to the highest professional standards, and in accordance with all applicable laws and regulations, the terms of this Agreement and any additional requirements the CIC may reasonably

require, within the scope set out in the Research Proposal and the time schedule set out in Clause 1.4.

- 1.3 The Researcher shall ensure that those individuals named in the Research Proposal or such other individuals as approved by the CIC (the “**Research Team**”) shall devote such time and resources as are required and detailed in the Research Proposal to complete the Project in accordance with this Agreement.
- 1.4 The Project should commence on DD MM YYYY or any other date as mutually agreed between the Parties in writing (the “**Commencement Date**”), and will be completed within xxxxxx (XX) months after the Commencement Date, subject to acceptance of the Reports (as defined in Clause 2.5 below) by the CIC (as the same may be extended by operation of this Agreement or the written Agreement of the Parties) (the “**Project Period**”). Subject to any early termination under Section 7 below, this Agreement shall be construed as governing the rights and obligations of the Parties from the Commencement Date (or any earlier performance of obligations arising under this Agreement) and remain in full force and effect until all outstanding queries from the CIC in relation to the Project shall have been addressed or such other date as the Parties may agree in writing (the “**Term**”).

2. Operation of the Project

- 2.1 The CIC will oversee and monitor the work of the Research Team and the progress of the Project (including but not limited to the review of submissions, meeting and discussion with the Research Team, adherence to the scope of the research and the budget, and the achievement of milestones and deliverables). The CIC shall be entitled to make recommendations to the Research Team as may be necessary to ensure the effectiveness of the Project.
- 2.2 Name of PI of the Researcher shall be the key investigator of the Project (the “**Principal Investigator**”) and shall work with other members in the Research Team according to the Research Proposal and comments of the CIC.
- 2.3 The Principal Investigator should present the research findings and products to the relevant Committees(s), Sub-committee(s), Task Force(s) and Working Group(s) of the CIC and other parties as deemed appropriate by the CIC. The presentation materials may be required to be bilingual if deemed appropriate by the CIC.
- 2.4 In the event, for reasons beyond its control, the Researcher is unlikely to provide or maintain any members, including the Principal Investigator and other investigators, advisors, supporters and collaborators, of the Research Team as specified in the Research Proposal, the Researcher should report to the CIC as soon as practicable and propose as far as possible for the CIC’s approval (which approval shall not be unreasonably withheld or delayed) of a substitute staff

having qualifications and experience comparable with the staff who is leaving the Project. The Researcher acknowledges that any changes of members in the Research Team shall not discharge the Researcher's obligations under this Agreement.

2.5 Unless otherwise agreed in writing by the CIC, the Researcher shall submit the following Reports to the CIC:

2.5.1 **Progress Reports** - The Principal Investigator shall submit a progress report of the Project every three (3) months from the Commencement Date during the Project Period, in a format specified by the CIC. The contents of the progress reports shall include but not be limited to the progress of key activities, achievement of expected deliverables, consultations made, and work to be carried out in the remaining time of the Project Period.

2.5.2 **Final Report and Summary Report** - The Principal Investigator shall submit the Final Report and bilingual Summary Report of the Project, in a format specified by the CIC, within xxxxx (XX) months from the Commencement Date. Among other things, the Final Report and Summary Report should include a detailed account of the methodology of the research, views from relevant stakeholders, achievements of the research, applications in the construction industry, conclusions and recommendations, and the proposed way forward according to the research results. In order to benefit the industry, information in the Final Report and Summary Report may be made public and disseminated to relevant stakeholders as deemed appropriate by the CIC.

2.5.3 The reports mentioned in Clauses 2.5.1 and 2.5.22 above shall be known collectively as the "**Reports**". Notwithstanding the foregoing, if necessary or desirable in its opinion, the CIC shall be entitled, subject to reasonable prior appointment, to meet with the Principal Investigator and/or other members of the Research Team to discuss the progress of the Project.

2.5.4 On request from the CIC, the Researcher shall provide the CIC any other information, data, records or reports in relation to the research under this Project.

3. **Finance**

3.1 The cost of the Project shall be fixed at Hong Kong Dollars XXXXX only (HK\$xxx,xxx) (the "**Project Cost**"). Hong Kong Dollars XXXXXX (HK\$xxx,xxx) shall be paid by the CIC and Hong Kong Dollars XXXXXX (HK\$xxx,xxx) shall be paid by the Name of Industry Partner, being the Industry

Partner under the Collaborative Project Scheme (CP75) of CIC R&D Fund (Support letter from the Name of Industry Partner is shown in Annex 2). The payment by CIC shall be paid in XX (x) number of instalments in accordance with the below payment schedule and conditions/deliverables. The Partner should pay on a matching basis.

Payment Stage No.	Amount (in HK\$)	Anticipated Payment Due (from the Commencement Date)	Conditions / Deliverables
1 st	\$xxx,xxx (Max 10% of the payment by CIC)	Upon signing of the Research Agreement	N/A
2 nd	\$xxx,xxx	x Months	Upon receipt of the 1 st Progress Report and acceptance of items of the 1 st Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
3 rd	\$xxx,xxx	xx Months	Upon receipt of the 2 nd Progress Report and acceptance of items of the 2 nd Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
4 th	\$xxx,xxx*	xx Months	Upon receipt and acceptance of the Summary Report, the Final Report and the Benefit Sharing by the CIC with satisfaction.

* The amount of last payment is provisional as the residual funds shall be deducted from such amount, subject to the final audited statement of the Project.

- 3.2 The Researcher shall be responsible for all costs, including hire of specialist(s) and sub-contractor services required for the satisfactory completion of the Project, in excess of the Project Cost without any recourse to the CIC. Any additional fee or expenses incurred directly or indirectly in this Project shall be proposed by the Researcher in writing and approved by the CIC before it is actually incurred. All approved additional expenditure shall be payable by the CIC upon endorsement of the Final Report or other payment terms as agreed by the Parties.

- 3.3 The CIC reserves the right to withhold any payments to the Researcher in the event of any delay in the submission of the Reports or any of the Reports not prepared to the satisfaction of the CIC of the Researcher's compliance with all of the terms of this Agreement or non-achievement of the milestones identified by the Researcher in the Research Proposal.
- 3.4 The Researcher shall keep an account of its expenditures on the Project ("**Project Account**") and shall submit statements of such expenditures certified by its authorized officer to the CIC together with relevant supporting documentation within one (1) month upon request from the CIC.
- 3.5 Upon completion or termination of the Project, the Researcher is required to submit an audited statement of the Project Account to the CIC within three (3) months or the time specified by the CIC. The Project Account should be audited by an independent auditor approved by the CIC. The expense for such independent audit shall be covered in the Project Cost.
- 3.6 Subject to the final audited statement, the Researcher shall return to the CIC all residual funds remaining in the Project Account upon the completion or termination of the Project. In the event that the amount of last payment as stated in Section 3.1 is smaller than the residual funds of the Project, the Researcher shall arrange related payment to the CIC within thirty (30) days upon receipt of CIC's notice.
- 4. Confidentiality**
- 4.1 The term "**Confidential Information**" used in this Section 4 shall mean, subject to Clause 4.3, all information and materials generated from the Project or provided by either Party to the other Party other than information explicitly declared non-confidential by the CIC.
- 4.2 The Party who received the Confidential Information (the "receiving Party" for the purpose of this Section 4) shall retain in confidence the Confidential Information and shall not use the Confidential Information for any purpose except as permitted in this Agreement and shall not disclose such Confidential Information to any third party, except with the prior written consent of the giving Party (it being understood that the directors, officers, employees, consultants and representatives of the receiving Party shall be informed by the receiving Party of the confidential nature of such Confidential Information and shall be directed by the receiving Party to treat such information confidentially, and the receiving Party will be responsible for such confidentiality and the consequences of any breach of such confidentiality obligation).
- 4.3 As used in this Section 4, Confidential Information shall not include the following information or materials:

- 4.3.1 which were already in the public domain at the time of disclosure; or
 - 4.3.2 which, after disclosure, have become part of the public domain through publication or otherwise, except by breach of this Agreement; or
 - 4.3.3 which the recipient can demonstrate based on written records was already in its possession prior to its disclosure under this Agreement; or
 - 4.3.4 which the recipient receives from an independent third party which has the right to disclose it to such party; or
 - 4.3.5 which are subsequently and independently developed by employees of the recipient (as evidenced by the recipient's written records) who had no knowledge of the disclosed information.
- 4.4 The obligations of confidentiality set forth herein shall not apply to any Confidential Information to the extent that such Confidential Information:
- 4.4.1 is required to be disclosed by order of a court of law or appropriate government agency provided that the recipient informs the disclosing Party as soon as possible and the disclosing Party be given the opportunity, if time permits, to make appropriate representations to such court or authority or take such action as it feels necessary, at its cost, to attempt to secure the information is kept confidential; or
 - 4.4.2 has been approved in writing for publication or other disclosure by the Parties.

5. Intellectual Property Rights and Title

- 5.1 The CIC own all Intellectual Property Rights arising from the Project under this Agreement. If the associated Intellectual Property Rights are partly attributed to the Researcher's previous work not funded by the CIC, the ownership of the Intellectual Property Rights shall be discussed and agreed between the CIC and the Researcher on a case by case basis. For the avoidance of doubt, this Agreement does not affect the ownership of Background Intellectual Property Rights of any Party generated or existing before the date of this Agreement. If the Background Intellectual Property Rights of the Researcher are incorporated into the Progress Reports, Summary Report, Final Report and/or other deliverables generated under this Agreement, both Parties agree to negotiate in good faith for a license in relation to the commercialization of the Background Intellectual Property Rights.
- 5.2 The Partner will be granted exclusive use of the Project products for 4 years after the Project Period.

- 5.3 The copyright of the Reports should be vested in and owned solely by the CIC.
- 5.4 Should the Researcher's work involve any copyright or intellectual property rights infringement of a third party's work or elements partially copied or modified from the work of a third party, the CIC would not be held liable. The Researcher would bear the sole burden of such infringement or unauthorised use.
- 5.5 As between the Parties, any rights, title or interests, whether tangible or intangible, in or to any of the equipment purchased with the Project Cost shall be vested solely in the CIC. The Researcher shall cooperate in all respects to implement this provision.
- 5.6 For any equipment to be purchased or hired, justifications should be provided for the CIC's approval. The Researcher is required to submit to the CIC a list of equipment to be purchased or hired for the Project with its cost charged during project implementation. The CIC may require the Researcher to transfer any equipment purchased under the Project to the CIC or another party on project completion. Otherwise, the Researcher is required to keep all the equipment purchased for at least two (2) years after completion of the Project or termination of the Agreement.
- 5.7 The CIC acknowledges that due to the nature of the Researcher as an academic and education organisation, the data generated by the Researcher in the performance of the Project may be used for educational and/or research purposes in an anonymous manner which does not in any way identify or reference the CIC or specific information of the CIC. In the event that data will be used in a way that will identify or reference the CIC or specific information of the CIC, prior written consent shall be sought from the CIC.

6. Publications

- 6.1 The Parties agree that all proposed publications based on the research conducted for the Project and/or the Reports shall be submitted to the CIC for that purpose and that any publication of the same will be permitted only with the prior written approval of the CIC. Any such approval shall not be unreasonably withheld or delayed and will be considered against the understanding that such approval shall normally be granted in the absence of any good reason to the contrary. Such approval may be subject to conditions precedent as to the nature, form or content of any such publication. Any such approval shall not be required for the use of any information already in the public domain (which term for all purposes in this Agreement shall mean information available to the public at large and shall not include members of restricted groups, for example, members of the CIC or individuals connected to the Researcher).

- 6.2 The Researcher agree that it shall not make any public announcements, press releases or otherwise publicise the terms of this Agreement and the results of the Project, without first obtaining prior written approval of the CIC. No Party shall use the name and/or logo of the other Party in any form of publicity, advertising or promotion without the written approval of that Party (which approval shall not be unreasonably withheld or delayed). Save that nothing in this clause shall prevent a Party from using the other Party's name and/or logo when properly referencing it in any permitted publications or parts thereof.
- 6.3 Clauses 6.1 and 6.2 shall remain in force for a period of five (5) years after the expiration of the Term or termination of this Agreement, whichever is earlier.
- 6.4 Notwithstanding the other terms of this Agreement, the CIC shall have the right to freely use or publish Reports of the Project (with or without alteration).
- 6.5 Any publication by either Party shall include proper acknowledgements as to the sources of funding, materials and information. This obligation is unlimited in time.
- 6.6 Acknowledgment of the CIC support with a disclaimer as follows should appear on all publications by the Researcher arising from the Project:

"This publication was made possible by the research funding from the Construction Industry Council and sponsorship from the XXXX. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Construction Industry Council."

7. **Termination**

- 7.1 Either Party may terminate this Agreement immediately by written notice upon the occurrence of any of the following events (each, a "**Termination Event**"):
- 7.1.1 the other Party (the defaulting party) commits a material breach of the terms of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notice from the Party (the non-defaulting party) specifying the breach and stating the Agreement will terminate if the breach is not remedied; or
- 7.1.2 the other Party makes a composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) other than for the purpose of a bona fide reconstruction or a receiver or manager is appointed in respect of the whole or any part of its business or if any analogous event occurs; or
- 7.1.3 a Force Majeure Event (as defined in Clauses 8.1 below) persists or its effects cannot be remedied for a period of more than sixty (60) days.

- 7.2 Without prejudice to the generality of Clause 7.1.1 above, the Researcher acknowledges and agrees that failure to deliver the Reports or any of them to the CIC in accordance with the time schedule set out in Clause 2.5 above and failure to provide an equivalent substitute of the Principal Investigator and/or other personnel as stated in the Research Proposal in accordance with Clause 2.4 above shall constitute a material breach of this Agreement; and the CIC acknowledges and agrees that, subject to Clause 3.3 above, a failure to make payment to the Researcher in accordance with Clause 3.1 shall constitute a material breach of this Agreement.
- 7.3 In the event that the Researcher is the defaulting Party with respect to a Termination Event, the Researcher shall not be entitled to, and the CIC shall not have any obligation to pay, any cost of the Project incurred during the continuation of such event, and, if this Agreement is terminated as a result of such event, the Researcher shall not be entitled to and the CIC shall cease to have any further obligation to pay, any cost of the Project incurred after such termination. If the CIC is the defaulting Party with respect to Clause 7.1.1 above and this Agreement is terminated as a result of such event, or if this Agreement is terminated pursuant to Clause 7.1.3 above, the CIC shall pay to the Researcher any cost of the Project that the Researcher has actually incurred and is entitled to under this Agreement in respect of work for the Project that had been carried out to the satisfaction of the CIC up to the date of the occurrence of such Termination Event.
- 7.4 Subject to Clause 7.3 above, termination of this Agreement shall not affect any rights or obligations of the Parties which may have accrued prior to termination, nor shall it affect the continuance in force of any provisions of this Agreement which are expressly intended to continue in force after termination.
- 7.5 In the event of termination of this Agreement pursuant to Clauses 7.1 above, all data relating to the property funded or constructed under the Project (except for, for the avoidance of doubt, the Intellectual Property Rights and copyright referred to in Clauses 5.1 and 5.3 above, the ownership of which notwithstanding any other provision of this Agreement shall be governed by Section 5 above), shall become the property of the non-defaulting Party and the defaulting Party shall ensure that such data and property are promptly delivered to (if not already in the possession of) the non-defaulting Party. No administrator, administrative receiver or other receiver equivalent or creditors shall be entitled to any lien, possessory remedy or security over such data and property.
- 8. Force Majeure**
- 8.1 Neither Party shall be in default or liable for any loss or damage resulting from delay in performance or failure to perform or comply with the terms of this Agreement (save for the CIC's obligation to reimburse the Researcher for any

Project Cost actually incurred by the Researcher in respect of work done under the Project to the satisfaction of the CIC) due to a Force Majeure Event. In this Agreement, a “**Force Majeure Event**” means such event as outbreak of diseases (e.g. SARS), death of or injury to any key member of the Research Team, acts of God, riots and insurrection, war, acts of terrorism and fire, judicial or government action, acts of civil or military authority, each of which is beyond the reasonable control of the Party whose performance of its obligations hereunder is prevented or delayed by such event (the “**Affected Party**”).

- 8.2 The Affected Party shall give written notice to the other Party within seven (7) days of the occurrence of any Force Majeure Event. In such event, the Affected Party shall take all reasonable measures to promptly remedy such Event, including measures to promptly mitigate and minimize the effect of any delay so caused and, to the extent possible, to continue promptly and diligently to perform its obligations under this Agreement.

9. Indemnity

- 9.1 Indemnification by the Researcher - The Researcher shall indemnify, defend and hold harmless the CIC, its subsidiaries and employees from and against all liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with the Researcher's breach of its obligations, representations, covenants under this Agreement.
- 9.2 Mutual Indemnification - Either Party (as an indemnifying Party) shall indemnify the other Party (as an indemnified Party) against all liabilities, claims, costs, expenses, loss and damages arising from any proceeding brought by either a third party or an indemnifying Party, and arising from the indemnifying Party's wilful misconduct or gross negligence.
- 9.3 Notwithstanding any provisions in this Agreement, the Researcher's liability shall be limited to the amount received from CIC under this Agreement.

10. Laws and Jurisdiction

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Parties irrevocably submit to the exclusive jurisdiction of the Hong Kong courts for the purpose of enforcing any claim arising hereunder subject to Section 11.

11. Dispute

- 11.1 If any dispute or difference arises between the Parties in connection with this Agreement, any Party may request that the dispute or difference be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modifications thereof being in force

at the date of such request.

- 11.2 Should the mediation fail, in whole or in part, either Party may, within twenty-eight (28) days of the mediation date, upon giving written notice and by agreement of the Parties, proceed to arbitration administered by the Hong Kong International Arbitration Centre Administered Arbitration Rules for the appointment of a single arbitrator for final resolution.
- 11.3 The arbitrator shall have the authority to award all mediation and arbitration costs to the prevailing Party, at the discretion of the arbitrator. The award of the arbitrator shall be considered final and binding on the Parties.

12. General

- 12.1 In the event of any conflict between this Agreement and the Research Proposal, the terms of this Agreement shall prevail.
- 12.2 Save as otherwise expressly provided in the Research Proposal, neither Party shall subcontract, delegate or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.3 This Agreement (including the annex(es) attached hereto) shall only be amended in writing signed by the Parties.
- 12.4 This Agreement, including its annex(es), sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.
- 12.5 Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency between the Parties and save as expressly agreed herein neither Party shall have any authority to bind or commit the other Party.
- 12.6 Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail or by fax or by e-mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number or e-mail address below, or such other address or fax number or e-mail address as that Party may from time to time notify to the other Party in accordance with this clause. The fax numbers of the Researcher and the CIC are (852) xxxx xxxx and (852) xxxx xxxx respectively. The e-mail addresses of the Researcher and the CIC are xxxx@xxxx and rndfunding@cic.hk respectively. Notices to the CIC shall be marked for the attention of James WONG, Senior Manager – Construction Productivity of the CIC. Notices to the Researcher shall be marked for the attention of Name of PI of xxxxxxxx. Notices sent in accordance with this clause shall be deemed to have been received three (3) working days after

the day of posting if sent by registered mail, or on the next working day after transmission if sent by fax or by e-mail.

- 12.7 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 12.8 In this Agreement, words importing the plural shall include the singular and vice versa, and words importing any gender shall include the other gender.
- 12.9 Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Contracts (Rights of Third Parties) Ordinance shall not apply to this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first
above written.

SIGNED BY)
Ir Albert CHENG Ting-ning)
Executive Director)
)
for and on behalf of)
the **CONSTRUCTION INDUSTRY COUNCIL**)
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in the presence of XXXXX)
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SIGNED BY)
XXXXXXX)
XXXXXXX)
)
for and on behalf of)
XXXXXXXXXXXXX)
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in the presence of XXXXXX)
XXXXXXXXXX)
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關鍵績效指標改善項目

RESEARCH AGREEMENT

This Research Agreement (the “**Agreement**”) is made on the DD day of MM, YYYY between the CONSTRUCTION INDUSTRY COUNCIL (“**CIC**”) of 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon and the XXXXX (“**Researcher**”) of Researcher’s Address. Each of the CIC and the Researcher is hereinafter referred to as a “**Party**” and, collectively, the “**Parties**”.

WHEREAS:

- (A) The Parties intend to conduct the Research on *Name of Research Project* (the “**Project**”); and
- (B) The Parties wish to set out the terms upon which the CIC will commission the Researcher to carry out the Project aiming at the following objectives with benefit sharing and Key Performance Indicators (KPIs):

Objectives:

- i) Objective 1
- ii) Objective 2

Benefit Sharing:

Content of benefit sharing

KPIs:

- 1) KPI 2
- 2) KPI 2

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of Project

- 1.1 Subject to and in accordance with the terms of this Agreement, the Parties agree that the Researcher shall undertake the Project as detailed and mutually agreed in the research proposal attached hereto as Annex 1 (the “**Research Proposal**”) which forms part of this Agreement.
- 1.2 The Researcher shall commence the performance of the research and related work under the Project on the Commencement Date (as defined in Clause 1.4 below), and shall provide and/or make use of adequate facilities; obtain any requisite materials, equipment and personnel to carry out the Project diligently

and to the highest professional standards, and in accordance with all applicable laws and regulations, the terms of this Agreement and any additional requirements the CIC may reasonably require, within the scope and budget set out in the Research Proposal and in accordance with the time schedule set out in Clause 1.4.

- 1.3 The Researcher shall ensure that those individuals named in the Research Proposal or such other individuals as approved by the CIC (the “**Research Team**”) shall devote such time and resources as are required to complete the Project in accordance with this Agreement.
- 1.4 The Project should commence on DD MM YYYY or any other date as mutually agreed between the Parties in writing (the “**Commencement Date**”), and will be completed within xxxxxx (XX) months after the Commencement Date (as the same may be extended by operation of this Agreement or the written Agreement of the Parties) (the “**Project Period**”). Subject to any early termination under Section 7 below, this Agreement shall be construed as governing the rights and obligations of the Parties from the Commencement Date (or any earlier performance of obligations arising under this Agreement) and remain in full force and effect until all outstanding queries from the CIC in relation to the Project shall have been addressed or such other date as the Parties may agree in writing (the “**Term**”).

2. Operation of the Project

- 2.1 The CIC will oversee and monitor the work of the Research Team and the progress of the Project (including but not limited to the review of submissions, meeting and discussion with the Research Team, adherence to the scope of the research and the budget, and the achievement of milestones and deliverables). The CIC shall be entitled to make recommendations to the Research Team as may be necessary to ensure the effectiveness of the Project.
- 2.2 Name of PI of the Researcher shall be the key investigator of the Project (the “**Principal Investigator**”) and shall work with other members in the Research Team according to the Research Proposal and comments of the CIC.
- 2.3 The Principal Investigator should present the research findings and products to the relevant Committees(s), Sub-committee(s), Task Force(s) and Working Group(s) of the CIC and other parties as deemed appropriate by the CIC. The presentation materials may be required to be bilingual if deemed appropriate by the CIC.
- 2.4 In the event, for reasons beyond its control, the Researcher is unlikely to provide or maintain any members, including the Principal Investigator and other investigators, advisors, supporters and collaborators, of the Research Team as specified in the Research Proposal, the Researcher should report to the CIC as

soon as practicable and propose as far as possible for the CIC's approval (which approval shall not be unreasonably withheld or delayed) of a substitute staff having qualifications and experience comparable with the staff who is leaving the Project. The Researcher acknowledges that any changes of members in the Research Team shall not discharge the Researcher's obligations under this Agreement.

- 2.5 Unless otherwise agreed in writing by the CIC, the Researcher shall submit the following Reports to the CIC:

2.5.1 **Progress Reports** - The Principal Investigator shall submit a progress report of the Project every THREE (3) months from the Commencement Date during the Project Period, in a format specified by the CIC. The contents of the progress reports shall include but not be limited to the progress of key activities, achievement of expected deliverables, consultations made, and work to be carried out in the remaining time of the Project Period.

2.5.2 **Final Report and Summary Report** - The Principal Investigator shall submit the Final Report and bilingual Summary Report of the Project, in a format specified by the CIC, within xxxxx (XX) months from the Commencement Date. Among other things, the Final Report and Summary Report should include a detailed account of the methodology of the research, views from relevant stakeholders, achievements of the research, applications in the construction industry, conclusions and recommendations, and the proposed way forward according to the research results. In order to benefit the industry, information in the Final Report and Summary Report may be made public and disseminated to relevant stakeholders as deemed appropriate by the CIC.

2.5.3 The reports mentioned in Clauses 2.5.1 and 2.5.2 above shall be known collectively as the "**Reports**". Notwithstanding the foregoing, if necessary or desirable in its opinion, the CIC shall be entitled, subject to reasonable prior appointment, to meet with the Principal Investigator and/or other members of the Research Team to discuss the progress of the Project.

2.5.4 On request from the CIC, the Researcher shall provide to the CIC any other information, data, records or reports in relation to the research under this Project.

3. **Finance**

- 3.1 The cost of the Project shall be fixed at Hong Kong Dollars XXXXX only (HK\$ xxx,xxx) (the "**Project Cost**"). Hong Kong Dollars XXXXXX (HK\$ xxx,xxx) shall be paid by the CIC into the Project Account (as defined in

Clause 3.6 below) and Hong Kong Dollars XXXXXX (HK\$ xxx,xxx) shall be paid by the Researcher. The payment by CIC shall be paid in XX (x) number of instalments in accordance with the below payment schedule and conditions/deliverables. The Researcher should pay on a matching basis.

Payment Stage No.	Amount (in HK\$)	Anticipated Payment Due (from the Commencement Date)	Conditions / Deliverables	Remarks
1 st	\$xxx,xxx	X Months	Upon receipt of the 1st Progress Report and acceptance of items of the 1st Milestone listed in Annex 1 by the CIC and subject to Clause 3.5.	Draft Deliverables to be submitted to CIC by the mid of XXX.
2 nd	\$ xxx,xxx	X Months	Upon receipt of the 2nd Progress Report and acceptance of items of the 2nd Milestone listed in Annex 1 by the CIC and subject to Clause 3.5.	Draft Deliverables to be submitted to CIC by the mid of XXX.
3 rd	\$ xxx,xxx	X Months	Upon receipt of the 3rd Progress Report and acceptance of items of the 3rd Milestone listed in Annex 1 by the CIC and subject to Clause 3.5.	Draft Deliverables to be submitted to CIC by the mid of XXX.
4 th	\$ xxx,xxx	X Months	Upon receipt and acceptance of the Summary Report, and the Final	Draft Deliverables to be submitted to CIC by the mid of XXX.

			Report by the CIC with satisfaction.	
KPIs payment	\$ xxx,xxx = \$ xxx,xxx x XX	X Months	Upon completion to each project and subject to Clause 3.5.	Draft Deliverables to be submitted to CIC by the mid of XXX.

- 3.2 Subject to the Clause 3.3 below, the Researcher shall be responsible for all costs of the Project that are in excess of the Project Cost, including costs for the hire of specialists and sub-contractor to carry out work required for the satisfactory completion of the Project, without any recourse to the CIC.
- 3.3 Any additional fee or expenses incurred directly or indirectly in this Project in excess of the Project Cost shall be proposed by the Researcher in writing and approved by the CIC before it is actually incurred. All approved and actually incurred additional fee and expenditure shall be payable and paid by the CIC into the Project Account (as defined in Clause 3.6 below) upon the CIC's acceptance to its satisfaction of the Final Report or otherwise agreed by the Parties.
- 3.4 If, at the time the final payment is paid by the CIC into the Project Account in accordance with Clause 3.1 above, the total amount of the final payment as stated in Clause 3.1 and the Approved Additional Cost (if any) payable is lower than the residual funds in the Project Account, the Researcher shall return such payment to the CIC within THIRTY (30) days of the CIC's request.
- 3.5 The CIC reserves the right to withhold any payments to the Researcher in the event of any delay in the submission of the Reports or any of the Reports not prepared to the reasonable satisfaction of the CIC of the Researcher's compliance with all of the terms of this Agreement or non-achievement of the milestones identified by the Researcher in the Research Proposal.
- 3.6 The Researcher shall open a separate interest-bearing deposit bank account with a licensed bank registered under the Banking Ordinance (Cap.155) (the "**Project Account**") to process all money for the Project. All money in the Project Account shall only be used for the Project. All interest accrued in the Project Account shall only be used for the purposes of the Project.
- 3.7 The Researcher shall keep accounting records of use of all money for the Project (including the Project Cost, Approved Additional Cost (if any) and interest accrued on the Project Account) and shall submit such records certified by its authorized officer to the CIC together with relevant supporting documentation within ONE (1) month upon request from the CIC.

- 3.8 Upon completion of the Project or termination of this Agreement, the Researcher shall submit an audited statement of the Project (the "Audited Statement") to the CIC within NINETY (90) days of the completion of the Project or termination of this Agreement. The Audited Statement shall be prepared by an independent auditor approved by the CIC according to the Hong Kong Financial Reporting Standards issued by the Council of the Hong Kong Institute of Certified Public Accountants. Such a report shall contain audited statement of total expenditure and income of the Project.
- 3.9 Subject to further adjustment under Clause 7.3 below, in the event that the amount of the audited cost of the Project under the Audited Statement is lower than the total amount of money paid by the CIC into the Project Account and the interest accrued thereon, the Researcher shall account for and pay to the CIC the difference within FOURTEEN (14) days of the submission of the Audited Statement under Clause 3.8 above.
- 3.10 The Researcher shall make available to the independent auditors all information, documents and explanations relating to the Project for the purposes of all independent audits required under this Agreement.
- 3.11 The expense for all independent audits required under this Agreement shall be covered by the Project Cost.

4. Confidentiality

- 4.1 The term "**Confidential Information**" used in this Section 4 shall mean, subject to Clause 4.3, all information and materials generated from the Project or provided by either Party to the other Party other than information explicitly declared non-confidential by the CIC.
- 4.2 The Party who received the Confidential Information (the "receiving Party" for the purpose of this Section 4) shall retain in confidence the Confidential Information and shall not use the Confidential Information for any purpose except as permitted in this Agreement and shall not disclose such Confidential Information to any third party, except with the prior written consent of the giving Party (it being understood that the directors, officers, employees, consultants and representatives of the receiving Party shall be informed by the receiving Party of the confidential nature of such Confidential Information and shall be directed by the receiving Party to treat such information confidentially, and the receiving Party will be responsible for such confidentiality and the consequences of any breach of such confidentiality obligation).
- 4.3 As used in this Section 4, Confidential Information shall not include the following information or materials:
- 4.3.1 which were already in the public domain at the time of disclosure; or

- 4.3.2 which, after disclosure, have become part of the public domain through publication or otherwise, except by breach of this Agreement; or
 - 4.3.3 which the recipient can demonstrate based on written records was already in its possession prior to its disclosure under this Agreement; or
 - 4.3.4 which the recipient receives from an independent third party which has the right to disclose it to such party; or
 - 4.3.5 which are subsequently and independently developed by employees of the recipient (as evidenced by the recipient's written records) who had no knowledge of the disclosed information.
- 4.4 The obligations of confidentiality set forth herein shall not apply to any Confidential Information to the extent that such Confidential Information:
- 4.4.1 is required to be disclosed by order of a court of law or appropriate government agency provided that the recipient informs the disclosing Party as soon as possible and the disclosing Party be given the opportunity, if time permits, to make appropriate representations to such court or authority or take such action as it feels necessary, at its cost, to attempt to secure the information is kept confidential; or
 - 4.4.2 has been approved in writing for publication or other disclosure by the Parties.

5. Intellectual Property Rights and Title

- 5.1 The Researcher owns all Intellectual Property (IP) Rights arising from the Project under this Agreement when the deliverables meet the objectives in section B and have been accepted by the CIC.
- 5.2 The copyright of the Reports should be vested in and owned solely by the CIC.
- 5.3 Should the Researcher's work involve any copyright or intellectual property rights infringement of a third part's work or elements partially copied or modified from the work of a third party, the CIC would not be held liable. The Researcher would bear the sole burden of such infringement or unauthorised use.
- 5.4 For any equipment to be purchased or hired, justifications should be provided for the CIC's approval. The Researcher is required to submit to the CIC a list of equipment to be purchased or hired for the project with its cost charged during project implementation.
- 5.5 It is the responsibility of the Parties to protect his / her / their own registrable intellectual property rights. The CIC will not be liable for the loss of any

intellectual property rights of the Parties as a result of the CIC's disclosure of the Project.

- 5.6 Both the CIC and the Researcher have the right to publish and exhibit any or all materials from the Project in platforms such as CIC publications, CIC website, other media platforms, etc., with the prior consent of the other Party.

6. Publications

- 6.1 The Parties agree that all proposed publications based on the research conducted for the Project and/or the Reports shall be submitted to the CIC for that purpose and that any publication of the same will be permitted only with the prior consent of the CIC. Any such consent shall not be unreasonably withheld or delayed and will be considered against the understanding that such consent shall normally be granted in the absence of any good reason to the contrary. Such consent may be subject to conditions precedent as to the nature, form or content of any such publication. Any such consent shall not be required for the use of any information already in the public domain (which term for all purposes in this Agreement shall mean information available to the public at large and shall not include members of restricted groups, for example, members of the CIC or individuals connected to the Researcher).
- 6.2 The Parties agree that it shall not make any public announcements, press releases or otherwise publicise the terms of this Agreement and the results of the Project, without first obtaining prior consent of the other Party. No Party shall use the name and/or logo of the other Party in any form of publicity, advertising or promotion without the consent of that Party (which consent shall not be unreasonably withheld or delayed). Save that nothing in this Clause shall prevent a Party from using the other Party's name and/or logo when properly referencing it in any permitted publications or parts thereof.
- 6.3 Clauses 6.1 and 6.2 shall remain in force for a period of FIVE (5) year after the expiration of the Term or termination of this Agreement, whichever is earlier.
- 6.4 Notwithstanding the other terms of this Agreement, the CIC shall have the right to freely use or publish Reports of the Project (with or without alteration).
- 6.5 Any publication by either Party shall include proper acknowledgements as to the sources of funding, materials and information. This obligation is unlimited in time.
- 6.6 Acknowledgment of the CIC support with a disclaimer as follows should appear on all publications by the Researcher arising from the Project:

"This publication was made possible by the research funding from the Construction Industry Council. Its contents are solely the responsibility of the

authors and do not necessarily represent the official views of the Construction Industry Council.”

7. **Termination**

- 7.1 Either Party may terminate this Agreement immediately by written notice upon the occurrence of any of the following events (each, a “**Termination Event**”):
- 7.1.1 the other Party (the defaulting party) commits a material breach of the terms of this Agreement and fails to remedy the breach (if capable of remedy) within THIRTY (30) days of notice from the Party (the non-defaulting party) specifying the breach and stating the Agreement will terminate if the breach is not remedied; or
 - 7.1.2 the other Party makes a composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) other than for the purpose of a bona fide reconstruction or a receiver or manager is appointed in respect of the whole or any part of its business or if any analogous event occurs; or
 - 7.1.3 a Force Majeure Event (as defined in Clauses 8.1 below) persists or its effects cannot be remedied for a period of more than SIXTY (60) days.
- 7.2 Without prejudice to the generality of Clause 7.1.1 above, the Researcher acknowledges and agrees that failure to deliver the Reports or any of them to the CIC in accordance with the time schedule set out in Clause 2.5 above and failure to provide an equivalent substitute of the Principal Investigator and/or other personnel as stated in the Research Proposal in accordance with Clause 2.4 above shall constitute a material breach of this Agreement; and the CIC acknowledges and agrees that, subject to Clause 3.5 above, a failure to make payment to the Researcher in accordance with Clause 3.1 shall constitute a material breach of this Agreement.
- 7.3 In the event that the Researcher is the defaulting Party with respect to a Termination Event, the Researcher shall not be entitled to, and the CIC shall not have any obligation to pay, any cost of the Project incurred during the continuation of such event, and, if this Agreement is terminated as a result of such event, the Researcher shall not be entitled to and the CIC shall cease to have any further obligation to pay, any cost of the Project incurred after such termination. If the CIC is the defaulting Party with respect to Clause 7.1.2 above and this Agreement is terminated as a result of such event, or if this Agreement is terminated pursuant to Clause 7.1.3 above, the CIC shall pay to the Researcher any cost of the Project that the Researcher has actually incurred and is entitled to under this Agreement in respect of work for the Project that had been carried out to the satisfaction of the CIC up to the date of the occurrence of such Termination Event.

- 7.4 Subject to Clause 7.3 above, termination of this Agreement shall not affect any rights or obligations of the Parties which may have accrued prior to termination, nor shall it affect the continuance in force of any provisions of this Agreement which are expressly intended to continue in force after termination.
- 7.5 In the event of termination of this Agreement pursuant to Clause 7.1 above, all data relating to the property funded or constructed under the Project (except for, for the avoidance of doubt, the Intellectual Property Rights and copyright referred to in Clauses 5.1 and 5.3 above, the ownership of which notwithstanding any other provision of this Agreement shall be governed by Section 5 above), shall become the property of the non-defaulting Party and the defaulting Party shall ensure that such data and property are promptly delivered to (if not already in the possession of) the non-defaulting Party. No administrator, administrative receiver or other receiver equivalent or creditors shall be entitled to any lien, possessory remedy or security over such data and property.

8. Force Majeure

- 8.1 Neither Party shall be in default or liable for any loss or damage resulting from delay in performance or failure to perform or comply with the terms of this Agreement (save for the CIC's obligation to reimburse the Researcher for any Project Cost actually incurred by the Researcher in respect of work done under the Project to the satisfaction of the CIC) due to a Force Majeure Event. In this Agreement, a “**Force Majeure Event**” means such event as outbreak of diseases (e.g. SARS), death of or injury to any key member of the Research Team, acts of God, riots and insurrection, war, acts of terrorism and fire, judicial or government action, acts of civil or military authority, each of which is beyond the reasonable control of the Party whose performance of its obligations hereunder is prevented or delayed by such event (the “**Affected Party**”).
- 8.2 The Affected Party shall give written notice to the other Party within SEVEN (7) days of the occurrence of any Force Majeure Event. In such event, the Affected Party shall take all reasonable measures to promptly remedy such Event, including measures to promptly mitigate and minimize the effect of any delay so caused and, to the extent possible, to continue promptly and diligently to perform its obligations under this Agreement.

9. Indemnity

- 9.1 Indemnification by the Researcher - The Researcher shall indemnify, defend and hold harmless the CIC, its subsidiaries and employees from and against all liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with the Researcher's breach of its obligations, representations, covenants under this Agreement.

- 9.2 Mutual Indemnification - Either Party (as an indemnifying Party) shall indemnify the other Party (as an indemnified Party) against all liabilities, claims, costs, expenses, loss and damages arising from any proceeding brought by either a third party or an indemnifying Party, and arising from the indemnifying Party's wilful misconduct or gross negligence.
- 9.3 Notwithstanding any provisions in this Agreement, the Researcher's liability shall be limited to the amount received from CIC under this Agreement.

10. Laws and Jurisdiction

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Parties irrevocably submit to the exclusive jurisdiction of the Hong Kong courts for the purpose of enforcing any claim arising hereunder subject to Section 11.

11. Dispute

- 11.1 If any dispute or difference arises between the Parties in connection with this Agreement, any Party may request that the dispute or difference be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modifications thereof being in force at the date of such request.
- 11.2 Should the mediation fail, in whole or in part, either Party may, within TWENTY-EIGHT (28) days of the mediation date, upon giving written notice and by agreement of the Parties, proceed to arbitration administered by the Hong Kong International Arbitration Centre Administered Arbitration Rules for the appointment of a single arbitrator for final resolution.
- 11.3 The arbitrator shall have the authority to award all mediation and arbitration costs to the prevailing Party, at the discretion of the arbitrator. The award of the arbitrator shall be considered final and binding on the Parties.

12. General

- 12.1 In the event of any conflict between this Agreement and the Research Proposal, the terms of this Agreement shall prevail.
- 12.2 Save as otherwise expressly provided in the Research Proposal, neither Party shall subcontract, delegate or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.3 This Agreement (including the annex(es) attached hereto) shall only be amended in writing signed by the Parties.

- 12.4 This Agreement, including its annex(es), sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.
- 12.5 Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency between the Parties and save as expressly agreed herein neither Party shall have any authority to bind or commit the other Party.
- 12.6 Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail or by fax or by e-mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant fax number or e-mail address below, or such other address or fax number or e-mail address as that Party may from time to time notify to the other Party in accordance with this Clause. The fax numbers of the Researcher and the CIC are (852) xxxx xxxx and (852) xxxx xxxx respectively. The e-mail addresses of the Researcher and the CIC are xxxxx @ xxxx and rndfunding@cic.hk respectively. Notices to the CIC shall be marked for the attention of James WONG, Senior Manager – Construction Productivity of the CIC. Notices to the Researcher shall be marked for the attention of Name of PI of xxxxxxxx. Notices sent in accordance with this Clause shall be deemed to have been received THREE (3) working days after the day of posting if sent by registered mail, or on the next working day after transmission if sent by fax or by e-mail.
- 12.7 Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.
- 12.8 In this Agreement, words importing the plural shall include the singular and vice versa, and words importing any gender shall include the other gender.
- 12.9 Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Contracts (Rights of Third Parties) Ordinance shall not apply to this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

SIGNED BY)
Ir Albert CHENG Ting-ning)
Executive Director)
)
for and on behalf of)
the CONSTRUCTION INDUSTRY COUNCIL)
)
)
in the presence of XXXXX)
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)
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)
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SIGNED BY)
XXXXXXXX)
XXXXXXXX)
)
for and on behalf of)
XXXXXXXXXXXX)
)
)
in the presence of XXXXX)
XXXXX)
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附錄丙. 報告樣本

(只提供英文版本)

進展報告



PROJECT PROGRESS REPORT

REPORT NO. XX

<Project Name>

1 Project Details

Project Name	<Insert title of the project>
Reporting Period	<Insert the time period covered by the report>
Report compiled by	<Insert the name and title of the person preparing the report>
Date submitted	<Insert date>

Research Team	Name/Post	Unit/Department/Institution
Principal Investigator		
Co-investigator(s)		

2 Summary

<Insert a one paragraph summary of progress during the reporting period that could be shared with the project's stakeholders.>

3 Activities and Outputs

<Complete the following table(s) for the activities in the project. Describe your progress with the activities and the outputs generated. Choose a status for each activity (achieved, in progress, challenges or not started).>

Activity (1)

Status	[Achieved / In Progress / Delayed / Not Started]
Objective	<Insert the Objective of the Activity>
Activity Dates	Planned: <List the dates when you expected to run the activity> Actual: <List the dates when you actually ran the activity>
Progress	<Describe your progress with the activity>
Outputs	<List the outputs that have been created from the activity>

Activity (2)

Status	[Achieved / In Progress / Delayed / Not Started]
Objective	<Insert the Objective of the Activity>
Activity Dates	Planned: <List the dates when you expected to run the activity> Actual: <List the dates when you actually ran the activity>
Progress	<Describe your progress with the activity>
Outputs	<List the outputs that have been created from the activity>

4 Programme / Schedule Results

<Complete the following table with the latest results for your key indicators. Focus on outcome / goal indicators if possible, rather than activities and outputs which are already described in the previous section. Choose a status for each indicator (Achieved, In Progress, Delayed or Not Started).>

You may consider to include parameters such as project commencement date, original completion date, EOT granted, revised completion date, a realistic estimated completion date based on actual progress made and the expected time to complete the outstanding works.>

Indicator	Baseline	Target	Result (as of [date])	Status
[E.g.] Preparation of Draft Report	23%	95%	55%	In Progress
<Insert>	<Insert>	<Insert>	<Insert>	Achieved
<Insert>	<Insert>	<Insert>	<Insert>	Delayed
<Insert>	<Insert>	<Insert>	<Insert>	Not Started

5 Project Partners & Stakeholders

<Complete the following table describing your collaboration with each of the partners / stakeholders involved in the project.>

The following table summarises our relationship with key partners and stakeholders during the reporting period:

Project Partner / Stakeholder	Relationship Update
[E.g.] Development Bureau	Our relationship with the Development Bureau is going well. They have been very supportive in making contacts with the Highways Department. We are continuing to have quarterly meetings with their management team.
<Insert>	<Insert>
<Insert>	<Insert>
<Insert>	<Insert>
<Insert>	<Insert>

6 Budget and Expenditure

<Provide a summary of expenditure during the reporting period compared with the original budget and expenditure to-date. Explain any discrepancies or changes to the budget.>

You may also state the original contract sum, predicted final contract sum, estimated percentage of work completed, amount and percentage of certified value of works and a predicted / actual cash flow chart.>

Budget Heading	Total Budget Allocated	Expenditure this Reporting Period	Total Expenditure To-Date
[E.g.] Event Management	HK\$ 150,000	HK\$ 50,000	HK\$ 75,000
<Insert>	<Insert>		
<Insert>	<Insert>		
<Insert>	<Insert>		
<Insert>	<Insert>		
Total			

7 Challenges & Lessons Learned

<Complete the table below with challenges that were encountered during the reporting period and the lessons learned. Include any solution that you plan to implement in the next reporting period.>

The following table summarises the challenges we have faced during the reporting period and the lessons learned / solutions for each challenge.

Challenge	Lessons Learned / Solutions
[E.g.] Delay in Submission of Final Report due to extensive comments from the Steering Committee	We have learnt that we need to allow an extra 1 month to gather and consolidate the comments from the Steering Committee, before getting back to the Consultant to finalise the consultancy report. We need to allow more time for committee's comments in future projects of similar nature.
<Insert>	<Insert>
<Insert>	<Insert>
<Insert>	<Insert>
<Insert>	<Insert>

Other items that can be included in the Progress Report include:

- Upcoming Research Activities (areas to be addressed and results expected during the next report period)
- Variations and Addendum (pending, issued...etc)
- Claims Record (notification, assessment, etc.)
- Record of Meetings
- Safety and Accident Matters (if applicable)
- Environmental Matters (if applicable)
- Hand Over Record (if applicable)
- Risk / Contingency
- Resources (People, Hardware, etc.)
- Issues (New, Closed)
- Stakeholder, Communication and Decisions required

Authority Signatures

Prepared by:

Approved by:

(XXXX)

(XXXXX)

Name:

Name:

Date:

Date:

摘要報告

Summary Report of

‘Project Title’

‘Logo of CIC’

*‘Logo of the
Research
Institute’*

‘Publication Date: Month & Year’

Research Summary Guidelines

- Research summaries are approximately 40-page papers summarising a more detailed academic research paper;
- The summary report should introduce the paper and summarise the key points;
- The paper should be a fairly formal style. Text should be UK English in the third person and should be readily understandable by a Professional person. Avoid use of colloquialisms;
- If possible and appropriate, the paper should include visual content: graphs/photos/drawings/tables. The examples are shown in Appendix;
- Make text as short and concise as possible, excluding anything that is not directly relevant to the subject.
- All the graphs/photos/ drawings should be submitted separately for possible further editing.

Foreword – Research Institute

(by Faculty Dean or Head of Department, word limit: 500)

RESEARCH HIGHLIGHTS

(word limit:1,500)

An overview of the research: summarising key information in all sections.

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1. INTRODUCTION

1.1. Background

Provide contextual information about the circumstances and evidence / rationale to justify the need of this research and how it gave rise to the research questions.

1.2. Aims and Objectives

State the aims and objectives of the research to describe how the research questions will be addressed.

1.3. Scope

Define the boundary of the research project by explaining what has been covered. The research period shall be specified as well.

2. **RESEARCH METHODOLOGY**

Outline and explain the procedures and methods adopted, preferably presented using a figure / flowchart.

Analyse how these methods address the research questions and achieve the research aim / objectives.

Highlight the scope and limitations of the methodology and data analysis techniques used in the study, if any.

(Caption and provide sources for all figures and graphs.)

3. RESEARCH FINDINGS AND DISCUSSION

State the findings / outcomes of the project and explain their importance.

Review and evaluate the findings / Interpret the observations.

Specify the value and impacts of the project outcomes on the construction industry as well as the limitations of the study.

Review the achievements of the specific research objectives.

We encourage authors to use color figures / tables for presenting data and findings.

4. RECOMMENDATIONS

Provide a list of recommendations based on the research findings / outcomes.

Recommend, if appropriate, potential areas for further research.

Discuss the way forward.

5. REFERENCES

Research Team

Please insert titles and names of research team leaders and members

6. Appendix I - Example of reference

References should be less than 1 page.

Any references cited in the report must be given in full. Unpublished results and personal communications are not recommended in the reference list, but may be mentioned in the text. If these references are included in the reference list they should follow the standard reference style and should include a substitution of the publication date with either 'Unpublished results' or 'Personal communication'. Citation of a reference as 'in press' implies that the item has been accepted for publication. Where applicable, author(s) name(s), journal title/book title, chapter title/article title, year of publication, volume number/book chapter and the pagination must be present.

The following shows some example of reference.

- Citing a book in print:
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Appendix II - Example of tables

Tables should be kept as simple as possible. Omit vertical lines from tables and omit grey shading and 3D effects from all tables. Percentages are best as whole numbers.

Table 1: An example of setting out a table with column headings

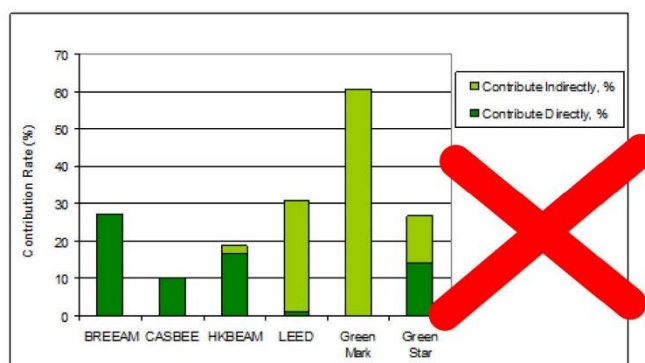
	Type I	Type II	Type III	Type IV
Development area I	12	123	24	46
Development area II	14	12	25	32
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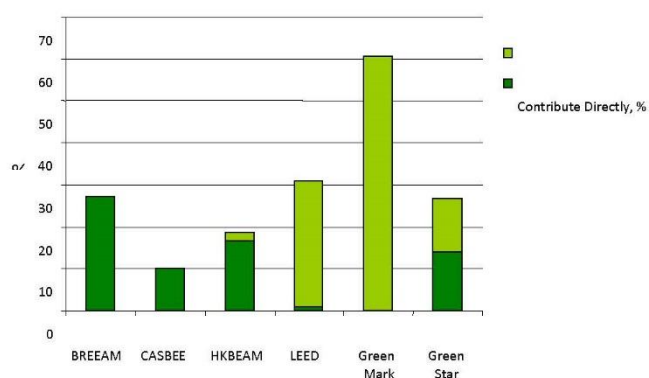
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- Eliminate border, shading and 3D effects if possible.
- The style for figure captions should be Normal, 12 pt, bold.



(a) Example of figure with insufficient resolution and unnecessary border



(b) Example of figure with sufficient resolution

Figure 1.1: Examples of figures

最終報告

'Logo of CIC'

*'Logo of the
Research
Institute'*

RESEARCH TITLE

Final Report

Submitted by

**Department of ABC,
The University of DEF**

and

**Department of GHJ,
The KLM University**

September 2016

RESEARCH TEAM

Project Coordinator

Professor Peter D. JONES

Deputy Project Coordinator

Project Team Members

Dr Simon T.M. CHAN

Research Manager

Research Personnel

Mr A.N. Other

ACKNOWLEDGEMENTS

List here those individuals and organisations that provided help during the research.

EXECUTIVE SUMMARY

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LIST OF TABLES

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LIST OF ABBREVIATIONS

Define abbreviation that is not standard in this field in spelled-out version when it appears first time in the article. If such abbreviation that are unavoidable in the abstract it must be defined at their first mention there, or in the footnote. Ensure consistency of abbreviations throughout the article.

CO ₂	Carbon Dioxide
GHG	Greenhouse Gas
HKSAR	Hong Kong Special Administrative Region
ISO	International Organization for Standardization
LCA	Life Cycle Analysis
NEC	New Engineering Contract

REPORT STRUCTURE

The report structure could be various according to the research nature. However this report should cover the following basic contents.

The guides of references, tables, figures and appendix set out in this Final Report Template are also applicable to the Research Summary Report.

CHAPTER 1 INTRODUCTION

Begin the main body of the final report with statements introducing the general area and the reason that this research project is important. Explain what was important about the particular approach and how this work relates to previous work in the field. Please consider to include the following subsections:

- 1.1 Background**
- 1.2 Research Aim, Objectives, and Deliverables**
- 1.3 Scope of this Study**
- 1.4 Research Significance**
- 1.5 Research Methodology**
(Optional if Research Methodology forms an individual chapter)
- 1.6 Structure of this Report**

CHAPTER 2 LITERATURE REVIEW

(Optional if Literature Review is placed in Introduction as subsections)

CHAPTER 3 METHODOLOGY AND MATERIALS

The purpose of this chapter is to i) discuss the research philosophy in relation to other philosophies; ii) expound the research strategy, including the research methodologies adopted; and iii) introduce the research instruments developed and utilised in the pursuit of the research goals.

Provide sufficient detail to allow the work to be reproduced. Methods already published should be indicated by a reference: only relevant modifications should be described.

CHAPTER 4 RESULTS AND FINDINGS

State the findings / outcomes of the research project and explain their importance. Review and evaluate the findings / interpret the observations. Results and findings should be clear and concise.

CHAPTER 5 DISCUSSION AND APPLICATION

This chapter should explore the significance of the results of the project, not repeat them. Specify the value and impacts of the project outcomes on the construction industry as well as the limitations of the project. Review the achievements of the specific research objectives. Colour figures / tables for presenting data and findings are preferable.

A combined Results and Discussion section is often appropriate. Avoid extensive citations and discussion of published literature.

CHAPTER 6 CONCLUSIONS AND THE WAY FORWARD

The main conclusions of the study may be presented in a short Conclusions section, which may stand alone or form a subsection in Discussion section.

Provide a list of recommendations based on the research findings / outcomes. Recommend, if appropriate, potential areas for further research.

REFERENCES

Please adopt the American Psychological Association (APA) style reference as it is the most frequently used within the social sciences, and make sure the style is consistent throughout the report. Please ensure that every reference cited in the text is also present in the reference list (and *vice versa*).

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APPENDIX

Appendix I - Example of appendix

Attach appendix only if necessary. The style for appendix captions should be Normal, 12 pt, bold. Limit the each Appendix within 4 pages if possible.

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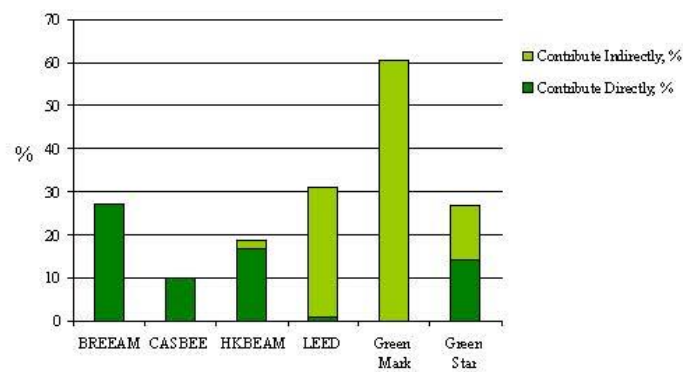
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