

Agreement No.

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

and

(THE RECIPIENT, GMB OPERATOR)

**SUBSIDY AGREEMENT FOR THE TRIAL OF
ELECTRIC PUBLIC LIGHT BUSES (FAST CHARGING TYPE)**

(Application Ref. No. :)

SUBSIDY AGREEMENT

DATED this _____ day of _____

BETWEEN:

(1) THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION as represented by the Director of Environmental Protection of 33/F., Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong (“**the Government**”); and

(2) ¹ *[(for sole proprietorship:) (full name of the sole proprietorship) _____, trading as (name) _____ of _____ (place of business) _____ (business registration number: (number))]* /

[(for partnership:) (full names of all partners) carrying on business in partnership at (place of business) under the name of (name of partnership firm)) _____ (business registration number: (number))] /

[(for Hong Kong company:) (company name) whose registered office is at (address) (company registration number: (number) and business registration number: (number))] /

[(for registered non-Hong Kong company) (company name) incorporated in (jurisdiction) whose principal place of business in Hong Kong at (address) (company registration number: (number) and business registration number: (number))]

(“**the Recipient**” which expression shall include its successors in title and assigns).

Recitals

(A) The Government has agreed to subsidize the Recipient, being a

¹ [Only one party clause should be used.]

green public light bus operator, to purchase an Electric Public Light Bus from a Prequalified Supplier in the Pilot Scheme for Electric Public Light Buses in accordance with the terms and conditions of this Agreement.

(B) The Recipient has agreed to carry out the Trial in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement,

“Associate” of any person means –

- (1) a relative or partner of that person; or
- (2) a company, one or more of whose directors is in common with one or more of the directors of that person;

“Associated Person” in relation to another person means –

- (1) any person who has Control, directly or indirectly over the other;
or
- (2) any person who is Controlled, directly or indirectly, by another;
or
- (3) any person who is Controlled by, or has Control over a person at (1) or (2) above;

“Business Organization” means a sole proprietorship or a partnership or a joint venture (whether incorporated or unincorporated);

“Charging Facilities” means a set of equipment comprising transformer, rectifiers, controllers, supporting frames, power cables, pantographs, plug-in backup chargers and any other associated facilities for the supply of electric power from the electricity company’s nearest power supply or transformer to the re-charging points of the Trial Electric Public Light Bus inside the Public Transport Interchange for re-charging the on-board battery packs of the Trial Electric Public Light

Bus;

“Company Director” means any person occupying the position of director by whatever name called and includes a de facto or shadow director;

“Control or Controlled” –

(1) means the power of a person (including any Associate or Associated Person), directly or indirectly (whether through one or more intermediaries or otherwise) to direct or influence or cause the direction or influence of the management, policies or affairs of another person in one or more of the following ways:

- (a) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or
- (b) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or
- (c) by virtue of holding office as a Company Director in that or any other person; or
- (d) by any other means;

(2) “influence” for the purpose of this definition includes the holding of 15% or more of the shares or interests or the possession of voting power in or in relation to any person referred to in (1)(a) above;

“Electric Public Light Bus” means a public light bus using one or more electric motors for propulsion and is solely powered by electricity from its on-board battery packs and is charged by the Charging Facilities as stipulated in the “*Technical Guidelines for Electric Public Light Buses (Fast Charging Type) and the Associated Charging Facilities*” published by the Environmental Protection Department;

“Eligible Electric Public Light Bus” means an Electric Public Light Bus for which (i) prior written type approval has been granted by the Transport Department and (ii) checking against Schedule 1 of the

Agreement for the Prequalified Supplier with the Government for the Pilot Scheme for Electric Public Light Buses and the requirements set out in the “*The Technical Guidelines for Electric Public Light Buses (Fast Charging Type) and the Associated Charging Facilities*” published by the Environmental Protection Department by the compliance checking assessor hired by the Government has been completed that the model is technically capable and acceptable for trial under the Pilot Scheme;

“Force Majeure Event” means –

- (1) any supervening outbreak of war affecting Hong Kong and/or any other parts of the People’s Republic of China, hostilities (whether war be declared or not), invasion, acts of public enemies, rebellion, revolution, acts of terrorism, military or usurped power, overthrow (whether by external or internal means) of the Government and/or the government of the People’s Republic of China, civil war, riot, civil disturbance, civil commotion, acts of God (including, but not limited to, typhoons, tornadoes, floods, earthquakes and other forms of inclement weather), supervening catastrophic event which is similar to the foregoing, government embargo restrictions, labour strikes, lock-outs (other than a strike or lock-out induced by the Party so incapacitated) or action or inaction on the part of public utilities; or
- (2) any event which is not caused or contributed to by, and is beyond the control of, the Recipient, any Associate or Associated Person or employee or agent or ex-employee or ex-agent of the Recipient and none of them can prevent the consequences of such event from happening;

and which, in any case of (1) or (2) above, materially prevents the performance of the Recipient’s duties and obligations under this Agreement; for the avoidance of doubt, any epidemic or any change of laws and regulations of whichever jurisdiction shall not be treated as a Force Majeure Event.

“HKD” means Hong Kong Dollars, the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;

“Independent Assessor” means a third-party assessor hired by the Government to check, collect and evaluate data and compile and submit report to the Government of a Trial Electric Public Light Bus under the Trial;

“Parties” means the Government and the Recipient; and “Party” means any one of them;

“Prequalified Supplier” means the supplier engaged by the Government to supply Eligible Electric Public Light Buses for the Pilot Scheme for Electric Public Light Buses in accordance with the terms and conditions of the Agreement for the Prequalified Supplier with the Government for the Pilot Scheme for Electric Public Light Buses;

“PSL” means the passenger service licence issued by the Commissioner for Transport in the name of the PSL holder in accordance with the provisions of section 27 of the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong);

“Purchase Price” means the price for the purchase of a unit of Trial Electric Public Light Bus as stated in an agreement which is executed by the Recipient and the Prequalified Supplier as consented by the Government in writing in advance in accordance with this Agreement;

“Ready for Use” in respect of a Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement,

means the use of the Subsidized Product will not infringe any laws of the Hong Kong Special Administrative Region;

“Related Company” (if the Recipient is a company) of the Recipient includes any one of the following: (a) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Recipient (“majority shareholder”); (b) a holding company or a subsidiary of the Recipient; (c) a holding company or a subsidiary of a majority shareholder (being a company) of the Recipient; or (d) a company in which a majority shareholder (being an individual) of the Recipient directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors;

“Relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent;

“Subsidized Product” means the Electric Public Light Bus named in Schedule 2 which is purchased by the Recipient with the Subsidy to carry out the Trial in accordance with this Agreement;

“Subsidy” means the funding provided by the Government to the Recipient for the Recipient to make payment of the Purchase Price in accordance with this Agreement;

“Subsidized Percentage” in respect of a unit of Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement, means the actual amount of subsidy already paid by the Government divided by the Purchase Price made by the Recipient for the purchase of that Subsidized Product times 100%;

“Surveyor” means the surveyor appointed by the Recipient and approved by the Government in writing for assessing whether Total Loss of the Trial Electric Public Light Bus occurred or assessing the resale value of the Trial Electric Public Light Bus;

“Total Loss” means that the Trial Electric Public Light Bus is assessed by a Surveyor to be beyond economical repair and would be written off in the statement of financial position of the financial statement of the Recipient in the subject year;

“Total Service Life” means eight (8) years of the Trial Electric Public Light Bus from the date of first registration under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong);

“Trial” means the trial to be conducted on the Trial Electric Public Light Bus by the Recipient as described in Schedule 1 in accordance with this Agreement (including but not limited to deploying the Trial Electric Public Light Bus to operate the public light bus service for the route under the operating schedule as stated in the PSL, collecting trial data and submitting report as provided in Clause 6);

“Trial Electric Public Light Bus” means an electric public light bus purchased by the Recipient to be put under the Trial.

“Trial Period” for each Trial Electric Public Light Bus means the period of twelve (12) consecutive months commencing from the date when the Trial Electric Public Light Bus is put under the Trial in accordance with this Agreement unless the Trial is terminated by the Government in accordance with this Agreement or this Agreement is terminated in accordance with the terms thereto. Subject to Clauses 8 and 17, if the Trial of the Trial Electric Public Light Bus is suspended for more than 7 consecutive Working Days during the Trial Period, excluding the days which are used for carrying out maintenance works for examination of Electric Public Light Buses in connection with registration under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) and the days which are used for carrying out the testing as required under Clause 6.8, the Trial Period shall be extended by the number of days that the Trial is suspended; and

“Working Day” means a day which is neither a general holiday (as defined and referred to in the General Holidays Ordinance (Chapter 149 of the Laws of Hong Kong)) nor a day on which tropical cyclone warning

signal no. 8 or above is hoisted or the black rain storm warning signal or “extreme conditions after super typhoons” announced by the Government is/are in force.

1.2 In this Agreement:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include every gender;
- (c) words importing persons include firms, companies, corporations and Business Organization and vice versa;
- (d) references to terms and conditions of this Agreement are references to the relevant terms and conditions set out in relevant clauses of this Agreement and relevant schedules to this Agreement;
- (e) references to Clauses and Schedules are references to the relevant clause in or Schedule to this Agreement;
- (f) the index and headings shall not affect the interpretation of this Agreement;
- (g) references to any obligation on any person to do any act or thing include an obligation to procure that act or thing to be done by another person;
- (h) references to “losses” or “liabilities” include all liabilities, damages, losses, compensation, injuries, costs, disbursements, expenses, claims and proceedings;
- (i) the expressions “including” or “includes” means including or includes without limitation;
- (j) references to any Government authority or official shall include a reference to any other Government authority or official from time to time substituting the first mentioned

Government authority or official or performing (in whole or in part) such of the functions performed by the first mentioned Government authority or official on the date of this Agreement as are relevant for the purpose of this Agreement;

- (k) nothing in this Agreement is to be construed as imposing any obligation on the Government not to refuse any consent, approval, permission or authorization unreasonably or to give any consent, approval, permission, or authorization without delay, save where expressly provided in this Agreement. The Government may impose any conditions it deems appropriate to any consent, approval, permission or authorization it gives (if any);
- (l) for the purpose of this Agreement, any act, default, negligence or omission of any contractor, servant, agent, licensee, or employee of the Recipient shall be deemed to be the act, default, negligence or omission of the Recipient;
- (m) where the Recipient comprises more than one person, all covenants undertakings and agreements made herein and all obligations under or arising from or in connection with or in relation to this Agreement assumed by the Recipient shall be deemed to be made and assumed jointly and severally by all the persons the Recipient comprises;
- (n) a reference to the Recipient in this Agreement is a reference to each of the persons constituting the Recipient;
- (o) all of the Schedules to this Agreement constitute an integral part of this Agreement;
- (p) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;

- (q) references to “Government” shall include its assigns, successors-in-title, and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (r) references to “laws” and “regulations” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity, regardless of the jurisdiction;
- (s) any word or expression to which a specific meaning has been attached in any part of this Agreement shall bear such meaning whenever it appears in the same and other parts of this Agreement;
- (t) references to a day mean a calendar day;
- (u) references to a month mean a calendar month;
- (v) words importing the whole shall be treated as including a reference to any part of the whole;
- (w) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in this Agreement or by reference to any other definition;
- (x) where a general obligation in this Agreement is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed; and
- (y) the expressions “holding company” and “subsidiary” have the meanings given to them in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

2. Government Subsidy

- 2.1 In consideration of the Recipient's undertaking to conduct the Trial in accordance with the terms and conditions of this Agreement, the Government shall provide the Subsidy to the Recipient in accordance with the terms and conditions of this Agreement and subject to Clause 2.9.
- 2.2 The approved subsidy for each unit of the Subsidized Product is set out in Schedule 2 ("the approved subsidy for each unit of the Subsidized Product").
- 2.3 The actual subsidy for each unit of the Subsidized Product shall not exceed the approved subsidy for that unit of the Subsidized Product or 80% of the Purchase Price of the Subsidized Product, whichever is lower.
- 2.4 The total approved subsidy for the Recipient is set out in Schedule 2 ("the total approved subsidy for the Recipient").
- 2.5 The Government shall reimburse the amount paid by the Recipient for settlement of the Purchase Price of a unit of a Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement upon receipt and verification of the supporting documents submitted by the Recipient to prove that the Recipient has settled the payment of the Purchase Price of that unit of the Subsidized Product **PROVIDED ALWAYS THAT** (A) the total amount of reimbursement paid by the Government (including reimbursement of interim payments made by the Recipient for such Purchase Price) for that unit of the Subsidized Product shall not exceed the approved subsidy for that unit of the Subsidized Product or 80% of the Purchase Price of the Subsidized Product, whichever is lower (B) the total amount of reimbursement paid by the Government (including reimbursement of such interim payments) to the Recipient for all units of Subsidized Products which are

purchased with the provision of the Subsidy in accordance with this Agreement (including that unit of Subsidized Product) shall not exceed the total approved subsidy for the Recipient in Schedule 2; and (C) that unit of the Subsidized Product has been delivered to the Recipient and is Ready for Use.

2.6 For the avoidance of doubt, the Government will not subsidize the Recipient for any amount in excess of the total approved subsidy for the Recipient.

2.7 Without prejudice to Clause 2.5, provided that the Recipient is required to make interim payments for the Purchase Price of a unit of the Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement, the Government shall reimburse the amount paid by the Recipient for settlement of an interim payment upon receipt and verification of documents which are submitted by the Recipient to prove that the Recipient has settled the interim payment **PROVIDED ALWAYS THAT** (A) the total amount of reimbursement paid by the Government (including reimbursement of such interim payments) for that unit of the Subsidized Product shall not exceed the approved subsidy for that unit of the Subsidized Product or 80% of the Purchase Price of the Subsidized Product, whichever is lower (B) the total amount of reimbursement paid by the Government (including reimbursement of such interim payments) to the Recipient for all units of Subsidized Products which are purchased with the provision of the Subsidy in accordance with this Agreement (including that unit of Subsidized Product) shall not exceed the total approved subsidy for the Recipient and (C) that unit of the Subsidized Product has been delivered to the Recipient and is Ready for Use.

2.8 The Recipient shall submit to the Government its request in writing for reimbursement of its payment(s) of the Purchase Price of a Subsidized Product (including reimbursement for interim payments (if any) made by the Recipient for such Purchase Price) together with copies of agreement, invoices and receipts to prove its payment(s) of the Purchase Price of that Subsidized Product (including any such interim payment(s) made). The Recipient shall submit all relevant

documents on request by the Government for verification of the settlement of the payment made by the Recipient. All copies of agreement, invoices, receipts and other documents submitted under this Clause 2.8 must be certified by the Recipient.

2.9 If the Recipient is incorporated, formed or established outside Hong Kong, a legal opinion in form and substance satisfactory to the Government and issued by a lawyer duly qualified to practise the laws of the place of incorporation, formation or establishment (as the case may be) of the Recipient and acceptable to the Government may be requested by the Government. The legal opinion, if required, should be made available upon request during the Trial Period. Upon such request, the Recipient shall provide such legal opinion covering the following issues and any other issues as may be required by the Government:

- (a) the Recipient is duly incorporated, formed or established and validly existing under the laws of the place of the Recipient's incorporation, formation or establishment and that the Recipient has full power, capacity and authority to carry on the business as it is now conducting and to perform pursuant to the terms and conditions of this Agreement;
- (b) the Recipient has the full power, authority and legal capacity to enter into and execute this Agreement and to incur the liabilities and perform the obligations thereunder;
- (c) this Agreement with the Government will, upon its execution by all the Parties, constitute the legal, valid and binding obligations of the Recipient in the place of its incorporation, formation or establishment and is enforceable against the Recipient in accordance with its terms;
- (d) the proposed mode of execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate action of the Recipient, and does not violate any provision of any applicable law, regulation or decree of the Recipient's place of incorporation, formation or establishment,

or the memorandum and articles of association or similar constitutional documents of the Recipient;

- (e) no authorisations, consents, approvals are required from any governmental authorities or agencies or other official bodies in the place of incorporation, formation or establishment in connection with the performance by the Recipient of its obligations under this Agreement;
- (f) this Agreement need not be registered or filed in the place of incorporation, formation or establishment of the Recipient in order to secure its validity and/or priority;
- (g) there is no restriction under the laws of the place of the Recipient's incorporation, formation or establishment affecting the Recipient's obligations under this Agreement;
- (h) the choice of the laws of Hong Kong to govern this Agreement is a valid choice of laws and would be recognised and given effect to by the courts of the place of incorporation, formation or establishment of the Recipient;
- (i) the judgment handed by the courts of Hong Kong after the adjudication of any dispute arising from this Agreement will be recognized and given effect to by the courts of the place of incorporation, formation or establishment of the Recipient; and
- (j) it is not necessary under the laws of the place of incorporation, formation or establishment of the Recipient that the Government be licensed, qualified or otherwise registered in such place of incorporation, formation or establishment in order to enable it to enforce its rights under this Agreement.

2.10 Notwithstanding anything to the contrary in this Agreement, the Government reserves the right to disqualify the Recipient from receiving the Subsidy on the grounds that the Recipient has engaged,

is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

3. Use of Subsidy

- 3.1 The Recipient shall only use the Subsidy for the sole purpose of purchase of the Subsidized Product. The Recipient shall not use the Subsidy for any other purposes, including but not limited to the operation, repair and maintenance of the Subsidized Product, and payment of the cost or rental of the land or premises for storage or parking of the Subsidized Product.

4. Purchase of Subsidized Product

- 4.1 To ensure openness, fairness and value for money, the Recipient shall only purchase Subsidized Products from Prequalified Suppliers who are not Associates, Associated Persons or Related Companies of the Recipient, unless with the written consent of the Government.
- 4.2 The Recipient shall seek the written consent from the Government before the Recipient entering into an agreement with a Prequalified Supplier for the supply of Subsidized Product and payment schedule.
- 4.3 If the cost of a purchased unit of Subsidized Product is over HK\$10,000, the Recipient shall make payment by cheque, bank transfer or credit card only.
- 4.4 The Recipient shall keep all the documents in relation to or for the purposes of the purchase of a Subsidized Product and all bank statements, invoices and receipts in respect of the payment for a period of no less than three (3) years after the completion of the Trial or three (3) years after the termination of this Agreement, whichever is later and shall be made available for inspection on request by the

Government, the Director of Audit, the Commissioner of the Independent Commission Against Corruption and their authorized representatives at all reasonable times during the continuation of this Agreement and the abovementioned 3-year period. This Clause shall survive the completion or termination (for whatever reasons) of this Agreement and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.

- 4.5 The Recipient shall not unilaterally change the description of the Subsidized Product set out in Schedule 2 unless written approval from the Government is obtained in advance. The Recipient shall ensure that the supporting documents which are submitted for reimbursement of payment(s) of the Purchase Price of a Subsidized Product purchased by the Recipient in accordance with Clause 2 of this Agreement, clearly state the description of the purchased product that meets the description of the Subsidized Product set out in Schedule 2. No reimbursement will be made to the Recipient for a product purchased by the Recipient if the product does not meet the description of the Subsidized Product set out in Schedule 2.
- 4.6 The Recipient shall ensure that its directors, officers, employees and agents will not offer, solicit or accept any advantage (as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong)) in connection with the purchase of a Subsidized Product.
- 4.7 The Recipient shall notify the Government in writing if it has come to the notice of the Recipient that it itself or any of its directors, officers, employees or agents has any financial, professional, commercial, personal or other interests in the procurement of a Subsidized Product under consideration within 7 Working Days from the date of notice of any such interest.
- 4.8 In case the Prequalified Supplier of the Subsidized Product fails to deliver the Subsidized Product according to the relevant agreement for supply, the Recipient shall notify the Government and propose further action for Government's consideration and agreement (such

agreement shall not be unreasonably withheld or delayed). The Recipient shall revise its proposed actions as reasonably requested by the Government after consulting the Recipient.

5. Insurance

- 5.1 The Recipient shall, at its own cost and expense, complete the purchase of insurance to cover the full market value of the Trial Electric Public Light Bus(es) for the Trial Period in no less than one month prior to the Commencement Date of the Trial as stipulated in Schedule 1.
- 5.2 If the Recipient receives insurance compensation for an insured Subsidized Product including for being damaged by accident, being stolen, or other causes which renders the Subsidized Product not available to complete the Trial during the Trial Period, the Recipient shall forthwith refund to the Government an amount which is equal to the insurance compensation received by the Recipient multiplied by the Subsidized Percentage of the Subsidized Product.
- 5.3 After the Trial Period, if the Recipient receives any insurance compensation for an insured Subsidized Product including for being damaged by accident, being stolen, or other causes which renders the Subsidized Product not operational before the end of the Total Service Life of the Subsidized Product, the Recipient shall forthwith refund to the Government an amount which is equal to the insurance compensation received by the Recipient multiplied by the Subsidized Percentage of the Subsidized Product. This Clause survives the completion or termination (for whatever reasons) of this Agreement and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.
- 5.4 If all the Trial Electric Public Light Buses under this Agreement are certified as Total Losses by a Surveyor during the Trial Period, the Trial as well as this Agreement shall be terminated automatically.

6. The Trial

- 6.1 The Recipient shall conduct the Trial for the Trial Period, unless the Government agrees otherwise in writing, as stipulated in Schedule 1 and in accordance with the terms and conditions of this Agreement.
- 6.2 The Recipient shall not sell or assign the Subsidized Products which are purchased with the provision of the Subsidy in accordance with this Agreement before the end of the Trial Period without the prior written consent of the Government.
- 6.3 The Recipient shall designate the Subsidized Products to be operated in the routes as stipulated in Schedule 1, and shall operate the Subsidized Products as other LPG/diesel Public Light Bus of the same route to the extent that is reasonably practicable. The Recipient shall revise the proposed routes as reasonably requested by the Government after consulting the Recipient.
- 6.4 The Government will provide a trial programme to the Recipient for the Trial within six (6) months from the date of signing this Agreement. The trial programme will set out the details of the Trial which shall include but not limited to:
- (a) trial routes for the Subsidized Products;
 - (b) locations of the Charging Facilities; and
 - (c) trial data to be collected in the Trial during the Trial Period.
- 6.5 The Recipient shall implement the trial programme under Clause 6.4 during the Trial Period. The Recipient shall obtain prior written approval from the Government for any amendment to the trial programme during the Trial Period.
- 6.6 The Recipient shall collect and/or allow to collect trial data for assessing the environmental, operational and economic performance of the Subsidized Products in the Trial during the Trial Period pursuant to the trial programme under Clause 6.4. The daily availability, distance travelled and electricity consumption of the Subsidized Products shall be recorded as part of the trial data and be

collected in such a manner reasonable to the Parties during the Trial Period.

- 6.7 The Recipient with the help of the Independent Assessor shall report the progress of the Trial and the trial data collected from the Trial to the Government on a monthly basis during the Trial Period.
- 6.8 Upon request by the Government and with the consent of the Recipient (such consent shall not be unreasonably withheld or delayed), the Recipient shall make available the Subsidized Product to the Government for the testing of its performance by the means as advised by the Government after consulting the Recipient. In such circumstances, the Recipient shall provide the necessary assistance and support to facilitate the testing, which shall include but not limited to provision of public light bus driver and electricity at the Recipient's own cost and expense.
- 6.9 The Recipient shall not use the Subsidized Product during the Trial Period to fulfill any contractual obligation in respect of any requirement imposed in any public works contract that the Recipient or other party has signed or will sign with the Government.
- 6.10 The Recipient shall ensure that its directors, officers, employees and agents will not offer, solicit or accept any advantage (as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong)) in connection with the Trial.

7. Prohibition of Other Subsidy

- 7.1 The Recipient shall not accept any other subsidy during the Trial Period (except the subsidy from the tax incentive schemes to encourage the use of the Electric Public Light Buses) from the Government, public bodies or charitable organizations in relation to the Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement.
- 7.2 The Recipient represents and declares that the Recipient has not

accepted any other subsidy (except the subsidy from the tax incentive schemes to encourage the use of the Electric Public Light Buses) from the Government, public bodies or charitable organizations in relation to the Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement.

- 7.3 The Recipient warrants that the Recipient will not accept any other subsidy during the Trial Period (except the subsidy from the tax incentive schemes to encourage the use of the Electric Public Light Buses) from the Government, public bodies or charitable organizations in relation to the Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement.

8. Termination of the Trial

- 8.1 The Government may terminate the Trial under the following circumstances:
- (a) the Recipient fails to commence the Trial within two (2) months from the Commencement Date of the Trial as stipulated in Schedule 1;
 - (b) the Recipient is found to have received before or during the Trial Period any other subsidy (except the subsidy from the tax incentive schemes to encourage the use of Electric Public Light Buses) from the Government, public bodies or charitable organizations in relation to the Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement;
 - (c) The Recipient is found to have sold or assigned the Subsidized Product(s) which is (are) purchased with the provision of the Subsidy in accordance with this Agreement before the end of the Trial Period without the prior written consent of the Government, in breach of Clause 6 of this Agreement;

- (d) the Recipient or any of its directors, officers, employees or agents is prosecuted under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) in connection with the purchase of a Subsidized Product or the Trial of a Subsidized Product which is purchased with the provision of the Subsidy in accordance with this Agreement;
- (e) the Recipient has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (f) the continued engagement of the Recipient or the continued implementation of the Trial is contrary to the interest of national security; or
- (g) the Government reasonably believes that any of the events mentioned in Clause 8.1(e) or Clause 8.1(f) above is about to occur.

8.2 The Government may (but is not obliged to) serve a notice to the Recipient to require the Recipient to remedy the failure and/or breach (if such failure/breach is rectifiable) as stipulated in Clause 8.1 of this Agreement within the timeframe as stated in the notice. If the Recipient fails to remedy the failure and/or breach as stipulated in Clause 8.1 of this Agreement within the timeframe specified in the notice, the Government may exercise its right to terminate this Agreement and the Government shall be entitled to cease to pay any unpaid portions of the Subsidy to the Recipient immediately. In such circumstances, the Government shall be entitled to require the Recipient to forthwith return to the Government all the Subsidy the Recipient has already received.

9. Premature Termination of the Trial

9.1 If for whatever reasons, the Recipient wishes to terminate the Trial before the end of the Trial Period as stipulated in Schedule 1, the

Recipient shall notify the Government in writing of the reasons. Subject to the prior written consent of the Government to the early termination of the Trial, the Recipient shall dispose of the Subsidized Products which are purchased with the provision of the Subsidy in accordance with any of the following arrangements:

- (a) The Recipient shall firstly seek a third party in the same transport trade who agrees to take up the Trial for the remaining Trial Period as stipulated in Schedule 1. The Recipient shall then transfer and assign all Subsidized Products which are purchased with the provision of the Subsidy in accordance with this Agreement for the Trial at its own cost and expense to the third party and procure the third party to enter into an agreement with the Government on similar terms and conditions of this Agreement;
- (b) If the Recipient fails to procure a third party to take up the Trial for the remaining Trial Period as stipulated in Schedule 1 in respect of a unit of Subsidized Product which has resale value, within two (2) months starting from the day on which the Recipient issues a written notice to the Government requesting the early termination of the Trial, the Recipient shall sell the Subsidized Product by public auction. After the auction, the Recipient shall return to the Government an amount which is equal to the Recipient's net receipt from the auction (i.e. the winning bid price less auction house charges) multiplied by the Subsidized Percentage of the Subsidized Product. To ensure due process is followed, the Recipient shall propose its choice of the auctioneer for the Government's written approval before the Recipient engages the auctioneer to sell the Subsidized Product; and
- (c) If the Recipient fails to procure a third party to carry out the Trial for the remaining period in respect of a unit of Subsidized Product which has no resale value as certified by a Surveyor within two (2) months, subject to the prior written consent of the Government, the Recipient may dispose of the Subsidized Product in compliance with the Waste Disposal (Chemical

Waste)(General)Regulation (Chapter 354 sub. leg. C of the Laws of Hong Kong).

- 9.2 Upon receipt of the written notice sent by the Recipient as provided under Clause 9.1 of this Agreement, the Government shall be entitled to cease to pay the outstanding Subsidy to the Recipient immediately.
- 9.3 Notwithstanding anything provided otherwise in this Agreement, this Agreement shall be terminated immediately upon (1) the execution of an agreement by both of the Government and the third party as stipulated in Clause 9.1(a) of this Agreement; or (2) the receipt by the Government of the money returned from the Recipient pursuant to Clause 9.1(b); or (3) the giving of the written consent by the Government to the Recipient to dispose of the Subsidized Product in accordance with Clause 9.1(c).
- 9.4 The Government shall be entitled to make public the notification made by the Recipient regarding its decision to terminate the Trial before the end of the Trial Period as stipulated in Schedule 1.

10. Disposal of Subsidized Products and Change of Ownership upon Completion of the Trial

- 10.1 The Recipient shall try its best endeavours to continue using the Subsidized Product, which is purchased with the provision of the Subsidy in accordance with this Agreement until the end of the Total Service Life of the Subsidized Product as far as it is economically feasible to do so.
- 10.2 The Recipient shall notify the Government in writing whenever it decides to discontinue to use the Subsidized Product; or to sell or assign to any third party the ownership of the Subsidized Product, which is purchased with the provision of the Subsidy in accordance with this Agreement, after the Trial Period of the Trial as stipulated in Schedule 1 until the end of the Total Service Life of the Subsidized Product.

- 10.3 Subject to Clause 10.4, after completion of the Trial until the end of the Total Service Life of the Subsidized Product, for any sale or assignment of Subsidized Product, the Recipient shall return to the Government the gain, if any, arising from the sale or assignment. The gain being the selling price stipulated in relevant document, such as the Notice of Transfer of Ownership of a Vehicle to the Transport Department, excluding any administrative fee incurred, less the actual cost that the Recipient had paid to procure the Subsidized Product. The actual cost is the Purchase Price of the Subsidized Product from the Prequalified Supplier approved by the Government less the Subsidy received by the Recipient.
- 10.4 The Recipient shall not sell or assign the ownership of Subsidized Products in Clause 10.3 to any of its Associates, Associated Persons or Related Companies.
- 10.5 The Government shall be entitled to make public the notification made by the Recipient for discontinuance to use the Subsidized Products, which is purchased with the provision of the Subsidy in accordance with this Agreement, after the Trial Period. This Clause survives the completion or termination (for whatever reasons) of this Agreement and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.

11. Independent Monitor and Verification

- 11.1 The Government may appoint an Independent Assessor (“the assessor”) to monitor the conduct of the Trial and verify its data and results. The Recipient shall permit the Government and the assessor to conduct on site verification checking. The Government or the assessor may request the Recipient to provide the data obtained or collected by the Recipient in the course of the Trial, the processed data in the data obtained or collected by the Recipient in the course of the Trial, and the compilations of the data and/or the processed data. The Recipient shall provide to the Government and the assessor the requested data, the processed data in the data obtained or

collected by the Recipient in the course of the Trial, and the compilations of the data and/or the processed data within seven (7) calendar days from the date of the Government's or the assessor's written request.

- 11.2 The Recipient shall keep and maintain all the data obtained or collected by the Recipient, the processed data in the data obtained or collected by the Recipient, and the compilations of the data and/or processed data in good condition and shall take all reasonable precautions to preserve their integrity and prevent their loss, damage, deterioration or theft for six (6) months after completion of the Trial or termination (for whatever reasons) of this Agreement, whichever is the earlier.
- 11.3 The Recipient, upon the Government's request, shall make available the Subsidized Product (free of charge) for the testing of its performance during the Trial Period and after the completion of the Trial.
- 11.4 Clauses 11.2 and 11.3 shall survive the completion or termination (for whatever reasons) of this Agreement and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.

12. Intellectual Property Rights

- 12.1 The Recipient shall ensure that the ownership of the Intellectual Property Rights subsisting in the compilations of the data obtained or collected by the Recipient from the Trial (including without limitation the trial data referred to in Clause 6.6, and the operation data, details of maintenance events and other information referred to in paragraphs C.(3) and C.(4) of Schedule 1) and the processed data, the reports (including but not limited to the reports referred to in Clause 6.7) and other publications provided by the Recipient under this Agreement (collectively, the "**Materials**") shall be vested in the Government immediately upon their creation.

12.2 The Recipient hereby waives and undertakes to procure all authors of the Materials to waive all moral rights (whether past present or future) therein, such waiver to operate in favour of the Government, its authorised users, assigns and successors-in-title and to take effect upon the vesting of the Intellectual Property Rights in the Government pursuant to Clause 12.1 of this Agreement.

12.3 The Recipient warrants that:

- (a) all the Materials provided by the Recipient under this Agreement to the Government, its authorized users, assigns, licensees and/or successors-in-title do not and will not infringe the Intellectual Property Rights or any other rights of any person and shall be original works created, developed or made by or on behalf of the Recipient;
- (b) the performance of this Agreement by the Recipient, the use, custody, operation and possession by the Government, its authorized users, assigns, licensees and/or successors-in-title of the Materials, and the exercise of any of the rights granted under this Agreement by the Government, its authorized users, assigns, licensees and/or successors-in-title do not and will not infringe any Intellectual Property Rights or any other rights of any person; and
- (c) the Recipient has full power, capacity and authority to enter into this Agreement and to perform all its obligations under this Agreement including without limitation the vesting of the Intellectual Property Rights in the Government in accordance with Clause 12.1 of this Agreement.

12.4 The provisions in Clause 12.1, Clause 12.2, and Clause 12.3 of this Agreement shall survive the completion or termination (for whatever reasons) of this Agreement and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.

13. Representations, Warranties and Undertakings

13.1 The Recipient represents, warrants and undertakes that:

- (a) this Agreement constitutes valid, legally binding obligations of the Recipient enforceable in accordance with its terms;
- (b) the Recipient shall ensure that at all times it complies with the terms and conditions of its PSL;
- (c) The Recipient shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Agreement;
- (d) all information and documents supplied, and statements and representations from time to time made by or on behalf of the Recipient in or in relation to this Agreement are genuine, true, accurate and complete;
- (e) throughout the Trial Period, no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Recipient's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Agreement;
- (f) throughout the Trial Period, it is not subject to any contractual obligation, or court judgment or ruling order or arbitration decision, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
- (g) throughout the Trial Period, no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Recipient or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager,

administrator or similar office in relation to any of the Recipient's assets or revenue; and

- (h) throughout the Trial Period, it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under this Agreement.

13.2 The warranties, representations and undertakings, express or implied, contained in Clause 13.1 of this Agreement, and those from time to time made in the course of performance of this Agreement, are collectively referred to as "Warranties", and each, a "Warranty".

13.3 Each of the Warranties shall be separate and independent and without prejudice to any other Warranty, and shall not be limited by reference to or inference from any other Warranty or any other provision of this Agreement.

14. Liability and Indemnity

14.1 Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of:


- (a) any loss of or damage to any of the Recipient's property or that of its employees, officers, agents, contractors or contractors' employees, officers or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise); or
- (b) any injury to or death of the Recipient (in the case where the Recipient is a natural person) or any of its employees, officers, agents, contractors or contractors' employees, officers, agents, save and except any such injury or death caused by the Negligence of the Government or any of its employees (in the course of employment).

- 14.2 The Recipient shall indemnify and keep the Government, its employees, agents, authorized users, assigns, and successors-in-title (each an "Indemnified Person") fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person, all claims, actions, investigations, judgments, arbitrations, proceedings, demands, threatened, brought or instituted by any person against an Indemnified Person (whether or not successful, settled, compromised, withdrawn or discontinued), losses, indebtedness, damages, costs, charges and expenses (including legal or expert fees and expenses on a full indemnity basis and taxes (if any) thereon) or liabilities of whatsoever nature arising from or in connection with any claim caused by any negligent act or omission or wilful misconduct of the Recipient or by any defect in the design, material, workmanship or installation of any part of the Subsidized Product or by the performance of the Trial.
- 14.3 The Recipient shall indemnify and keep the Government, its employees, agents, authorized users, assigns, and successors-in-title fully and effectively indemnified from and against all claims, actions, investigations, judgments, arbitrations, proceedings, demands, threatened, brought or instituted by any person against an Indemnified Person (whether or not successful, settled, compromised, withdrawn or discontinued), losses, indebtedness, damages, costs, charges and expenses (including legal or expert fees and expenses on a full indemnity basis and taxes (if any) thereon) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or relating to any allegation and/or claim for infringement of the Intellectual Property Rights or any other rights of any person arising from or in any way related to the performance of this Agreement by the Recipient, or the use, custody, operation and possession by the Government, its authorized users, assigns, licensees and/or successors-in-title of the Materials, or the exercise of any of the rights granted under this Agreement by the Government, its authorized users, assigns, licensees and/or successors-in-title.
- 14.4 The provisions in Clause 14 of this Agreement shall survive the completion or termination (for whatever reasons) of this Agreement


and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.

15. Acknowledgement of Support

15.1 The Recipient shall acknowledge the source of the Subsidy “Pilot Scheme for Electric Public Light Buses” and the Environmental

Protection Department logo:  in all publicity materials used by the Recipient during the entire Trial Period as stipulated in Schedule 1.

15.2 The Recipient shall display the Environmental Protection

Department logo:  of a minimum size specified by the Government at a conspicuous location on the Subsidized Product during the entire Trial Period as stipulated in Schedule 1.

16. Termination of Agreement

16.1 Notwithstanding anything provided otherwise in this Agreement, the Government shall be entitled to terminate this Agreement if:

- (a) Without prejudice to Clause 8.2 of this Agreement, the Recipient is in breach of any terms and conditions of this Agreement;
- (b) the Recipient fails to hold and maintain the PSL, or renew the PSL upon its expiry, throughout the Trial Period;
- (c) the passing of any resolutions, the initiation of any proceedings, or the making of any order which may result in the bankruptcy, winding up, dissolution, insolvency, administration, reorganisation or reconstruction of the Recipient (except a solvent reorganisation or reconstruction which the Government has approved in writing in advance prior to its

implementation) or the appointment of a receiver, provisional liquidator, liquidator, administrator, administrative receiver, conservator, custodian, trustee or similar officer of the Recipient or of any or all of the Recipient's assets or revenues, or if the Recipient makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of the above;

- (d) possession of any of the Recipient's assets is taken by a chargee or mortgagee;
- (e) the Recipient enters into a scheme of arrangement with its creditors;
- (f) the Recipient suffers prosecution in respect of non-payment of any money due to the Government or any person;
- (g) any other similar event, action or proceeding occurs or is taken in respect of the Recipient in any other jurisdictions;
- (h) the Recipient has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security; or
- (i) the continued performance of this Agreement is contrary to the interest of national security.

16.2 In any of the cases set out in Clause 16 of this Agreement, this Agreement shall absolutely terminate but without prejudice to the rights and remedies of the Government against the Recipient in respect of any antecedent claim or breach of any terms and conditions of this Agreement and the Government is entitled to cease to pay the Subsidy to the Recipient immediately and the Government shall be entitled to require the Recipient to forthwith refund to the Government all the Subsidy already paid to the Recipient.

16.3 If this Agreement is terminated due to the cancellation or suspension

of the Recipient's PSL under section 31 of the Road Traffic Ordinance (A) during the Trial Period, the Recipient shall dispose of the Subsidized Products in accordance with Clause 9(a), (b) or (c) of this Agreement; and (B) after the Trial Period, the Recipient shall dispose of the Subsidized Products in accordance with Clause 10.2, 10.3 and 10.4 of this Agreement. This Clause shall survive after termination of this Agreement and shall continue in full force and effect notwithstanding such termination of this Agreement.

17. Force Majeure

- 17.1 A Party materially prevented by a Force Majeure Event is entitled to be excused from fulfilling its obligations under this Agreement for so long as such Force Majeure Event shall render performance of this Agreement impossible. The affected Party shall as soon as possible give notice in writing to the other Party of the occurrence of the Force Majeure Event and the Government shall be entitled to suspend the provision of the Subsidy until the Force Majeure Event discontinues.
- 17.2 Should performance by the Recipient of its obligations under this Agreement be materially prevented by a Force Majeure Event for twenty-eight (28) days (either consecutive or in the aggregate) or longer, the Government shall be entitled, at the end of such period, to terminate this Agreement by not less than fourteen (14) days' notice in writing to the Recipient but without prejudice to the rights and remedies of the Government against the Recipient in respect of any antecedent claim or breach of any terms and conditions of this Agreement and the Government is entitled to cease to pay any unpaid portions of the Subsidy to the Recipient.
- 17.3 Subject to Clause 17.2 of this Agreement, in the event that performance of obligations under this Agreement is delayed by a Force Majeure Event, the Trial Period as stipulated in Schedule 1 shall be extended by the number of days of delay actually caused by such Force Majeure Event unless a different extension period shall be agreed between the Parties in writing. In all other respects the obligations of the Parties under this Agreement shall be unaffected.

18. Others

- 18.1 This Agreement shall be completed at the end of the Trial Period or when all the Trial Electric Public Light Buses under this Agreement reach the Total Service Life, whichever is the later.
- 18.2 The Government shall bear no responsibility, financial or otherwise, for expenditure or other liabilities arising from the Trial and/or the use of any Subsidized Products which are purchased with the provision of the Subsidy in accordance with this Agreement.
- 18.3 Nothing contained or implied by this Agreement is intended to or will create a partnership, joint venture, or association of any kind between any of the Parties. No Party shall hold itself out as the agent of any other Party except as expressly provided in this Agreement and nothing in this Agreement shall make one Party the agent of the other with the power to bind the other in respect of any of the rights and duties in this Agreement.
- 18.4 No failure, delay or other indulgence by any of the Parties in exercising any right, power or privilege constitutes a waiver of that right, power or privilege or of that Party's right to enforce that or any other provision of this Agreement.
- 18.5 The rights and obligations of the Parties do not merge on completion of any transaction contemplated by this Agreement and all Warranties survive the completion or termination (for whatever reasons) of this Agreement and shall continue in full force and effect notwithstanding such completion or termination (for whatever reasons) of this Agreement.
- 18.6 Any notice required to be given under this Agreement shall be in writing, addressed to the Recipient and the Government at the following address or facsimile number:

The Recipient

At the address set out at the head of this Agreement

For the attention of: _____

Fax no.: (852) _____

The Government

33/F, Revenue Tower,

5 Gloucester Road,

Wanchai, Hong Kong

For the attention of: Director of Environmental Protection,
Environmental Protection Department

Fax no.: (852) 2827 8040

Notices shall be deemed to have been given:

- (a) where delivered by hand – upon delivery;
- (b) where sent by facsimile transmission – upon dispatch (provided that a valid transmission report is received); or
- (c) where sent by post or courier to the address as provided in this Clause 18.6 – three (3) working days (for any place in Hong Kong) and seven (7) working days (for any place outside Hong Kong) after posting the same.

18.7 This Agreement sets out the entire agreement between the Parties and replaces and supersedes all previous arrangements and understandings, representations or agreements between the Parties relating to the subject matter hereof, whether express or implied in relation to the Subsidy.

18.8 No variation to any terms or conditions of this Agreement may be made unless such variation is agreed in writing and signed by each of the Parties to this Agreement.

18.9 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, so that each provision is

severable from each other provision.

18.10 Save as provided in this Agreement, the Recipient shall not, either in a single transaction or in a series of transactions, whether related or not, assign, sell, lease, license, sub-license, delegate, transfer, charge, create interests, options or right of pre-emption in respect of, or destroy or permit to lapse or expire, or dispose of, any of its interests, rights, benefits or obligations under this Agreement (whether in whole or in part).

18.11 The Recipient may, subject to the prior written approval of the Government (such approval shall not be unreasonably withheld or delayed), engage the services of independent contractors to assist it with its duties hereunder provided that the Recipient:

- (a) shall not be relieved from any of its obligations hereunder by engaging any such independent contractor and shall remain fully liable to the Government for the performance of such obligations;
- (b) shall remain liable for any act or omission of any such independent contractor as if such act or omission were its own; and
- (c) shall secure binding obligations from any such independent contractor so as to ensure that the Recipient complies with its obligations under this Agreement.

18.12 The Recipient shall at its own cost and expense do and execute any further things and documents (or procure that the same be done or executed) as may be required by the Government to give full effect to the provisions in this Agreement and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.

18.13 Except where expressly provided to the contrary this Agreement and all provisions of this Agreement shall inure to the benefit of and be

binding upon the Parties to this Agreement their successors, assigns and licensees.

18.14 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

18.15 The Parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this Agreement pursuant to the Contracts (Right of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

18.16 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and each Party irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

AS WITNESS the hands of the Parties hereto the day and year first above written.

SIGNED by *(name & title)*)
_____)
for and on behalf of the Government)
in the presence of :-)
_____)
(witness)

Signature:
Name:
Title:

(Where the Recipient is a sole proprietorship.)

SIGNED by *(full name of the sole proprietorship)*)
_____)
Hong Kong identity card number:)
_____)
Business registration number:)
_____)
_____) *(affix chop of sole proprietorship)*
in the presence of :-)
_____)
(witness)

Signature:
Name:
Occupation:

(Where the Recipient is a **partnership**.)

SIGNED by (full names of all partners))

_____)

Hong Kong identity card number:)

_____)

Business registration number:)

_____)

) (affix chop of partnership)

in the presence of :-)

_____)

(witness)

Signature:

Name:

Occupation:

(Where the Recipient is a **company** registered under the Companies Ordinance.)

SIGNED by (full name of a director / authorized signatory)²)

_____)

Hong Kong identity card number:)

_____)

) (affix company chop)

Company registration number and)

Business registration number:)

_____)

_____)

² Subject to the provisions of the articles of association and other constitutional documents of the relevant company and board resolution.

for and on behalf of)
(company name))
in the presence of :-)
_____)
(witness)

Signature:
Name:
Occupation:

Sample

Schedule 1 – The Trial

A. The title of the Trial: **Pilot Scheme for Electric Public Light Buses**

B. The Trial Period shall last for (12) **twelve consecutive months** commencing from _____ (“the Commencement Date of the Trial”) or such another date proposed by the Recipient as agreed by the Government in writing.

C. The details of the Trial:

- (1) The Recipient shall deploy X unit(s) of Electric Public Light Bus(es) purchased with the provision of the Subsidy in accordance with this Agreement to provide green minibus services as listed in the Table below to test out the performance of the Electric Public Light Buses for the Trial Period.

Subsidized Product (model/make and number of units)	Minibus Route Number	Minibus Route Details
	Hong Kong Island Green Minibus Route number XX	From AA to BB
	Hong Kong Island Green Minibus Route number XX	From CC to DD

- (2) The Recipient shall comply with Clause 4 of this Agreement for the purchase of the Subsidized Product.
- (3) The Recipient shall record daily operation data and details of each maintenance event of the Subsidized Product during the Trial Period for evaluating the performance of the Subsidized Product. The data and information to be recorded by the Recipient shall include, but not limited to, distance travelled, electricity consumption, maintenance cost, and any other relevant data in the forms provided by the Independent Assessor. The Government shall have the right to revise the forms and data to

be recorded therein as it thinks fit.

- (4) The Recipient shall record monthly operation data and details of each maintenance event of a conventional counterpart providing the same services that the Subsidized Product will serve as stated in subsection (1), during the Trial Period for comparison with the performance of the Electric Public Light Bus. The data and information to be recorded by the Recipient shall include, but not limited to, distance travelled, fuel consumption, maintenance cost, and any other relevant data in the forms as provided by the Independent Assessor. The Government shall have the right to revise the forms and data to be recorded therein as it thinks fit.

Schedule 2 – The Subsidized Product

The name of the Subsidized Product	The description of the Subsidized Product	The approved subsidy for each unit of the Subsidized Product (HK\$) (a)	Number of the approved Subsidized Product (Unit) (b)	The approved subsidy for each model of the Subsidized Product (c) = (a) x (b)
Electric Public Light Bus	Electric Public Light Bus Make/model: Manufacturer:	(HK\$XXXX)	(The number of the approved Subsidized Product)	(HK\$XXXX)
			The total approved subsidy for the Recipient (HK\$)	(HK\$XXXX)

Note: The actual subsidy reimbursable for each unit of the Subsidized Product shall not exceed the approved subsidy for that unit of the Subsidized Product or 80% of the Purchase Price of the Subsidized Product, whichever is lower.