



**CONSTRUCTION  
INDUSTRY COUNCIL**  
建造業議會

[www.cic.hk](http://www.cic.hk)

# CONSTRUCTION INDUSTRY COUNCIL RESEARCH POLICY

APRIL 2025

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Street, Kwun Tong, Kowloon



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## 1. INTRODUCTION

One of the prime functions of the Construction Industry Council (CIC), which was formed on 1 February 2007 in accordance with the CIC Ordinance (Cap. 587), is to encourage research activities and the use of innovative techniques, and to establish or promote the establishment of standards for the construction industry.

The CIC believes that research and innovation are of fundamental importance to the sustainable development of the Hong Kong construction industry. Hence, the CIC is committed to working closely with industry stakeholders to drive innovation and initiate practical research projects.

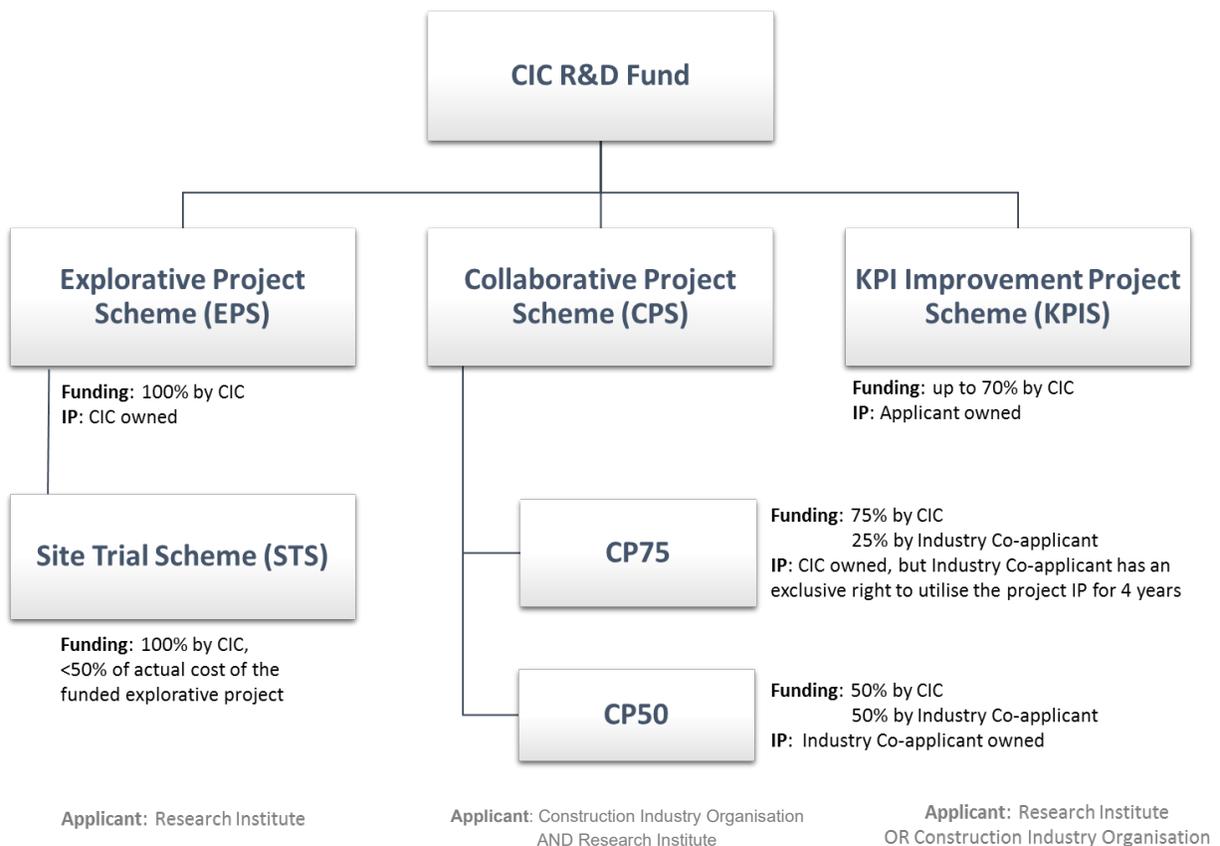
The CIC Research and Technology Development Fund (CIC R&D Fund) has been set up to provide financial support for research projects which can benefit the Hong Kong construction industry through practical application of the research outcomes, covering the areas of (i) Building Information Modelling (BIM); (ii) Construction Procurement and Project Management; (iii) Construction Productivity; (iv) Construction Safety; and (v) Green Construction.

This Research Policy provides a framework for governance of the CIC R&D Fund in line with CIC's vision to drive for excellence in the construction industry.

## 2. CIC R&D FUNDING SCHEMES

Three R&D funding schemes are administered by the CIC, as illustrated below:

- (i) Explorative Project Scheme and the associated Site Trial Scheme;
- (ii) Collaborative Project Scheme; and
- (iii) Key Performance Indicator (KPI) Improvement Project Scheme.



The Applicant may apply for funds under the various schemes, in a sequential manner, to take forward a major project which requires progressive research and development work in order to achieve practical implementation in construction practice. Each application will be considered by the CIC on its own merits.

## 2.1 Explorative Project Scheme and the Associated Site Trial Scheme

The Explorative Project Scheme (EPS) funds research projects to explore innovative ideas proposed by local research institutes. While the research products generated from these projects may not have immediate practical application in industry, they are expected to provide essential groundwork for further development of the innovative ideas for practical use.

The Site Trial Scheme (STS) supplements the EPS, by providing additional funding support for the research institute to carry out site trials to verify the research findings and further develop the research products generated from the EPS. Capped at 50% of the actual cost of the project funded under the EPS, the STS aims to facilitate the realisation and commercialisation of the research products from the explorative phase of the project. Intellectual property (IP) generated from the EPS / STS projects will be owned by the CIC.

## 2.2 Collaborative Project Scheme

Under the Collaborative Project Scheme (CPS), a local research institute (Lead Applicant) is required to collaborate with an industry organisation (the Co-applicant or industry partner) or vice versa to address a specific need. The CPS deliverables or research products should have industry-wide applicability. The Co-applicant will be responsible for funding not less than 25% of the project cost and steering the project direction with the CIC to achieve the desired project objectives. Two options with different contributions and ownership of IP rights are available under the CPS:

Option	CIC Contribution	Industry Co-applicant Contribution	Intellectual Property (IP) Right
CP75	75%	25%	Owned by CIC, the Co-applicant will be granted exclusive use of the research products for 4 years
CP50	50%	50%	Owned by the Co-applicant

## 2.3 KPI Improvement Project Scheme

The KPI Improvement Project Scheme (KPIS) encourages research institutes/industry organisations (the Applicant) to undertake research to develop new design methods, devices, processes, systems or applications for practical adoption in the construction industry. The main research objective is to achieve significant improvement in site safety (e.g. by eliminating potential hazards, enhancing safety

performance, reducing risk exposure, etc.), site productivity (e.g. reducing cycle time/manpower/cost, providing higher yield, etc.) or green construction (e.g. construction site environment and condition or construction and demolition waste, etc.).

As an example, developing innovative offsite prefabrication systems that can eliminate or reduce the use of external scaffolding and on-site manpower, or reduce crane usage and minimise damage to the prefabricated components during site installation, can lead to significant improvement in construction safety, productivity and quality. Another example is the development of innovative processes to optimise the logistics in order to minimise the cost and increase the reliability of delivery of MiC modules to different types of construction sites in the urban areas of Hong Kong. Under the KPIS, the Applicant should propose measurable KPI(s) for the assessment of the improvement. The CIC will contribute up to 70% of the project cost. The IP of the research products will be owned by the Applicant.

## 2.4 Joint Funding

The CPS is also applicable to research proposals which seek joint funding support from both the CIC and other research funding schemes initiated by the HKSAR Government (e.g. the Innovation and Technology Fund under the Innovation and Technology Commission). In such cases, the Applicant/Co-applicant should inform the CIC about their application for joint funding under the other research funding scheme, and the CIC could play the role as an industry partner. Ownership of the IP of the research products as well as all the associated terms and conditions will be subject to negotiation with relevant parties on a case-by-case basis.

## 2.5 Benefit Sharing

Applicants under the CPS and the KPIS are encouraged to offer sharing of the benefits generated from the use of the research products by the industry. The CIC will take benefit sharing into account in assessing the application. Benefit sharing may be in the form of waiving of license and/or royalty fees in using the research products, and incentives to encourage use of the research products such as offering a discounted price to local industry stakeholders, etc. The CIC expects site trials to be carried out under these two schemes.

## 2.6 Promotion of Research Outcomes

In order to promote the use of the research products for enhancing the performance of the construction industry, researchers are required to submit written reports for dissemination to the industry, and are invited to submit research papers for publication in the CIC Research Journal. They are also required to collaborate with CIC to showcase the research products, e.g. at CIC's Construction Innovation and Technology Application Centre (CITAC), make videos about the research project and/or the research products, and to present the research data and findings in seminars/conferences organised by the CIC for the industry, as deemed appropriate. They may also be asked to assist in the development of measures which could benefit the industry as a whole, such as to devise means to create market demand and to identify the supply chain for the research products. In undertaking the various means of promotion, researchers are expected to resolve any issues regarding permissions that may be required for the release of data provided by others.

## 3. APPLICATION AND ASSESSMENT

### 3.1 Eligibility for Application

**EPS and STS:** All research institutes<sup>1</sup> established or registered under the laws of the Hong Kong SAR are eligible to apply for funding from CIC for conducting construction-related research under the EPS. Under the STS, the Applicant must be the research institute undertaking the project funded under the EPS, and the project should be close to substantial completion with useful findings prior to application.

**CPS:** The Lead Applicant must be a research institute, collaborating with an industry organisation<sup>2</sup> (the Co-applicant or industry partner). The Lead Applicant should obtain the prior consent of the collaborating industry partner if the latter is referred to in the application form. If the application is successful, the Lead Applicant, the Co-applicant and the CIC will enter into an Agreement prepared by CIC. There could be more than one collaborating industry organisation under the CPS.

**KPIS:** The Applicant must be a research institute or an industry organisation registered under the laws of the Hong Kong SAR.

### 3.2 Application Procedures

The CIC will invite research proposals from research institutes and industry organisations. The CIC will send an acknowledgement to the Applicant within five working days of receipt of an application. The Applicant shall provide the following documents to the CIC:

- A completed application form duly signed by the Applicant and the Co-applicant, if applicable. This form can be downloaded from [http://www.cic.hk/eng/main/research\\_data\\_analytics\\_/research\\_fund\\_application/](http://www.cic.hk/eng/main/research_data_analytics_/research_fund_application/).
- The application form must be accompanied by a duly completed “CIC Research Fund – IP Rights Application Assessment Form, PART I & PART II” (Annex F), through which the Applicant shall declare its intention to apply any types of Intellectual Property Rights.

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<sup>1</sup> Research institutes are the research centres under the ITC and local universities (including all University Grants Committee (UGC)-funded institutions), and self-financing degree-awarding institutions registered under the Post-Secondary Colleges Ordinance (Cap. 320), Vocational Training Council Ordinance (Cap. 1130) or Hong Kong Metropolitan University Ordinance (Cap 1145).

<sup>2</sup> An industry organisation under the CIC R&D Fund is defined as a construction-related organisation registered under the laws of Hong Kong. It can be a public body, statutory body, private company, non-governmental organisation, trade association, or professional body which has legal authority to enter into a contract. For any private companies, the business registration certificate shall be submitted.

- A research proposal of no more than nine A4-sized pages (Times New Roman, font 12 or larger), containing the scope and objectives of the project, key research team members (Principal Investigator/Author of reports and supporting specialists), methodology, data sources, equipment required, expected deliverables/research products, estimated project cost and programme, funding from other sources obtained or being sought, if applicable, and expected benefits to the construction industry;
- Letter(s) of support from the collaborating organisation(s), if applicable;
- Letter(s) from the sponsoring organisation(s), if any; and
- One-page Curriculum Vitae (CV) for each key research team member, which should include the member's qualifications, track record in the relevant research fields, and a signed declaration of any potential/actual conflicts of interests.
- Failure to provide all required documents will delay the application procedures or may lead to the rejection of the application.

### 3.3 Assessment Procedures

The CIC will follow the steps below in assessing the research proposals (see also Annex A):

- (i) The CIC Secretariat will evaluate the research proposals and compile a shortlist, and may seek clarification or supplementary information from the Applicant.
- (ii) The shortlisted research proposals will be submitted to the relevant CIC Committees for review and approval. The Applicant is required to present the research proposal to the Committee(s), and may also be requested to revise the proposal.
- (iii) The CIC will notify the Applicant in writing of the assessment results. If successful, an Agreement will be signed between the Applicant and the CIC. The approved research proposal will form part of the Agreement. If unsuccessful, the reason will be given to the Applicant.

As regards IP rights, benefit sharing and related arrangements, these will be subject to negotiation among the parties concerned and must be agreed before the commencement of the project and set out in the Agreement.

### 3.4 Assessment Criteria

The key assessment criteria are as follows:

#### **Value of Research**

Whether

- (i) the research products will be of practical use to a wide spectrum of construction projects in Hong Kong;
- (ii) the research products can benefit the construction industry in the areas of Construction Safety; Construction Productivity; Green Construction; Construction Procurement and Project Management; and Building Information Modelling (BIM);
- (iii) manufacturers and supply chains will need to be found or established for practical use of the research products.

#### **Cost-effectiveness<sup>1</sup>**

Whether

- (i) the research products can be readily applied by the industry in a cost-effective manner as compared with traditional methods, including whether there is an economic incentive for adopting the research products in construction projects and whether there is a business case for supply of the products;
- (ii) the cost of the research project is justified by the benefits expected to be derived from use of the research products;
- (iii) there is/will be any duplication of work by other institutions/organisations.

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<sup>1</sup>Note: The CIC R&D Fund aims to broadly support research projects within the construction industry. Given our limited resources, we will place significant emphasis on cost-effectiveness when evaluating research proposals requesting more than 3 Millions in funding.

## Research Implementation

Whether

- (i) the capabilities of the research team are strong, taking into account the research team's research and management experience, track record, and staff resources adequacy and availability during the proposed programme;
- (ii) the research scope, methodology, available data sources and equipment, and the expected deliverables or research products are likely to meet the research objectives;
- (iii) site trials and practical tests are needed to validate the research findings and to prove the feasibility of practice use of the research products in construction projects;
- (iv) an industry organisation is needed to collaborate with the research institute to achieve practical use of the research products;
- (v) the estimated project cost and programme are reasonable and realistic.

### 3.5 Research Budget

The research budget should be clearly stated, with a detailed breakdown of the estimated expenditure that will be incurred between commencement and completion of the research project, for the following items:

**Manpower:** The approved project funding can be used to cover the salary and general fringe benefits of the staff who are specifically employed for the project.

**Equipment:** Justification for any equipment proposed to be purchased or hired should be provided for the CIC's approval. The Applicant is required to submit to CIC a list of equipment to be purchased or hired for the project, together with the costs to be charged during project implementation in the form of Annex E – "CIC Research Fund – Equipment Summary List" for approval prior to any purchase or hiring of equipment. The CIC may require the Applicant to transfer any equipment purchased under the project to the CIC or another party on completion of the project. Otherwise, the Applicant is required to keep all the equipment purchased for least two years after completion of the project or termination of the Agreement.

**Conferences/Seminars:** The Applicant is allowed to present the interim/final research findings at relevant conferences/seminars on obtaining prior permission from the CIC.

**Administrative Overheads:** For research institutes, the administrative overheads, including the audit cost, can be included in the project budget.

The CIC will pay actual costs incurred up to the CIC approved funding. The following expenses shall not be included in the funding application and research budget: general office and IT equipment; the costs of buying, setting up, renting or renovating an office; the formation or establishment of a limited company or organisation; depreciation/amortisation or provisions not representing actual expenses incurred; entertainment expenses; meals; local travelling expenses within Hong Kong; cash prizes for competitions; capital financing expenses (e.g. mortgage and interest on loans/overdrafts); and other costs not directly related to the project.

### 3.6 Approved Funding

The approved funding for a proposed project may be less than that requested if the CIC considers that any of the expenses are excessive or do not fall within the scope of CIC R&D funding scheme. Any record of mishandling of approved funds or lack of discipline in financial management is a factor which the CIC will take into account in considering future requests from the same Applicant or the same research team. The CIC reserves the right to claim against the Applicant for any loss, damages, costs, expenses and liabilities suffered or incurred by the CIC in connection with or by reason of the Applicant's failure to handle the approved funds properly.

## 4. RESEARCH IMPLEMENTATION

### 4.1 Project Monitoring

#### 4.1.1 Reporting

The effectiveness of an approved research project will be assessed by the CIC, by comparing the research products obtained against the project's original objectives and the target deliverables as set out in the research proposal. The Applicant is required to submit three types of reports as mentioned below. Where appropriate, these reports will be submitted to relevant Committee(s), Sub-committee(s), Task Force(s) and/or Working Group(s) of the CIC for review and endorsement. The CIC may witness any field trials and field or laboratory tests during the project implementation. In order to benefit the industry, the information and data in the reports may be made public and disseminated to relevant stakeholders as deemed appropriate by the CIC.

**Progress Reports:** The Applicant is required to submit to the CIC a progress report in the first month and additional progress reports every three months. The format of the progress reports will be specified by the CIC. The progress report should cover but not be limited to the consultations made, progress of key activities, purchases, expenditures, achievement of deliverables, and the work to be carried out in the remaining stages of the project. Sample is attached in Annex C.

**Interim Reports:** Interim reports may also be required by the CIC or submitted by the Applicant under the research proposal, to report significant interim findings.

**Final Report and Executive Summary:** The Applicant is required to submit to the CIC a final report with an executive summary, in a format specified by the CIC by the time specified in the Research Agreement. Samples are attached in Annex C. The report should cover, inter alia,

- (i) a review of relevant literature,
- (ii) a description of the work done,
- (iii) the methodology and data sources,
- (iv) views from relevant stakeholders,
- (v) the raw data and quantifiable results (where applicable),
- (vi) any other related research products such as new design methods, devices, equipment processes, systems, applications, etc.,
- (vii) an evaluation of the deliverables against the original objectives in the research proposal, and

- (viii) conclusions and recommendations for implementation in future construction projects.

#### 4.1.2 Presentations

In addition to the reporting requirements, the Principal Investigator is required to present the interim/final reports and research products to the relevant Committee(s), Sub-committee(s), Task Force(s) and/or Working Group(s) of 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.

The CIC will evaluate the quality of the research products and reports, and will take the result of such evaluations into account in considering future funding applications by the same Applicant.

### 4.2 Payment and Accounting Arrangement

Subject to the terms and conditions of the Agreement, the CIC will pay the actual project cost (capped by the approved budget) according to a payment schedule agreed with the Applicant. Unless otherwise agreed, payments will normally be made quarterly. Under the CPS, the CIC will make payments when the contribution from the Co-applicant is made. Under the KPIS, the CIC will make interim payments of up to a total of 70% of the actual project cost (capped by the approved budget). The CIC will make the remaining payment when the proposed KPI(s) is achieved and accepted by the relevant Committees (at least 30% of payment will be related to the KPI(s) achievement).

The CIC reserves the right to withhold any payment if there is any delay in the submission of progress reports or other reports, or the reports are not prepared to the satisfaction of the CIC, or the milestones set out in the research proposal are not achieved. The last payment will only be made upon acceptance of the final report and deliverables/research products by the relevant Committees. Subject to the final audited accounts, the Applicant may be required to return to the CIC any residual funds remaining in the project account upon completion or termination of the project.

### 4.3 Financial Records and Auditing

The Applicant is required to keep proper and separate books and records for the approved project, in accordance with the prevailing accounting standards and practice, for at least seven years after completion of the approved project unless otherwise agreed by the CIC. In this connection, financial audit and inspection of such books and records may be conducted by the CIC or its agent at any time during the project period and for up to seven years after the completion of the project.

On completion of the project, the Applicant is required to submit a statement of project accounts within a time to be specified by the CIC. The project accounts should be audited by an independent auditor who must be a Certified Public Accountant holding a practising certificate registered under the Professional Accountants Ordinance (Cap. 50) and complying with the Hong Kong Standard on Assurance Engagement 3000 (Revised) "Assurance Engagement Other Than Audits or Reviews of Historical Financial Information". The Applicant should make available to the auditors all information, documents and explanations relating to the project.

## 5. OTHER ADMINISTRATIVE DETAILS

### 5.1 Contractual Requirements

The Applicant shall enter into a binding Agreement with CIC for conducting an approved research project, following terms and conditions of the CIC. Sample Agreements are attached in Annex B for Applicants' information. The Applicant is deemed to accept and agree to be bound by the Terms and Conditions on the Agreement unless objection is made in writing along with the submission.

### 5.2 Prior Approval Requirements

The approved research project should be carried out strictly in accordance with the Agreement. Any significant amendment or addition, such as a change in project scope or programme, or replacement of the Principal Investigator or key research team member, will require the prior written approval of the CIC. Prior written approval of the CIC is also required if the Applicant intends to assign or transfer or subcontract all or part of the project to another party.

In the event, for reasons beyond its control, the Applicant 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 Applicant should report to the CIC as soon as practicable and propose as far as possible for the CIC's approval of a substitute staff having qualifications and experience comparable with the staff who is leaving the Project by filing a duly completed "Request for Change of Principal Investigator / Co-Investigator Form" (Annex D).

### 5.3 Suspension or Termination of Funding Support

The CIC reserves the right to suspend or terminate funding support to an approved research project if, for example, the progress of the project is unsatisfactory, or the chance of completion of the project is slim, or there is a breach of the terms and conditions of the Agreement, or if the CIC sees it fit to suspend or terminate the project due to changed circumstances.

Upon suspension or termination of a project, the Applicant may have to return all or part of the CIC funding within a time to be specified by the CIC. The CIC reserves the right to claim and recover from the Applicant all or part of the CIC funding that has been paid to or used by the Applicant.

#### 5.4 IP and Publication Rights

Ownership of the IP rights of the research products under the different CIC R&D funding schemes is stated in Section 2. If the IP rights are partly derived from the Applicant's previous work not funded by the CIC, ownership of the IP should be discussed and agreed between the CIC and the Applicant on a case-by-case basis prior to commencement of the project.

All applications must be accompanied by a duly completed "CIC Research Fund – IP Rights Application Assessment Form, PART I & PART II" (See Annex F) to declare their intention to apply any types of Intellectual Property Rights, such as patents or trademarks.

After project completion, if the project team would like to apply for IP Rights, they should submit the "CIC Research Fund – IP Rights Application Assessment Form, PART III" (See Annex G) and the "IP Rights Application Feasibility Assessment Report" (See Annex [\*]) to the CIC. CIC's approval must be obtained prior to making any applications for IP Rights.

Under the EPS, the CIC shall have the right to freely use or publish the data and results obtained from the research project, with suitable acknowledgement of the Applicant included in the publication. The Applicant may also use the data and results obtained from the research project for educational or non-profit-making purposes, provided that it must notify the CIC in writing in advance.

Prior written permission of the CIC is required if the Applicant wishes to publish the data or results obtained from the research project. This requirement, however, does not apply if the information is already in the public domain. For the CPS and KPIS projects, the data and results obtained should only be published with the prior written permission of all interested parties, including the industry partner, data owners, the CIC and the other funding organisation(s) (if any).

#### 5.5 Acknowledgment of Support and Disclaimer

The following acknowledgment and disclaimer statement should appear in all publications of the Applicant related to the projects funded by the CIC:

*"The Construction Industry Council (CIC) of Hong Kong has funded the work described in this paper/document. While this paper/document is published with the prior permission of the Executive Director of the CIC, its contents are solely the responsibility of the authors and do not necessarily represent the views of the CIC."*

## 5.6 Handling of Personal Data

All personal data submitted to the CIC are handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance. In this regard, the personal data provided in relation to applications for CIC funding will be used by the CIC or its authorised agents only for activities related to (i) processing and authentication of the applications, (ii) payment of personal expenses within the approved budget and any refunds thereof, and (iii) statistics and research purposes.

The personal data provided by the Applicant in their applications will be kept in confidence. The data may, however, be disclosed to third parties in Hong Kong or elsewhere, if such disclosure is necessary for the purposes mentioned above, is authorised or required by law, or if explicit written consent to such disclosure is given by the Applicant.

If necessary, the CIC will contact Government departments and other relevant parties to verify the personal data provided in the applications for the purposes mentioned above.

The Applicant may at any time request access to its personal data held by the CIC under the Personal Data (Privacy) Ordinance. A charge will be made to cover the cost of any photocopying of the data supplied. If the data subject considers that the data held by the CIC is inaccurate, any request for correction of the personal data should be made in writing.

## 5.7 Prevention of Bribery

The offer of an advantage to any officers or representatives or members of CIC, with a view to influencing the approval of an application, is an offence under the Prevention of Bribery Ordinance. Any such offer by the Applicant or its employee(s) or agent(s) will render the application null and void. The CIC may also withdraw its funding approval and hold the Applicant liable for any loss or damages which the CIC may sustain.

## 5.8 Indemnity

The Applicant shall indemnify the CIC against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the CIC or which may be brought or established against the CIC arising out of the breach of any of the terms and conditions of the Agreement by the Applicant. The Applicant, whether successful in obtaining funding support or otherwise, or any employees, agents, servants or associates of the Applicant shall not seek or claim any compensation, reimbursement, damages, indemnity or waiver from the CIC in relation to the preparation, submission and presentation of its research proposal.

### 5.9 Representations and Warranties

The Applicant shall represent and warrant that it has complied and will continue to comply with all applicable laws and regulations in Hong Kong, including but not limited to the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (which is annexed to Annex III of the Basic Law) in all activities associated with the approved project (including, without limitation, its promotions and related publications of information), and that it has used and will continue to use its best endeavours to ensure that every person employed or engaged by it does comply with all such laws and regulations.

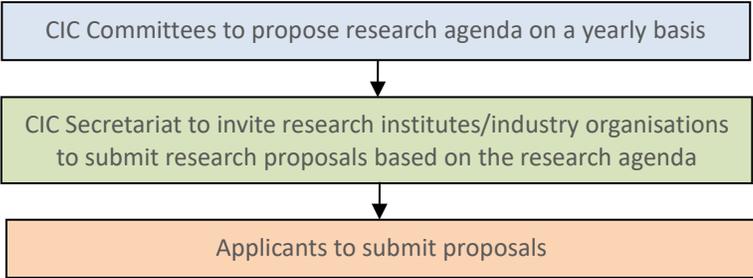
The Applicant shall further warrant that it will not use the Funding for or in connection with any illegal, immoral and/or improper activities having regard to the nature and objectives of the approved project.

Action by:

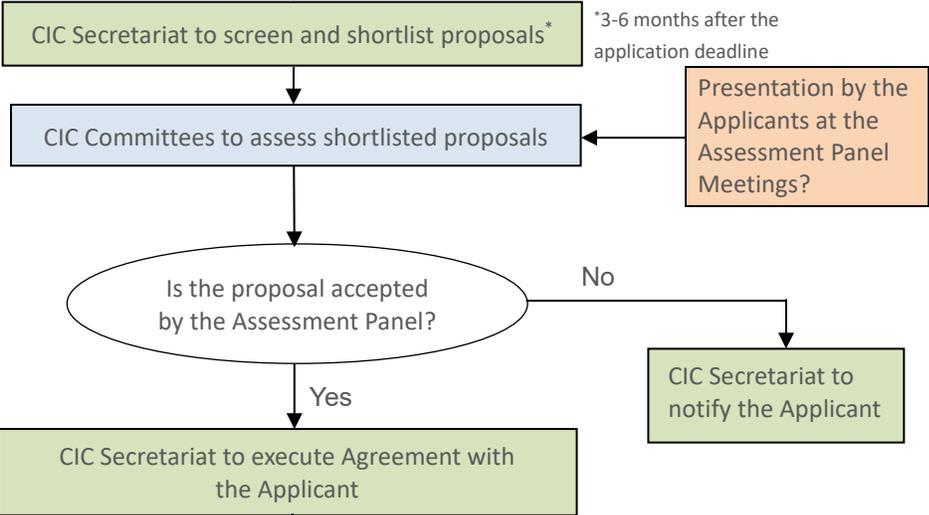
CIC Committees
CIC Secretariat
Applicant / Co-applicant

ANNEX A  
OPERATIONAL FRAMEWORK OF THE CIC R&D FUND

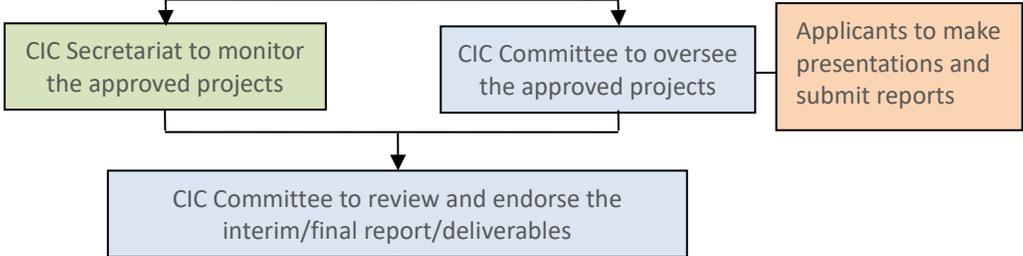
(a) Invitation



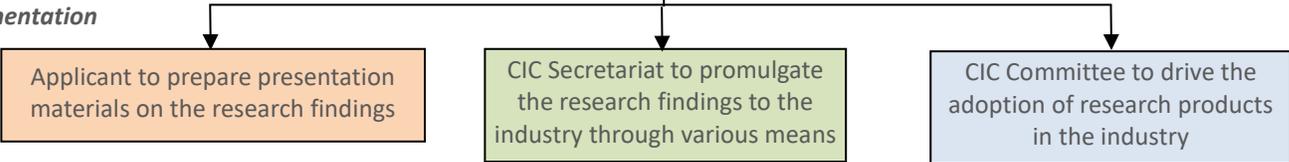
(b) Assessment & Approval



(c) Monitoring



(d) Implementation



ANNEX B  
RESEARCH AGREEMENT SAMPLE  
EXPLORATIVE PROJECT SCHEME

**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”), aiming at the following objectives:
- i) Objective 1
  - ii) Objective 2
  - iii) Objective 3
- (B) The Parties wish to set out the terms upon which the Project shall be carried out and administered:

**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 by submitting a duly completed “Request for Change of Principal Investigator / Co-Investigator Form”. 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 <sup>st</sup>	\$xxx,xxx (Max 10% of the payment by CIC)	Upon signing of the Research Agreement	N/A
2 <sup>nd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 1 <sup>st</sup> Progress Report and acceptance of items of the 1 <sup>st</sup> Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
3 <sup>rd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 2 <sup>nd</sup> Progress Report and acceptance of items of the 2 <sup>nd</sup> Milestone listed in Annex 1 by the CIC and subject to Clause Error! Reference source not found.3.
4 <sup>th</sup>	\$ xxx,xxx	X Months	Upon receipt of the 3 <sup>rd</sup> Progress Report and acceptance of items of the 3 <sup>rd</sup> Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
5 <sup>th</sup>	\$ 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 All intellectual property rights arising from the Project shall be vested in and owned by the CIC. For the avoidance of doubt, this Agreement does not affect the ownership of intellectual property right attributable to the Researcher's previous work not funded by the CIC ("Background Intellectual Property Rights"), the ownership of which shall be discussed and agreed between the CIC and the Research on a case-by-case basis. 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 Researcher will be solely liable, and shall indemnify the CIC against any liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with its infringement in accordance with Clause 9.1 hereof.
- 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, stating the costs to be charged during project implementation, in the form of "CIC Research Fund – Equipment Summary List" for approval prior to any purchase or hiring of equipment. 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 refer to the CIC or specific information of the CIC. In the event that data will be used in a way that will identify or make reference to the CIC or specific information of the CIC, prior written consent shall be sought from the CIC.
- 5.7 Any applications for registration of Intellectual Property Rights arising out of or in connection with the Project shall be made by the CIC, being the owner of such Intellectual Property Rights. The Researcher shall use its best endeavours to assist the CIC in making any such applications, including but not limited to filing a duly completed "IP Rights Application Feasibility Assessment Report" (see Annex [\*]), answering any requisitions and requests for further information from the Intellectual Property Department of the Hong Kong Special Administrative Region, and providing the CIC with all information and

documents (including, without limitation, drawings and technical specifications) that the CIC may reasonably require for the purpose of making such applications.

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.
- 10.2 The Researcher represents and warrants that it has complied and will continue to comply with all applicable laws and regulations in Hong Kong, including but not limited to the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (which is annexed to Annex III of the Basic Law) in all activities associated with the Project (including, without limitation, its promotions and related publications of information), and that it has used and will continue to use its best endeavours to ensure that every person employed or engaged by it does comply with all such laws and regulations.
- 10.3 The Researcher further warrants that it will not use the funds provided by CIC for or in connection with any illegal, immoral and / or improper activities, having regard to the nature and objectives of the Project.

## 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](mailto:mdfunding@cic.hk) respectively. Notices to the CIC shall be marked for the attention of XXXXX, 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.

- 12.10 The CIC is a public body listed under the Prevention of Bribery Ordinance (Cap. 201). Any person who, without lawful authority or reasonable excuse, offer, solicit or accept any advantage in connection with this Agreement, shall be guilty of an offence. The Researcher should advise its employees, subcontractors, agents and other personnel who are in any way involved in the funded project that they are not allowed to offer or solicit or accept from any person any money, gifts or other advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the project. The Researcher would be liable for any loss or damage to the CIC arising from the termination of the agreement where the termination is attributed to the commission of any offence under the Prevention of Bribery Ordinance (Cap. 201) in relation to the funded project by the Researcher, its employees, subcontractors, agents or other personnel who are in any way involved in the project.

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 XXXXXX )  
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SIGNED BY )  
XXXXXXXX )  
XXXXXXXX )  
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for and on behalf of )  
XXXXXXXXXXXX )  
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in the presence of XXXXXX )  
XXXXX )  
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COLLABORATIVE PROJECT SCHEME (CPS 75)

**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”), aiming at the following objectives:

- i) Objective 1
- ii) Objective 2
- iii) Objective 3
- iv) Objective 4

Benefit Sharing:

XXXXXXXXXXXXXXXXXXXX

(B) The Parties wish to set out the terms upon which the Project shall be carried out and administered.

**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 by submitting a duly completed "Request for Change of Principal Investigator / Co-Investigator Form". 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"). Hong Kong Dollars XXXXXX

(HK\$ xxx,xxx) shall be paid by the CIC and Hong Kong Dollars XXXXXXX  
(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 <sup>st</sup>	\$xxx,xxx (Max 10% of the payment by CIC)	Upon signing of the Research Agreement	N/A
2 <sup>nd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 1 <sup>st</sup> Progress Report and acceptance of items of the 1 <sup>st</sup> Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
3 <sup>rd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 2 <sup>nd</sup> Progress Report and acceptance of items of the 2 <sup>nd</sup> Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
4 <sup>th</sup>	\$ xxx,xxx	X 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 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 All intellectual property rights arising from the Project shall be vested in and owned by the CIC. For the avoidance of doubt, this Agreement does not affect the ownership of intellectual property rights of any Party generated or existing before the date of this Agreement, including but not limited to Intellectual Property Rights attributable to the Researcher's previous work not funded by the CIC ("Background Intellectual Property Rights"), the ownership of which shall be discussed and agreed between the CIC and the Research on a case-by-case basis. If the Background Intellectual Property Rights 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 Researcher will be granted the right to use products under the Project for a period of 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 Researcher will be solely liable, and shall indemnify the CIC against any liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with the Researcher's such infringement in accordance with Clause 9.1 hereof.
- 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, stating the cost to be charged during project implementation, in the form of "CIC Research Fund – Equipment Summary List" for approval prior to any purchase or hiring of equipment. 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 refer to the CIC or specific information of the CIC. In the event that data will be used in a way that will identify or make reference to the CIC or specific information of the CIC, prior written consent shall be sought from the CIC.
- 5.8 Prior to making any applications for registration of Intellectual Property Rights arising out of or in connection with the Project, the Researcher shall first obtain the approval of the CIC by submitting the "CIC Research Fund – IP Rights Application Assessment Form, PART III" and "IP Rights Application Feasibility Assessment Report".
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 7.1.2 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.

10.2 The Researcher represents and warrants that it has complied and will continue to comply with all applicable laws and regulations in Hong Kong, including but not limited to the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (which is annexed to Annex III of the Basic Law) in all activities associated with the Project (including, without limitation, its promotions and related publications of information), and that it has used and will continue to use its best endeavours to ensure that every person employed or engaged by it does comply with all such laws and regulations.

10.3 The Researcher further warrants that it will not use the funds provided by CIC for or in connection with any illegal, immoral and / or improper activities, having regard to the nature and objectives of the Project.

## 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](mailto:mdfunding@cic.hk) respectively. Notices to the CIC shall be marked for the attention of XXXXX, 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.
- 12.10 The CIC is a public body listed under the Prevention of Bribery Ordinance (Cap. 201). Any person who, without lawful authority or reasonable excuse, offer, solicit or accept any advantage in connection with this Agreement, shall be guilty of an offence. The Researcher should advise its employees, subcontractors, agents and other personnel who are in any way involved in the funded project that they are not allowed to offer or solicit or accept from any person any money, gifts or other advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the project. The Researcher would be liable for any loss or damage to the CIC arising from the termination of the agreement where the termination is attributed to the commitment of any offence

under the Prevention of Bribery Ordinance (Cap. 201) in relation to the funded project by the Researcher, its employees, subcontractors, agents or other personnel who are in any way involved in the project.

**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 )

SIGNED BY [Main Applicant] )  
XXXXXXXX )  
XXXXXXXX )

for and on behalf of )  
XXXXXXXXXXXX )

in the presence of XXXXX )  
XXXXX )

SIGNED BY [Co-Applicant] )  
XXXXXXXX )  
XXXXXXXX )

for and on behalf of )  
XXXXXXXXXXXX )

in the presence of XXXXX )  
XXXXX )

COLLABORATIVE PROJECT SCHEME (CPS 50)

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”), aiming at the following objectives:

- i) Objective 1
- ii) Objective 2
- iii) Objective 3
- iv) Objective 4

Benefit Sharing:

XXXXXXXXXXXXXXXXXXXX

(B) The Parties wish to set out the terms upon which the Project shall be carried out and administered.

**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 by submitting a duly completed "Request for Change of Principal Investigator / Co-Investigator Form". 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"). 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 <sup>st</sup>	\$xxx,xxx (Max 10% of the payment by CIC)	Upon signing of the Research Agreement	N/A
2 <sup>nd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 1 <sup>st</sup> Progress Report and acceptance of items of the 1 <sup>st</sup> Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
3 <sup>rd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 2 <sup>nd</sup> Progress Report and acceptance of items of the 2 <sup>nd</sup> Milestone listed in Annex 1 by the CIC and subject to Clause 3.3.
4 <sup>th</sup>	\$ xxx,xxx	X 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 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 All Intellectual Property Rights arising from the Project shall belong to the Researcher.
  - 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 Researcher will be solely liable, and shall indemnify the CIC against any liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with the Researcher's such infringement in accordance with Clause 9.1 hereof.
  - 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, stating the cost to be charged during project implementation, in the form of "CIC Research Fund – Equipment Summary List" for approval prior to any purchase or hiring of equipment. 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 refer to the CIC or specific information of the CIC. In the event that data will be used in a way that will identify or make reference to the CIC or specific information of the CIC, prior written consent shall be sought from the CIC.
- 5.7 Prior to making any applications for registration of Intellectual Property Rights arising out of or in connection with the Project, the Researcher shall first obtain the approval of the CIC by submitting the "CIC Research Fund – IP Rights Application Assessment Form, PART III" and "IP Rights Application Feasibility Assessment Report".

## 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 7.1.2 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.

- 10.2 The Researcher represents and warrants that it has complied and will continue to comply with all applicable laws and regulations in Hong Kong, including but not limited to the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (which is annexed to Annex III of the Basic Law) in all activities associated with the Project (including, without limitation, its promotions and related publications of information), and that it has used and will continue to use its best endeavours to ensure that every person employed or engaged by it does comply with all such laws and regulations.

- 10.3 The Researcher further warrants that it will not use the funds provided by CIC

for or in connection with any illegal, immoral and / or improper activities, having regard to the nature and objectives of the Project.

**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 XXXXX, 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.
- 12.10 The CIC is a public body listed under the Prevention of Bribery Ordinance (Cap. 201). Any person who, without lawful authority or reasonable excuse, offer, solicit or accept any advantage in connection with this Agreement, shall be guilty of an offence. The Researcher should advise its employees, subcontractors, agents and other personnel who are in any way involved in the funded project that they are not allowed to offer or solicit or accept from any person any money, gifts or other advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the project. The Researcher would be liable for any loss or damage to the CIC arising from the termination of the agreement where the termination is attributed to the commission of any offence under the Prevention of Bribery Ordinance (Cap. 201) in relation to the funded project by the Researcher, its employees, subcontractors, agents or other personnel who are in any way involved in the project.

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 )

SIGNED BY [Main Applicant] )  
XXXXXXXX )  
XXXXXXXX )

for and on behalf of )  
XXXXXXXXXXXX )

in the presence of XXXXX )  
XXXXX )

SIGNED BY [Co-Applicant] )  
XXXXXXXX )  
XXXXXXXX )

for and on behalf of )  
XXXXXXXXXXXX )

in the presence of XXXXX )  
XXXXX )

## KPI IMPROVEMENT PROJECT SCHEME

### 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”), 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

- (B) The Parties wish to set out the terms upon which the CIC will commission the Researcher to carry out the Project:

#### 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 by submitting a duly completed "Request for Change of Principal Investigator / Co-Investigator Form". 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 the 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 <sup>st</sup>	\$xxx,xxx	X Months	Upon receipt of the 1 <sup>st</sup> Progress Report and acceptance of items of the 1 <sup>st</sup> 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 <sup>nd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 2 <sup>nd</sup> Progress Report and acceptance of items of the 2 <sup>nd</sup> 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 <sup>rd</sup>	\$ xxx,xxx	X Months	Upon receipt of the 3 <sup>rd</sup> Progress Report and acceptance of items of the 3 <sup>rd</sup> 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 <sup>th</sup>	\$ xxx,xxx	X Months	Upon receipt and acceptance of the Summary Report, and the Final Report by the CIC with satisfaction.	Draft Deliverables to be submitted to CIC by the mid of XXX.
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 (the "Approved Additional Cost") 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 party's work or elements partially copied or modified from the work of a third party, the Researcher will be solely liable, and shall indemnify the CIC against any liabilities, claims, arbitrations, proceedings, costs, expenses, loss and damages arising from or in connection with its infringement in accordance with Clause 9.1 hereof.

- 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, stating the costs to be charged during project implementation, in the form of "CIC Research Fund – Equipment Summary List" for approval prior to any purchase or hiring of equipment. 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.
- 5.5 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.
- 5.7 Prior to making any applications for registration of Intellectual Property Rights arising out of or in connection with the Project, the Researcher shall first obtain the approval of the CIC by submitting the "CIC Research Fund – IP Rights Application Assessment Form, PART III" and "IP Rights Application Feasibility Assessment Report".

## **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 the 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.
- 10.2 The Researcher represents and warrants that it has complied and will continue to comply with all applicable laws and regulations in Hong Kong, including but not limited to the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (which is annexed to Annex III of the Basic Law) in all activities associated with the Project (including, without limitation, its promotions and related publications of information), and that it has used and will continue to use its best endeavours to ensure that every person employed or engaged by it does comply with all such laws and regulations.

- 10.3 The Researcher further warrants that it will not use the funds provided by CIC for or in connection with any illegal, immoral and / or improper activities, having regard to the nature and objectives of the Project.

## 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](mailto:mdfunding@cic.hk) respectively. Notices to the CIC shall be marked for the attention of XXXXX, 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.
- 12.10 The CIC is a public body listed under the Prevention of Bribery Ordinance (Cap. 201). Any person who, without lawful authority or reasonable excuse, offer, solicit or accept any advantage in connection with this Agreement, shall be guilty of an offence. The Researcher should advise its employees, subcontractors, agents and other personnel who are in any way involved in the funded project that they are not allowed to offer or solicit or accept from any person any money, gifts or other advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the project. The Researcher would be liable for any loss or damage to the CIC arising from the termination of the agreement where the termination is attributed to the commission of any offence under the Prevention of Bribery Ordinance (Cap. 201) in relation to the funded project by the Researcher, its employees, subcontractors, agents or other personnel who are in any way involved in the project.

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 XXXXXX )  
 )  
 )  
 )  
 )  
 )  
 )

SIGNED BY )  
XXXXXXXX )  
XXXXXXXX )  
 )  
for and on behalf of )  
XXXXXXXXXXXX )  
 )  
in the presence of XXXXXX )  
XXXXX )  
 )  
 )  
 )  
 )

ANNEX C  
RESEARCH REPORT TEMPLATES  
PROGRESS REPORT



**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>

## 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>		
<i>Total</i>			

## 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>

---

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:

SUMMARY REPORT

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.

**Contents**

Foreword – Research Institute ..... 1

RESEARCH HIGHLIGHTS ..... 2

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    1.2. Aims and Objectives..... 4

    1.3. Scope ..... 4

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3. RESEARCH FINDINGS AND DISCUSSION..... 6

4. RECOMMENDATIONS..... 7

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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:

Burns, T and Stalker, G.M. (1966). *The management of innovation*. London: Tavistock.

Walker, A. (1996) *Project management in construction*. 3<sup>ed</sup>. Oxford: Blackwell Science.

- Citing a paper/chapter in a book:

Flint, F.O. (1984). Advances in light microscopy of foods. *In*: G.G. Birch and K.J. Parker, (eds.) *Control of food quality and food analysis*. London: Elsevier Applied Science Publishers.

- Citing an e-book:

Eggers, D. (2008). *The circle* [Kindle Version]. Retrieved from <http://www.amazon.com/>

- Referencing an article in a periodical:

Wantanakorn, D., Mawdesley, M.J. and Askew, W.H. (1999). Management errors in construction. *Engineering, Construction and Architectural Management*, **6**(2), 112-20.

- Citing a thesis:

El-Askari Khaled Mohamed, S. (2000). *A methodology for expenditure planning of irrigation infrastructure using hydraulic modelling techniques*, Unpublished PhD Thesis, Department of Engineering, University of Southampton.

- Citing a conference paper:

Ashton, P. and Gidado, K. (2001). Risk associated with inadequate site investigation procedures under design and build procurement systems. *In: Akintoye, A (Ed.), 17th Annual ARCOM Conference, 5-7 September 2001*, University of Salford. Association of Researchers in Construction Management, Vol. 1, 961-9.

## 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

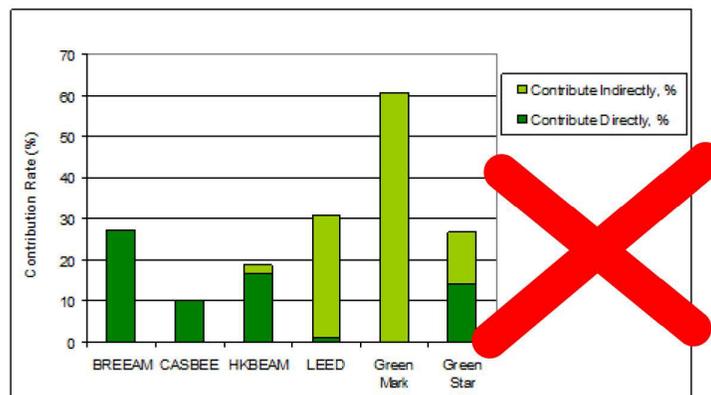
	Type I	Type II	Type III	Type IV
Development area I	12	123	24	46
Development area II	14	12	25	32
Development area III	18	16	21	45

The style for Table captions should be Normal, 12 pt, bold. The style for column headings and table text should be Normal, reduced to 10 pt. Limit the each table within 2 pages if possible.

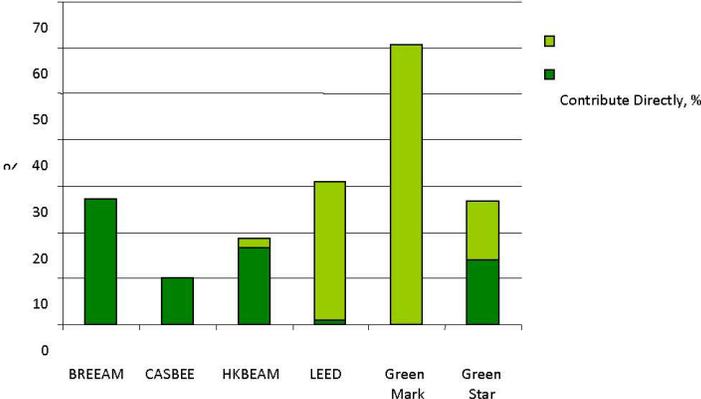
### Appendix III - Example of figures & charts

Figures and charts should be used where relevant, but do not use them unnecessarily. Make sure that they are not too complicated or large. If your work relies on the presentation of complex graphics, please make a point with an extract from a larger graphic.

- For figures and charts showing coordinate axis and contain texts, please make sure the size/pixels of the figure can display the numbers and texts clearly.
- Please do not include screen shots of computer displays.
- 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**

FINAL REPORT

'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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Figure 1.2: DEF ..... **XX**

**LIST OF TABLES**

Table 1.1: ABC.....**XX**  
Table 2.1: DEF .....**XX**

## 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 <sub>2</sub>	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*).

Any references cited in the abstract 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. Use of digital object identifier (DOI) is highly encouraged.

The following shows some example of reference.

- Citing a book in print:  
Burns, T and Stalker, G.M. (1966). *The management of innovation*. London: Tavistock.  
Walker, A. (1996) *Project management in construction*. 3ed. Oxford: Blackwell Science.
- Citing a paper/chapter in a book:  
Flint, F.O. (1984). Advances in light microscopy of foods. *In: G.G. Birch and K.J. Parker, (eds.) Control of food quality and food analysis*. London: Elsevier Applied Science Publishers.
- Citing an e-book:  
Eggers, D. (2008). *The circle* [Kindle Version]. Retrieved from <http://www.amazon.com/>
- Referencing an article in a periodical:  
Wantanakorn, D., Mawdesley, M.J. and Askew, W.H. (1999). Management errors in construction. *Engineering, Construction and Architectural Management*, **6**(2), 112-20.
- Citing a thesis:  
El-Askari Khaled Mohamed, S. (2000). *A methodology for expenditure planning of irrigation infrastructure using hydraulic modelling techniques*, Unpublished PhD Thesis, Department of Engineering, University of Southampton.
- Citing a conference paper:  
Ashton, P. and Gidado, K. (2001). Risk associated with inadequate site investigation procedures under design and build procurement systems. *In: Akintoye, A (Ed.), 17th Annual ARCOM Conference, 5-7 September 2001*, University of Salford. Association of Researchers in Construction Management, Vol. 1, 961-9.
- Citing a Web references:

Shiva, V. (2006, February). Bioethics: A third world issue. Nativeweb. Retrieved from <http://www.nativeweb.org/pages/legal/shiva.html>

## 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.

### 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
Development area III	18	16	21	45

The style for Table captions should be Normal, 12 pt, bold. The style for column headings and table text should be Normal, reduced to 10 pt. Limit the each table within 2 pages if possible.

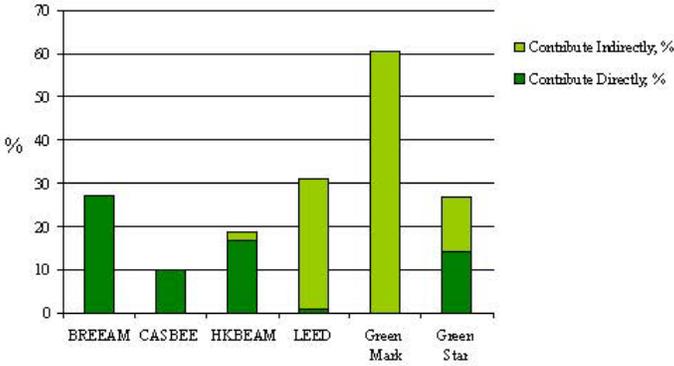
### Appendix III - Example of figures & charts

Figures and charts should be used where relevant, but do not use them unnecessarily. Make sure that they are not too complicated or large. If your work relies on the presentation of complex graphics, please make a point with an extract from a larger graphic.

- For figures and charts showing coordinate axis and contain texts, please make sure the size/pixels of the figure can display the numbers and texts clearly.
- Please do not include screen shots of computer displays.
- 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

ANNEX D  
“REQUEST FOR CHANGE OF PRINCIPAL INVESTIGATOR / CO-INVESTIGATOR FORM”  
TEMPLATES



Form ID: CIC-R&D-Form B  
Last updated: Apr. 2024

Request for Change of Principal Investigator / Co-Investigator

Project Title: \_\_\_\_\_

To be completed by the existing Principal Investigator (PI) / Co-Investigator (Co-I) \* concerned  
*(Please use additional sheet if necessary)*

Part 1 – State of progress of the Project

Part 2 – Reasons for Change of PI / Co-I \*

Part 3 – Name of nominated new PI / Co-I \* to replace the PI / Co-I \*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Institution / Organisation: \_\_\_\_\_

Part 4 – Past experience of the nominated new PI / Co-I \* in the research area at issue  
*(Please attach one page CV of nominated new PI / Co-I \*)*

Signature of the PI / Co-I \*: \_\_\_\_\_  
Name of PI / Co-I \*  
(in BLOCK letters): \_\_\_\_\_  
Date: \_\_\_\_\_

\* Delete if not applicable.



Form ID: CIC-R&D-Form B  
Last updated: Apr. 2024

**Request for Change of Principal Investigator / Co-Investigator**

**Part 5 – Declaration by the nominated PI / Co-I \* concerned**

I am willing to take up the role of Principal Investigator / Co-Investigator \* of the project titled \_\_\_\_\_ (project name) and assume full responsibility for completion of the project. I acknowledge that I will be held responsible and be accountable for the management and completion of the project.

Signature of the nominated  
PI / Co-I \*: \_\_\_\_\_  
Name of the nominated  
PI / Co-I \* \_\_\_\_\_  
(in BLOCK letters): \_\_\_\_\_  
Date: \_\_\_\_\_

**Part 6 – Endorsement by Institution / Organisation \***

I confirm that the above request for change of PI / Co-I \* is supported by the institution / organisation \*, and the nominated PI / Co-I \* meets all the requirements as the PI / Co-I \* of the CIC-funded research projects.

Signature: \_\_\_\_\_  
Name (in BLOCK letters): \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

\* Delete if not applicable.

ANNEX E

“CIC RESEARCH FUND – EQUIPMENT SUMMARY LIST” TEMPLATES



Form ID: CIC-R&D-Form D  
Last updated: Oct. 2022

CIC Research Fund – Equipment Summary List

**Section A – Research Project Information**

Project Title \_\_\_\_\_  
 \_\_\_\_\_  
 Principal Investigator \_\_\_\_\_  
 \_\_\_\_\_

**Section B – Equipment to Be Purchased\***

Item	Quantity	Unit Price (HKD)	Amount (HKD)
		Total	

*\* This form shall be submitted with the specification of equipment to the CIC ([rndfunding@cic.hk](mailto:rndfunding@cic.hk)) for record, prior to making any purchases.*

**Section C – Decision on Transfer or Dispose the Equipment (\* to be completed by CIC after project completion)**

Item	Quantity	Decision (Transfer / Dispose)	Justification

ANNEX F

“CIC RESEARCH FUND – IP RIGHTS APPLICATION ASSESSMENT FORM PART I & II” TEMPLATES



Form ID: CIC-R&D-Form F  
Last updated: Apr. 2024

**CIC Research Fund – IP Rights Application Assessment Form**

Please fill in PART I and PART II below and attach this form with your R&D Fund proposal for submission.

**PART I – Proposal Details**

Type	EPS* / CPS / KPIS
Area	BIM / Construction Procurement and Project Management / Construction Productivity / Construction Safety / Green Construction *
Title of Proposal	
Principal Investigator (“PI”)	
Position / Organisation	
Co-Investigator(s) (“Co-I”)	
Position / Organisation	

**PART II - Intention to Apply for Intellectual Property Rights (“IP Rights”)**

Please declare your intention to apply for any types of IP Rights for the above proposal (Please put tick  in the relevant box):

I WILL apply for IP Rights in respect of the captioned proposal after its completion.

I WILL NOT apply for IP Rights in respect of the captioned proposal after its completion.

Signature of the PI / Co-I: \_\_\_\_\_  
Name of PI / Co-I:  
(in BLOCK letters): \_\_\_\_\_  
Date: \_\_\_\_\_

*Remarks: According to the CIC RnD Fund Policy, the IP Rights for Explorative Project Scheme (EPS) research product is fully belonged to CIC, therefore, applicants are not allowed to apply for any types of IP Rights without CIC permission.*

ANNEX G

“CIC RESEARCH FUND – IP RIGHTS APPLICATION ASSESSMENT FORM PART III” TEMPLATES



Form ID: CIC-R&D-Form F  
Last updated: Apr. 2024

CIC Research Fund – IP Rights Application Assessment Form

**PART III**

**Section A – Research Project Information**

Project Title \_\_\_\_\_

Principal Investigator \_\_\_\_\_

**Section B – IP Rights Application Details\***

Applicant:	_____
Address of Applicant:	_____
Country of Incorporation:	_____
1 <sup>st</sup> Inventor's Name:	_____
2 <sup>nd</sup> Inventor's Name:	_____
3 <sup>rd</sup> Inventor's Name:	_____

**Section C – Assessment of feasibility to apply for IP Rights**

Declaration Statement	Status
Has the IP Rights application feasibility assessment report been prepared and submitted to CIC for review?	Yes / No
Is the “Description” of the invention be included in the report and clearly be described?	Yes / No
Is the “Abstract” of the invention be included in the report and clearly be described?	Yes / No
Are the “Drawings” which illustrate the invention be included in the report?	Yes / No
Is the precise “Claim” statement be included in the report?	Yes / No
Has the invention been checked with the Online Search System provided by Intellectual Property Department to ensure no conflict may occur with any existing inventions?	Yes / No

**Section D – Declaration by Applicant**

I confirm that the information / documents requested for IP Rights registration are completely prepared. I agree that the IP Rights shall be subject to continuous monitoring and oversight by the senior management of CIC.

Signature of applicant: \_\_\_\_\_  
 Name (in BLOCK letters): \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

*\*According to Intellectual Property Dep., “Claim” statement means the precise statements of technical features of the invention that you want to protect*