

Content of General Terms and Conditions (T&Cs) and Safety Production Management Agreement with Appendix

- **General Terms and Conditions for Equipment (P.2 to P.21)**
- **General Terms and Conditions for Service (P.22 to P.39)**
- **Safety Production Management Agreement with Appendix (P.40 to P.70)**

CONTRACT FOR SUPPLY OF PRODUCTS (For Equipment)

This contract for supply of products (the “**Contract**”) is entered into and made effective as of _____ (“**Effective Date**”) between:

1. **Hong Kong Microelectronics Research and Development Institute Company Limited**, a company incorporated in Hong Kong, having its registered office at Unit 501-503 & 505, 5/F, 12W, 12 Science Park West Avenue, Hong Kong (“**MRDI**”); and
2. [Legally Registered Name of Supplier], a company incorporated in [jurisdiction/location of incorporation] having its registered office at [Legally Registered Address of Company] (“**Supplier**”).

RECITAL

- A. MRDI issued the Invitation to Tender No. [Tender Reference Number] (the “**Tender Documents**”) on [Date of Tender Issue], inviting qualified suppliers to submit Tenders for the supply of “[Name/Title of Equipment/Products]” [and related services].
- B. The Supplier has submitted its Tender in accordance with the Tender Documents.
- B. Both parties agree to enter into this Contract in accordance with the terms and conditions of the Tender Documents and the provisions hereof.

IT IS HEREBY AGREED AS FOLLOWS: -

Section 1 – Definitions and Interpretation

- 1.1 In these Tender Documents, the following words and expressions shall have the respective meanings ascribed to them below unless the context otherwise requires:-

“Associate” means in relation to any person: (a) a Relative or partner of that person; or (b) a company one or more of whose Directors is in common with one or more of the Directors of that person.

“Associated Person” means in relation to another person: (a) any person who has Control, directly or indirectly, over the other; (b) any person who is Controlled, directly or indirectly, by the other; or (c) any person who is Controlled by, or has Control over, a person as specified in item (a) or (b) above.

“Cap.”	means a Chapter of the Laws of Hong Kong.
“Company” or “MRDI”	means Hong Kong Microelectronics Research and Development Institute Company Limited, whose registered office is situated at Flat 501-5, 5 th Floor, Building 12W, Hong Kong Science Park, Shatin, New Territories, Hong Kong.
“Control”	means in relation to another person the power of a person to secure: (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; (b) by virtue of powers conferred by any constitution, articles of association, partnership or arrangement (whether legally enforceable or not) affecting that or any other person; or (c) by virtue of holding office as a Director in that or any other person; that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.
“Director”	means any person occupying the position of a director by whatever name called and includes a de facto or shadow director.
“Fee” or “Price”	means the fees and charges to be paid by the Company to the Supplier for the Products provided by the Supplier to the Company under the Contract.
“Force Majeure Event”	means, with respect to a party, an unforeseeable and supervening event outside of such party’s reasonable control which is not caused by the fault, omission or negligence of such party, including any flood, fire, lightning, earthquake, storm, explosion, meteor, government action, outbreak or continuation of pandemic, epidemic or infectious disease, accident, embargo, blockade, riot, any kind of war, acts of terrorism (which has direct impact on the performance of the duties and obligations of a party) or of the public enemy, power outage or acts of God.
“HK Dollar”, “HK\$”	means the Hong Kong Dollar, the lawful currency of Hong Kong.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Intellectual Rights”	Property means patents, copyrights, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or

processes and other intellectual property rights (of whatever nature and wherever arising) whether now known or hereafter created and in each case whether registered or unregistered and including applications for the grant of any such rights.

“Negligence” has the same meaning as that assigned to it under the Control of Exemption Clauses Ordinance (Cap.71).

“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.

“Products” means the detailed description of goods to be supplied by the Supplier to the Company in accordance with the Contract.

“Protected Information” means all the contents of MRDI, including materials, data and information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of MRDI, the Price Schedule and all the materials, data and information which may come to the Supplier’s knowledge in connection with, incidental to or in the course of carrying out/ providing of the Products, recommendations, advice or tests made, given or undertaken by the Supplier in connection with the performance of its obligations hereunder, any other information and data which MRDI considers secret, confidential or commercially sensitive.

“Reference Number” means the [Tender Ref. No.] of this Tender.

“Specifications” means the technical description of Products contained in this Invitation to Tender or, as the context requires, in the Technical Proposal provided by a Supplier.

1.2 Capitalized terms used in this Contract, unless the context otherwise requires or otherwise defines, shall have the same meanings ascribed to them in Part I – Interpretation of the Tender Documents. The Tender Documents form an integral part of this Contract.

1.3 Unless the context otherwise requires, words importing the singular only include the plural and vice versa.

- 1.4 Unless the context otherwise requires, each gender includes all other genders.
- 1.5 Sections and clause headings to any provision in these Tender Documents are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of these Tender Documents.
- 1.6 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent amendment, order, regulation or instrument from time to time.
- 1.7 References to time and dates in these Tender Documents shall be construed as Hong Kong time and dates.
- 1.8 Reference to statute includes all subsidiary legislation made under the statute.
- 1.9 Words importing a person shall, where the context so requires or admits, include an individual, a firm, partnership, trust, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organizations having legal capacity.
- 1.10 Unless the context requires otherwise –
- (a) any word or expression to which a specific meaning has been attached in any part of these Tender Documents shall bear such meaning whenever it may appear in the same and other parts of the Tender Documents; and
 - (b) any rule of construction set out in any part of these Tender Documents shall apply to other parts of the Tender Documents.
- 1.11 Unless otherwise provided, all payments in relation to the Tender shall be made in Hong Kong Dollars.
- 1.12 Where in these Tender Documents there is a reference to a clause, sub-clause, schedule, appendix or attachment by number or by letter, such reference shall be construed (unless the context otherwise requires) as a reference to the clause, sub-clause, schedule, appendix or attachment of that number or letter contained in the relevant part of these Tender Documents.
- 1.13 Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.
- 1.14 The words “include” and “including” shall be construed without limitation to the words following.

Section 2 – General Conditions of Contract

1. Contract Period

The Supplier shall provide the Products to MRDI commencing on [Date] until [Date]/ [the completion and/or the delivery, installation, and final acceptance of all the Products] ("Contract Period").

2. Products to be Provided

2.1 Without prejudice to any other provisions of this Contract, the Supplier shall, during the Contract Period, [description of the Products/ Equipment and pertinent particulars e.g. provide/ maintain and employ/ deliver/ install/ commission/ and/or ensure the satisfactory operation of the Products/ Equipment].

2.2 The Supplier shall, upon and subject to the terms and conditions of the Contract herein, [deliver/ install/ carry out/ and/or complete the Products] in accordance with the directions and to the reasonable satisfaction of MRDI, who may, from time to time, issue further details, and/or written directions with regard to the Products.

3. Price and Payment Terms

3.1 The Price and payment terms of the Products, including the respective timeline/ payment schedule of the Products, are more particularly described in Schedule 1 of this Contract.

3.2 No increase in the Price shall be made (whether on account of increased material, labour, transport costs, fluctuation in rates of exchange, or otherwise) without the prior written consent of MRDI.

3.3 The Supplier shall invoice MRDI in respect of the Products completed in accordance with the Payment Schedule stated in Schedule 1. The invoice shall state the Reference Number and necessary particulars, including what works/ portions of the Products are completed, the rate and/or the amount payable.

3.4 Subject to the performance of the Products in accordance with the terms and conditions of the Contract and to the satisfaction of MRDI, the Fees of the Products will be paid within thirty (30) working days after the relevant invoice is certified and acknowledged by MRDI.

3.5 The Supplier shall deliver all correspondence(s) concerning payments to the [[title of contact person re payment] (Attn: [name of contact person re payment]) at [address]], or to such other person at such address as specified by MRDI. MRDI shall not be held responsible for any delay in payment if invoices and correspondence are not so addressed.

4. Variation

4.1 Particulars of the Products as addressed under the Contract shall be those as laid down in Part IV – Schedule of Requirements under the Tender Documents. The Supplier shall not extend the scope of the Products beyond the requirements specified in Part IV – Schedule of Requirements except as directed in writing by MRDI. For the avoidance of doubt, MRDI may, subject to the provision hereinafter contained, at any time during the Contract Period by notice in writing, direct the Supplier to alter, amend, omit, add to, or otherwise vary any of the particulars on the Products and/or the Contract Period, and the Supplier shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in Part IV – Schedule of Requirements under the Tender Documents.

4.2 Where a variation has been made to the Contract on the price amount to be added to or deducted from the Products, that variation shall be determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable or such amount as determined by MRDI as reasonable in the circumstances with reference to and on the basis of the rates specified in the Price Schedule.

5. Delivery

5.1 The Products shall be delivered to a specific address (the “Delivery Address”) on or before (as the case may be) a specific date (the “Delivery Date”) during MRDI’s business hours, by such means as specified in Part IV – Schedule of Requirements or as requested by MRDI.

5.2 Not less than three (3) days prior to delivery, the Supplier shall provide to MRDI a notice in writing specifying (a) the proposed date and place of delivery; (b) the main title and Reference Number of the Contract; (c) a description of the Products to be delivered; (d) the quantity of the Products to be delivered; and (e) any other instructions or information required by MRDI in relation to the delivery of the Products.

5.3 A packing note quoting the Reference Number of the Contract must accompany each delivery or consignment of the Products and must be displayed prominently.

5.4 Without prejudice to the generality to any Paragraphs of this Section II, MRDI shall be entitled to reject any Products delivered which are not in accordance with the Tender Documents and/or the Contract, and shall not be deemed to have accepted any Products until MRDI has delivered to the Supplier a written notice confirming its acceptance of the Products.

5.5 Within thirty (30) days of the delivery of the Products at the Delivery Address, MRDI shall inspect and test the Products. Alternatively, MRDI may, at its option, require the Supplier to inspect and test the Products, in which case the Supplier shall do so (using such methodology and procedures MRDI may, in its sole and absolute discretion, determine), and submit to MRDI a report of such inspection and testing (in such form and with such contents as MRDI may require). Such report shall not be binding upon MRDI, who shall be entitled to reject the said report and either to require the Supplier to repeat the inspection and testing or to undertake its own inspection and testing.

5.6 Following the inspection and testing referred to in Paragraph 5.5 above, MRDI shall notify the Supplier in writing in whether to accept the Products or not. Any such notice shall be without prejudice to any rights or remedies available to MRDI in respect of any latent defects which are not apparent because of such inspection and testing. Without prejudice to the generality to any of the Paragraphs of this Section II and to any other right or remedy to which MRDI may be entitled, if any Products are not supplied in accordance with the Contract, then MRDI shall, notwithstanding that some or all of the Products may have already been accepted by MRDI, be entitled (within the Warranty Period (as defined in Paragraph 6 below) or at any time up to six (6) months after delivery, whichever is the later) at its sole option, to (a) require the Supplier to repair the Products (to the satisfaction of MRDI) or supply replacement Products in accordance with the Contract within three (3) days after being notified by MRDI of its rejection of such Products; or (b) whether or not MRDI has previously required the Supplier to repair the Products or to supply any replacement Products, treat the Contract as discharged by the Supplier's breach, and require the Supplier to (whereupon the Supplier shall) collect the rejected Products and forthwith repay to MRDI any part of the Price which has been paid by MRDI to the Supplier in respect of the Products. If the Supplier does not collect such Products within a reasonable time of being notified by MRDI of its rejection of such Products, MRDI may dispose of such Products as MRDI thinks fit.

5.7 If the Products are not delivered on or before the Delivery Date then, without prejudice to any other right or remedy to which MRDI may be entitled, MRDI shall be entitled to deduct from the Price (by way of liquidated damages for delay) one percent (1%) of the Price for every day's delay, calculated from the agreed Delivery Date to the date upon which delivery actually takes place (both such days inclusive), up to a maximum of twenty percent (20%) of the Price.

5.8 The Supplier shall be responsible, at its own cost and expense, for preparing and obtaining from all relevant authorities (whether prior to or after shipment) all permits, consents, approvals, licences and other documents necessary to permit the Products to be lawfully transported and delivered to the Delivery Address.

6. Warranty Period, Maintenance and Training

6.1 The Supplier warrants that the Products will be free from defects in design, material, and workmanship for a period [as specified in Part IV – Schedule of Requirements or as agreed by the parties on or before the final acceptance of the Products] ("Warranty Period").

6.2 During the Warranty Period, the Supplier shall provide such services and take such actions as may be necessary to ensure that the Products are maintained in proper repair and good working order and in a condition so as to be fully functional and operative at all times, including sending its qualified technicians to the premises where the Products are situated in order to effect any necessary repairs or maintenance services ("Maintenance Services").

6.3 During the Warranty Period, MRDI shall be entitled to request the Supplier to provide Maintenance Services at any time during MRDI's normal business hours.

Such requests shall be delivered to the Supplier in writing or by telephone, and upon receipt of such a request, the Supplier shall cause and procure that (a) its qualified technicians shall visit the premises where the relevant Product is situated at the times requested by MRDI; (b) its qualified technicians shall repair any and all defects, faults and/or malfunctions in or affecting the relevant Product within forty-eight (48) hours of the time when those qualified technicians first arrive at the relevant premises (or such other time period as may be agreed by MRDI); and (c) within seven (7) days of completing the Maintenance Services, the Supplier shall provide to MRDI a written service report specifying in reasonable detail the Maintenance Services provided.

6.4 MRDI shall be entitled to supervise and monitor all Maintenance Services provided by the Supplier or its technicians.

6.5 The Maintenance Services will be provided by the Supplier at its own cost and expense, unless such Maintenance Services are necessary as a result of, or in order to remedy any defect caused by, MRDI's negligence or misuse of the Products, in which case MRDI shall pay to the Supplier such reasonable fee as may be agreed between the parties (or in the absence of such agreement, the reasonable costs and expenses incurred by the Supplier in providing such Maintenance Services).

6.6 The Supplier shall, if requested by MRDI, enter into a separate written maintenance contract with MRDI in connection with the provision of Maintenance Services following the expiry of the Warranty Period, for such further period and on such payment terms as may be agreed between MRDI and the Supplier.

6.7 If required by MRDI, the Supplier shall provide to MRDI (or its personnel) such technical training and support in relation to the use and operation of the Products as MRDI may reasonably request.

6.8 The Supplier shall not charge MRDI for such technical training or support. All technical training shall take place at such times and at such locations as MRDI may reasonably request. Without limiting the generality of the foregoing, MRDI shall be entitled to request such technical training at any time prior to, and up to six (6) months after, inspection and delivery of the Products.

6.9 The Supplier shall provide MRDI (at no additional cost to MRDI) with one (1) or more copies of all technical information relating to the use, operation, maintenance, repair and servicing of the Products, including the service manuals, parts catalogues, engineering information, and any other information (written or oral) which MRDI may reasonably require ("Technical Information"). The Supplier shall, during the Warranty Period, update such Technical Information on a regular basis (at no additional cost to MRDI) so as to ensure that such Technical Information is and remains correct and up-to-date.

6.10 During the Warranty Period, the Supplier shall provide MRDI with telephone technical support at all times during the Supplier's normal business hours, and shall promptly answer all enquiries which MRDI may have regarding the use, operation, maintenance, repair and servicing of the Products. Such telephone technical support shall be provided at no additional cost to MRDI.

7. Assignment and Sub-contracting

7.1 The Supplier shall not sub-contract, assign or otherwise transfer or dispose of the Contract or any part thereof or any rights interests and obligations hereunder without the prior written consent of MRDI.

7.2 If the Supplier wishes to subcontract any part of the Contract, the Supplier shall submit the proposed sub-contract to MRDI for approval and MRDI may determine the terms and conditions of the sub-contract. The Supplier shall deliver to MRDI a copy of the executed sub-contract so approved by MRDI within seven (7) days after the effective date of the sub- contract.

7.3 The Supplier shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Supplier shall be responsible for any and all of the acts, defaults omissions and neglect of any sub-contractors, its employees and agents.

8. Inspection and Rejection

8.1 MRDI shall be entitled at any time upon reasonable notice to the Supplier to inspect and test the Products during manufacture, processing, or storage at the premises of the Supplier or any third party prior to delivery. The Supplier shall provide all facilities and assistance reasonably required for such inspection and testing. If required by MRDI, the Supplier shall, at its own cost and in accordance with any Specifications, produce and submit pre-production samples of the Products or components for inspection and approval by MRDI.

8.2 Without prejudice to any rights or remedies available to MRDI and to any other provision of this Contract, if –

- (a) the Supplier fails to observe or perform any provision of this Contract; or
- (b) having inspected the Supplier's performance of the Products, MRDI is of the opinion that the Supplier has failed to perform any of the Products in accordance with the terms or conditions of the Contract.

MRDI may:

- (i) reject the Products provided by the Supplier;
- (ii) in the case of a failure that is capable of being remedied, by notice in writing to the Supplier, require the Supplier to rectify the failure; or
- (iii) withhold payment or any part thereof and, in the case of a failure that is capable of being remedied, until the Supplier has duly rectified the failure.

9. Non-exclusive Contract

Nothing in the Contract shall preclude MRDI from procuring any Products from any other person.

10. MRDI Premises

10.1 If necessary, the Supplier shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of the premises of MRDI as are necessary for the due discharge of the Supplier's obligations under the Contract.

10.2 The safety of any craft, vessel and vehicle used by the Supplier or its sub-Supplier and brought alongside or onto the premises of MRDI, as the case may be, shall be the responsibility of the Supplier, who shall indemnify MRDI in respect of any loss or damage to such premises of MRDI.

11. Suspension or Termination of Contract

11.1 MRDI may at any time suspend or terminate the Contract by giving the Supplier twenty-one (21) days' prior written notice.

11.2 Without prejudice to its accrued rights and actions against the Supplier, MRDI may terminate the Contract forthwith upon giving written notice to the Supplier if:

- (i) the Supplier commits a breach of any provision of the Contract which:
 - a. in the case of a breach of a term capable of being remedied, have not been remedied by the Supplier within fourteen (14) days or at a time stipulated by MRDI (whichever the earliest); or
 - b. is fundamental to the Contract;
- (ii) the Supplier shall pass a resolution or the court shall make an order for its liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Supplier is a partnership, shall have been dissolved or be put into receivership or have a bankruptcy order made against it or shall make an arrangement with or assignment in favour of its creditors;
- (iii) a receiver is appointed over any of the Supplier's assets or a distress or execution is levied or enforced upon any of the Supplier's chattels, properties or assets and is not discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
- (iv) the Supplier stops payment to its creditors generally or is unable to pay its respective debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction).

12. Consequence of Suspension and Termination

12.1 In the event of suspension or early termination of the Contract for whatever reason, including pursuant to Paragraph 11 above, MRDI shall not be required to pay

the Supplier any further payments referred to in Schedule 1. If any payment has been made in advance by MRDI to the Supplier covering in whole or in part a period after the effective date of suspension or early termination, the Supplier shall repay MRDI within seven (7) working days of the effective date of suspension or early termination the whole or the pro-rata amount of the payments (as applicable) paid by MRDI in advance. If the said advance payment is not repaid within the period specified, interest at the prevailing prime rate in Hong Kong Dollars of [The Hong Kong and Shanghai Banking Corporation Limited] shall accrue thereon and shall be payable by the Supplier to MRDI.

12.2 Without prejudice to any rights and remedies which MRDI has or may have against the Supplier (including such rights of action as shall have accrued to MRDI prior to the termination), if the Contract is terminated by MRDI:

- (i) the Supplier shall be liable for any amount in excess of the overall cost of the Contract incurred by MRDI in awarding, assigning and/or engaging another Supplier to complete the uncompleted Products;
- (ii) the Supplier shall further be liable to MRDI for any legal, professional or other costs and expenses reasonably incurred for or in pursuance of any provisions hereof;
- (iii) all rights and obligations of the parties under the Contract shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (iv) no compensation whatsoever shall be payable by MRDI to the Supplier as a result of suspension or early termination of the Contract. MRDI shall not be responsible for any loss or expenses suffered or incurred by the Supplier due to suspension or early termination of the Contract;
- (v) MRDI shall cease to have any further obligation under the Contract upon its termination, including without limitation the obligation to make any further payments.

12.3 The Supplier shall within fourteen (14) days of the date of suspension or termination of the Contract (as the case may be) compile and submit to MRDI a report of all relevant information, facts, data, findings and conclusions obtained or reached up to the effective date of suspension or termination.

13. Set-off

Where the Supplier has incurred any liability to MRDI, whether at law or in equity and whether such liability is liquidated or unliquidated, MRDI may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from MRDI to the Supplier under the Contract or any other contracts between MRDI and the Supplier.

14. Warranty and Undertaking

The Supplier warrants and undertakes to MRDI that:

- (a) the Products shall conform in all respects to the Specifications outlined in Part IV – Schedule of Requirements;
- (b) the Products shall be of merchantable quality, fit for their intended purpose, free from defects in design, material, and workmanship, and will comply with all statutory requirements and regulations;
- (c) the Products shall be performed and completed in an impartial, timely and diligent manner and that the Supplier and each of the personnel engaged by the Supplier to provide the Products (including the staff of the Supplier) shall have the necessary skills and experience to provide the Products and shall use all reasonable skills and exercise reasonable care and diligence in the provision of the Products and the discharge of all of their duties and obligations under the Contract;
- (d) the Supplier and each of its permitted sub-contractors and their respective personnel shall devote its time, attention and skills as may be necessary for the proper performance of its obligations under the Contract;
- (e) the Supplier shall comply with the reasonable requests of MRDI;
- (f) the materials used by the Supplier in performance of the Products will not subject MRDI or the Supplier to any claim for infringement of any proprietary rights or intellectual property rights of any third party;
- (g) the Products will be provided in accordance with MRDI's instructions, and up to the standards observed in the industry or in similar services;
- (h) it has the full capacity and authority and all necessary licences, permits and consents (including, where applicable and where its circumstances and procedures so requires, the consent of its parent company) to enter into and to perform its obligations under this Contract and any other documents to be entered into by it hereunder;
- (i) this Contract is executed by duly authorized representative(s) of the Supplier;
- (j) the Contract constitutes valid, binding and enforceable obligations of the Supplier in accordance with its terms;
- (k) the execution and delivery of this Contract and the performance by the Supplier of its obligations hereunder will not:
 - (i) result in any breach of, or any provision of the Memorandum or Articles of Association or any other constitutional documents of the Supplier;
 - (ii) result in a breach of, or constitute a default under, any instrument, agreement or arrangement to which the Supplier is bound; or

- (iii) result in a breach of any order, judgment or decree or any court or governmental agency to which the Supplier is a party or by which the Supplier is bound;
- (l) all statements and representations made by the Supplier in relation to its Tender and this Contract prior to the date of this Contract are, to the best of its knowledge, information and belief, true and accurate;
- (m) the performance of this Contract shall not infringe any rights of any third party;
- (n) it shall comply with all applicable laws, enactments, orders, regulations, and other similar instrument in performing this Contract; and
- (o) the staff of the Supplier possesses the relevant qualifications and experience set out in Part IV – Schedule of Requirements.

15. Exclusion of Liability

15.1 Neither MRDI nor any of its employees or agents shall be under any liability whatsoever for or in respect of:

- (i) any loss of or damage to any of the Supplier's property or that of its employees or agents howsoever caused (whether by any Negligence of MRDI or any of its employees or agents or otherwise); or
- (ii) any injury to or death of any of the Supplier's employees or agents save and except any such injury or death caused by the Negligence of the MRDI or any of its employees or agents.

15.2 For the avoidance of doubt, nothing in this Contract shall limit or exclude a party's liability for:

- (i) death or personal injury caused by its Negligence or the Negligence of its employees acting in the course of their employment;
- (ii) fraud of such party; or
- (iii) any other liability which cannot be limited or excluded by law.

16. Indemnity and Limitation of Liability

16.1 The Supplier shall indemnify and keep indemnified MRDI against (a) any and all claims (whether or not successful, compromised or settled), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against MRDI; and (b) all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses which MRDI may pay or incur in disputing any such claim or defending any such action or

proceedings instituted against MRDI), and which in any case arise directly or indirectly in connection with or out of, or which relate in any way to:

- (i) the performance or breach of any provisions of the Contract by the Supplier;
- (ii) the Negligence, recklessness, tortious acts or willful misconduct of the Supplier, or any of its employees, agents or permitted sub-contractors in the provision of the Products;
- (iii) any default, unauthorised act or omission of the Supplier, or any of its employees, agents or permitted sub-contractors; or
- (iv) the non-compliance by the Supplier, or any of its employees, agents or permitted sub-contractors with any applicable law, regulation, order or requirement of any government agency or authority in the provision of the Products.

16.2 Notwithstanding any other provisions, MRDI's aggregate liability to the Supplier shall not exceed the total amount of the Price paid by MRDI under the Contract. MRDI shall not be liable for any indirect, special, consequential, or punitive damages.

17. Non-solicitation

17.1 Except as otherwise agreed in writing, during the Contract Period and for six (6) months after the termination or expiration of the Contract, Supplier shall not solicit directly or indirectly any person employed (or who was employed within the six (6) months preceding its termination or expiration) by MRDI or any subsidiary, holding company or associated company of MRDI, who has been involved in the provision of the Products, except those employees who have been involved in a purely administrative or secretarial position.

17.2 For this Paragraph 18, the terms “subsidiary”, “holding company” and “group of companies” shall bear the meanings given by the Companies Ordinance (Cap.622) (save that a “company” shall include a company or body corporate validly formed and registered in any other jurisdiction other than Hong Kong) and “associated company” means, in respect of any person, any company of which that person shall beneficially own twenty percent (20%) or more of the issued share capital or in respect of which that person is entitled to appoint one or more Directors or, in relation to any company, any company which is a subsidiary of a holding company of that first mentioned company.

18. Claims and Insurance

18.1 The Supplier shall indemnify and keep MRDI fully and effectively indemnified against all losses and claims for death, injury or damage to any person or property whatsoever, which may arise out of or in consequence of the execution of this Contract, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

18.2 The Supplier shall obtain and maintain at its own cost, in respect of the Contract:

(a) third party liability insurance with respect to legal liability in cases of death or personal injury or damage to or loss of any property of whatsoever nature and description arising in connection with the Contract and with no limit as to the number of events; and

(b) other insurance as may be required by law from time to time,

[in each case for the benefit and in the joint names of the Supplier and/or MRDI as owner and/or all others engaged to provide the work in connection with the Contract, and other interested parties engaged or otherwise involved in connection with the Contract].

19. Warning against Bribery

19.1 The offer of an advantage to any staff at MRDI with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Supplier or any of its officers (including Directors), employees or agents will render its Tender null and void.

19.2 The Supplier shall be liable for all expenses necessarily incurred by MRDI as a result of the termination of the Contract. The successful Supplier shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Products that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Supplier shall also caution its officers (including Directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

20. Consent to Disclose

MRDI shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) without any further reference to the Supplier any information concerning the Contract including, the name and address of the Supplier, description of the Products and the Price of the Contract.

21. Publicity

The Supplier shall submit to MRDI all advertising or other publicity material relating to the Contract or the Products supplied or other work done in connection with the Contract wherein MRDI's name is mentioned or the language used from which a connection with MRDI can reasonably be inferred or implied. The Supplier shall not publish or use any advertising or other publicity materials without the prior written consent of MRDI.

22. Severability

If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

23. Relationship of the Parties

The Supplier enters into the Contract with MRDI as an independent Supplier only and shall not represent itself as an employee, servant, agent or partner of MRDI.

24. Contract Amendment

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

25. No Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.

26. Vicarious Liability

Any act, default, neglect or omission of any staff, employees or agents of the Supplier shall be deemed to be the act, default, neglect or omission of the Supplier.

27. Conflict of Interest

27.1 The Supplier shall during the Contract Period and for [three (3) months] thereafter:

(a) ensure that it (including each and every employee of the Supplier) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective Associates and Associated Persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Supplier's duties or obligations under the Contract without the prior written approval of MRDI (which approval shall not be unreasonably refused or delayed); and

(b) forthwith notify MRDI in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Supplier or any of the Supplier's sub-contractors or any of their respective employees, officers and agents deployed for the performance

of the Contractor's obligations hereunder or their respective Associates or Associated Persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

27.2 The Supplier shall ensure that each of its Associate and Associated Person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of their obligations hereunder and their respective Associates and Associated Persons shall keep themselves informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Supplier's obligations under this Contract.

28. Undertaking to Protected Information and Intellectual Property Rights

- (a) The Supplier agrees and undertakes that all Protected Information:
 - (i) shall be kept confidential and shall not be divulged or communicated to any person or persons except with MRDI's express consent in writing;
 - (ii) shall not be used or allowed to be used for any purpose other than that of carrying out the provisions of this Contract; and
 - (iii) shall, upon completion or termination of the Products provision, immediately cease using the Protected Information and confirm to MRDI in writing within fourteen (14) days that it is no longer in possession of the Protected Information or any part thereof in any media or in any form and that the same has been permanently erased and/or duly destroyed.
- (b) The Supplier shall ensure that its staff shall take all precautionary measures to preserve the integrity of all Protected Information and to prevent any corruption, disclosure or loss of the same.
- (c) The Supplier hereby acknowledges and agrees that it shall have no rights whatsoever in respect of any Intellectual Property Rights owned by MRDI. All Specifications, data, and information provided by MRDI shall remain the exclusive property of MRDI. The Supplier shall not disclose or use any such information except as required for the purpose of the Contract.
- (d) Any disclosure or misuse of any Protected Information by any of the staff of the Supplier shall be deemed to be the default of the Supplier.
- (e) The obligations on the part of the Supplier under this Paragraph 29 shall continue in full force and effect notwithstanding of any termination or the expiry of this Contract.
- (f) The Supplier agrees and undertakes to fully indemnify MRDI in respect of all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses

arising out of or in connection with any claims in respect of the Protected Information which claims would not have arisen but for some act, omission, neglect or default on the part of the Supplier or any of its staff.

29. Exclusion of Application of Contracts (Right of Third Parties) Ordinance (Cap. 623)

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

30. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due to a Force Majeure Event, provided that the affected party notifies the other as soon as practicable and takes all reasonable steps to mitigate the effects.

31. Entirety of Contract

The Contract and the documents referred to herein shall constitute the entire agreement concerning the subject matter hereof and shall supersede any and all prior representations, warranties and undertakings in respect of the subject matter herein.

32. Governing Law and Jurisdiction

This Contract is governed by the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

33. Cost and expenses

The Supplier shall, unless otherwise provided for expressly in this Contract, comply with the provisions of this Contract at its own cost and expenses.

34. Notices

Any notice to be given to the Supplier may be served (a) personally, or (b) by post addressed to the Supplier's last known place of business.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Contract, including all the terms and conditions and schedule(s) which follow.

SIGNED by)
for and on behalf of)
Hong Kong Microelectronics)
Research and Development Institute)
Company Limited)
Date)

SIGNED by)
for and on behalf of)
[full name of Supplier])
Date)

Schedule 1 – Price and Payment Schedule

CONTRACT FOR SUPPLY OF SERVICES (For Service)

This contract for supply of services (the “**Contract**”) is entered into and made effective as of _____ (“**Effective Date**”) between:

3. **Hong Kong Microelectronics Research and Development Institute Company Limited**, a company incorporated in Hong Kong, having its registered office at Unit 501-503 & 505, 5/F, 12W, 12 Science Park West Avenue, Hong Kong (“**MRDI**”); and
4. [Legally Registered Name of Supplier], a company incorporated in [jurisdiction/location of incorporation] having its registered office at [Legally Registered Address of Company] (“**Supplier**”).

RECITAL

- A. MRDI issued the Invitation to Tender No. [Tender Reference Number] (the “**Tender Documents**”) on [Date of Tender Issue], inviting qualified suppliers to submit Tenders for the supply of “[Name/Title of Services]”.
- B. The Supplier has submitted its Tender in accordance with the Tender Documents.
- B. Both parties agree to enter into this Contract in accordance with the terms and conditions of the Tender Documents and the provisions hereof.

IT IS HEREBY AGREED AS FOLLOWS: -

Section 1 – Definitions and Interpretation

- 1.15 In these Tender Documents, the following words and expressions shall have the respective meanings ascribed to them below unless the context otherwise requires:-

“Associate” means in relation to any person: (a) a Relative or partner of that person; or (b) a company one or more of whose Directors is in common with one or more of the Directors of that person.

“Associated Person” means in relation to another person: (a) any person who has Control, directly or indirectly, over the other; (b) any person who is Controlled, directly or indirectly, by the other; or (c) any person who is Controlled by, or has Control over, a person as specified in item (a) or (b) above.

“Cap.”	means a Chapter of the Laws of Hong Kong.
“Company” or “MRDI”	means Hong Kong Microelectronics Research and Development Institute Company Limited, whose registered office is situated at Flat 501-5, 5 th Floor, Building 12W, Hong Kong Science Park, Shatin, New Territories, Hong Kong.
“Control”	means in relation to another person the power of a person to secure: (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; (b) by virtue of powers conferred by any constitution, articles of association, partnership or arrangement (whether legally enforceable or not) affecting that or any other person; or (c) by virtue of holding office as a Director in that or any other person; that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.
“Deliverables”	means [all papers, documents, works of authorship, documents and materials in whatever medium or format (including those in electronic format)], developed, written, prepared, produced or created by the Supplier, its employees and/or its representatives in the course of performing the Services.
“Director”	means any person occupying the position of a director by whatever name called and includes a de facto or shadow director.
“Fee” or “Price”	means the fees and charges to be paid by the Company to the Supplier for the Services provided by the Supplier to the Company under the Contract.
“Force Majeure Event”	means, with respect to a party, an unforeseeable and supervening event outside of such party’s reasonable control which is not caused by the fault, omission or negligence of such party, including any flood, fire, lightning, earthquake, storm, explosion, meteor, government action, outbreak or continuation of pandemic, epidemic or infectious disease, accident, embargo, blockade, riot, any kind of war, acts of terrorism (which has direct impact on the performance of the duties and obligations of a party) or of the public enemy, power outage or acts of God.
“HK Dollar”, “HK\$”	means the Hong Kong Dollar, 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, copyrights, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wherever arising) whether now known or hereafter created and in each case whether registered or unregistered and including applications for the grant of any such rights.
“Negligence”	has the same meaning as that assigned to it under the Control of Exemption Clauses Ordinance (Cap.71).
“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.
“Services”	means the detailed description of goods to be supplied by the Supplier to the Company in accordance with the Contract.
“Protected Information”	means all the contents of MRDI, including materials, data and information concerning the Services, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of MRDI, the Price Schedule and all the materials, data and information which may come to the Supplier’s knowledge in connection with, incidental to or in the course of carrying out/ providing of the Services, recommendations, advice or tests made, given or undertaken by the Supplier in connection with the performance of its obligations hereunder, any other information and data which MRDI considers secret, confidential or commercially sensitive.
“Reference Number”	means the [Tender Ref. No.] of this Tender.
“Specifications”	means the technical description of Services contained in this Invitation to Tender or, as the context requires, in the Technical Proposal provided by a Supplier.

- 1.16 Capitalized terms used in this Contract, unless the context otherwise requires or otherwise defines, shall have the same meanings ascribed to them in Part I – Interpretation of the Tender Documents. The Tender Documents form an integral part of this Contract.
- 1.17 Unless the context otherwise requires, words importing the singular only include the plural and vice versa.
- 1.18 Unless the context otherwise requires, each gender includes all other genders.
- 1.19 Sections and clause headings to any provision in these Tender Documents are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of these Tender Documents.
- 1.20 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent amendment, order, regulation or instrument from time to time.
- 1.21 References to time and dates in these Tender Documents shall be construed as Hong Kong time and dates.
- 1.22 Reference to statute includes all subsidiary legislation made under the statute.
- 1.23 Words importing a person shall, where the context so requires or admits, include an individual, a firm, partnership, trust, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organizations having legal capacity.
- 1.24 Unless the context requires otherwise –
- (a) any word or expression to which a specific meaning has been attached in any part of these Tender Documents shall bear such meaning whenever it may appear in the same and other parts of the Tender Documents; and
 - (b) any rule of construction set out in any part of these Tender Documents shall apply to other parts of the Tender Documents.
- 1.25 Unless otherwise provided, all payments in relation to the Tender shall be made in Hong Kong Dollars.
- 1.26 Where in these Tender Documents there is a reference to a clause, sub-clause, schedule, appendix or attachment by number or by letter, such reference shall be construed (unless the context otherwise requires) as a reference to the clause, sub-clause, schedule, appendix or attachment of that number or letter contained in the relevant part of these Tender Documents.
- 1.27 Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any

positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.

- 1.28 The words “include” and “including” shall be construed without limitation to the words following.

Section 2 – General Conditions of Contract

1. Contract Period

The Supplier shall provide the Services to MRDI commencing on [Date] until [Date]/ [the completion of all the Services] ("Contract Period").

[During the Contract Period, the Supplier shall provide Deliverables as specified and address comments from MRDI arising out of the Services.]

2. Services to be Provided

2.1 Without prejudice to any other provisions of this Contract, the Supplier shall, during the Contract Period, [description of the Services and pertinent particulars e.g. provide/ maintain and employ the pertinent staff to carry out the Services as set out in Part IV – Schedule of Requirements of Tender Documents].

2.2 The Supplier shall, upon and subject to the terms and conditions of the Contract herein, [carry out/ and/or complete the Services] in accordance with the directions and to the reasonable satisfaction of MRDI, who may, from time to time, issue further details, and/or written directions with regard to the Services.

3. Price and Payment Terms

3.1 The Price and payment terms of the Services, including the respective timeline/ payment schedule of the Services, are more particularly described in Schedule 1 of this Contract.

3.2 No increase in the Price shall be made (whether on account of increased material, labour, transport costs, fluctuation in rates of exchange, or otherwise) without the prior written consent of MRDI.

3.3 The Supplier shall invoice MRDI in respect of the Services completed in accordance with the Payment Schedule stated in Schedule 1. The invoice shall state the Reference Number and necessary particulars, including what works/ portions of the Services are completed, the rate and/or the amount payable.

3.4 Subject to the performance of the Services in accordance with the terms and conditions of the Contract and to the satisfaction of MRDI, the Fees of the Services will be paid within thirty (30) working days after the relevant invoice is certified and acknowledged by MRDI.

3.5 The Supplier shall deliver all correspondence(s) concerning payments to the [[title of contact person re payment] (Attn: [name of contact person re payment]) at [address]], or to such other person at such address as specified by MRDI. MRDI shall not be held responsible for any delay in payment if invoices and correspondence are not so addressed.

4. Variation

4.1 Particulars of the Services as addressed under the Contract shall be those as laid down in Part IV – Schedule of Requirements under the Tender Documents. The Supplier shall not extend the scope of the Services beyond the requirements specified in Part IV – Schedule of Requirements except as directed in writing by MRDI. For the avoidance of doubt, MRDI may, subject to the provision hereinafter contained, at any time during the Contract Period by notice in writing, direct the Supplier to alter, amend, omit, add to, or otherwise vary any of the particulars on the Services and/or the Contract Period, and the Supplier shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in Part IV – Schedule of Requirements under the Tender Documents.

4.2 Where a variation has been made to the Contract on the price amount to be added to or deducted from the Services, that variation shall be determined in accordance with the rates specified in the Price Schedule so far as the same may be applicable or such amount as determined by MRDI as reasonable in the circumstances with reference to and on the basis of the rates specified in the Price Schedule.

5. Supplier's Staff

5.1 If required by MRDI, the Services shall be performed by the personnel of the Supplier as approved by MRDI from time to time (whether prior to or after the commencement of the Services) (the “Supplier’s Personnel”). Where any Supplier’s Personnel are specifically assigned to provide the Services, the Supplier shall not alter or change such Supplier’s Personnel without the prior written approval of MRDI.

5.2 If MRDI approves of or requires a change to the Supplier’s Personnel, pursuant to Paragraph 5.1 above, the Supplier shall submit to MRDI the name of the substitute Supplier’s Personnel and such other information (including the up-to-date curriculum vitae of the proposed substitute Supplier’s Personnel showing the prior experience and qualification) as MRDI may reasonably require of any proposed substitute and shall permit MRDI to interview any proposed substitute. MRDI is entitled to reject any proposed substitute, in which case the Supplier shall as soon as reasonably possible submit to MRDI further names (and such other information as MRDI may reasonably require) of the proposed substitutes until a substitute is accepted by MRDI.

5.3 MRDI reserves the right to demand the replacement of any Supplier’s Personnel at any time without notice if in the reasonable opinion of MRDI, the performance or conduct of such Supplier’s Personnel is or has been unsatisfactory or constitutes a breach of the Contract, in which case the Supplier shall promptly remove the relevant Supplier’s Personnel from MRDI’s premises where applicable and, where

required, provide replacement Supplier's Personnel in accordance with the above Paragraph 5.2.

6. MRDI's Discretionary Assistance and Delivery of Services and/or Deliverables

6.1 MRDI shall, where appropriate and to the extent reasonably available, provide such reasonable assistance to the Supplier as MRDI considers necessary to enable the Supplier to provide the Services and/or Deliverables. MRDI shall, where appropriate, provide the Supplier with access to such locations within MRDI's premises as MRDI considers appropriate, subject to security limitations notified to the Supplier in advance.

6.2 After the delivery of the relevant Services and/or Deliverables by the Supplier to MRDI, MRDI shall, within fourteen (14) days of the relevant delivery, issue to the Supplier a written confirmation of delivery of the relevant Services and/or Deliverables. The issue of such confirmation of delivery shall not prejudice any rights and remedies (including MRDI's rights of rejection of any or all of the Services and/or Deliverables) that MRDI may have in relation to any of such Services and/or Deliverables.

6.3 If the Services and/or Deliverables provided by the Supplier fail to meet the relevant Specifications and/or Acceptance Criteria, MRDI shall issue a notice of non-compliance ("Non-compliance Notice") to the Supplier as soon as reasonably practicable setting out the particulars of non-compliance.

Upon the receipt of such Non-compliance Notice, the Supplier shall, without prejudice to any other rights and remedies that MRDI may have under the Contract or otherwise, bear the costs and expenses to:

- (a) promptly arrange for all additional resources necessary to remedy any non-conforming Services and/or Deliverables at no additional charge to MRDI;
- (b) promptly rectify and remedy at no additional charge to MRDI any non-conforming Services and/or Deliverables; and
- (c) promptly (in no event longer than fourteen (14) days of the relevant Non-compliance Notice) re-perform the Services and re-deliver the Deliverables that meet the relevant Specifications and/or Acceptance Criteria.

6.4 If the Supplier fails to comply with Paragraph 6.3 above, MRDI shall be entitled to terminate the Contract (in whole or in part) and resort to such other rights and remedies that MRDI may have under the Contract, at law or in equity (including withholding of the payment of Fees to the Supplier).

6.5 If the Contract provides for the passing of title in the Deliverables by the Supplier to MRDI, the legal and beneficial ownership and title in such Deliverables (including all Intellectual Property Rights relating thereto) shall be passed by the Supplier to MRDI free and clear of all liens, claims, mortgages, charges and any other form of encumbrance, contractual rights and third party rights or interests whatsoever

at such time when MRDI has paid the Supplier for such Deliverables in accordance with the terms of the Contract.

6.6 The risk of loss of or damage to the Deliverables shall, upon delivery by the Supplier in accordance with the terms of the Contract, be passed to MRDI who shall have and/or be deemed to have the care, custody, and control of the same.

6.7 If the Services and/or Deliverables provided by the Supplier satisfy the Specifications and/or Acceptance Criteria, MRDI shall issue a written confirmation (aside from the written confirmation on delivery as described in Paragraph 6.1 above) in respect of the relevant Services and/or Deliverables as soon as reasonably practicable.

7. Assignment and Sub-contracting

7.1 The Supplier shall not sub-contract, assign or otherwise transfer or dispose of the Contract or any part thereof or any rights interests and obligations hereunder without the prior written consent of MRDI.

7.2 If the Supplier wishes to subcontract any part of the Contract, the Supplier shall submit the proposed sub-contract to MRDI for approval and MRDI may determine the terms and conditions of the sub-contract. The Supplier shall deliver to MRDI a copy of the executed sub-contract so approved by MRDI within seven (7) days after the effective date of the sub- contract.

7.3 The Supplier shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Supplier shall be responsible for any and all of the acts, defaults omissions and neglect of any sub-contractors, its employees and agents.

8. Supplier's Failure to Perform the Contract

8.1 Without prejudice to any rights or remedies available to MRDI and to any other provision of this Contract, if the Supplier fails to observe or perform any provision of this Contract, MRDI may:

- (i) reject the Services provided by the Supplier;
- (ii) in the case of a failure that is capable of being remedied, by notice in writing to the Supplier, require the Supplier to rectify the failure; or
- (iii) withhold payment or any part thereof and, in the case of a failure that is capable of being remedied, until the Supplier has duly rectified the failure.

9. Non-exclusive Contract

Nothing in the Contract shall preclude MRDI from procuring any Services from any other person.

10. MRDI Premises

10.1 If necessary, the Supplier shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of the premises of MRDI as are necessary for the due discharge of the Supplier's obligations under the Contract.

10.2 The safety of any craft, vessel and vehicle used by the Supplier or its sub-Supplier and brought alongside or onto the premises of MRDI, as the case may be, shall be the responsibility of the Supplier, who shall indemnify MRDI in respect of any loss or damage to such premises of MRDI.

11. Suspension or Termination of Contract

11.1 MRDI may at any time suspend or terminate the Contract by giving the Supplier twenty-one (21) days' prior written notice.

11.2 Without prejudice to its accrued rights and actions against the Supplier, MRDI may terminate the Contract forthwith upon giving written notice to the Supplier if:

- (v) the Supplier commits a breach of any provision of the Contract which:
 - a. in the case of a breach of a term capable of being remedied, have not been remedied by the Supplier within fourteen (14) days or at a time stipulated by MRDI (whichever the earliest); or
 - b. is fundamental to the Contract;
- (vi) the Supplier shall pass a resolution or the court shall make an order for its liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Supplier is a partnership, shall have been dissolved or be put into receivership or have a bankruptcy order made against it or shall make an arrangement with or assignment in favour of its creditors;
- (vii) a receiver is appointed over any of the Supplier's assets or a distress or execution is levied or enforced upon any of the Supplier's chattels, properties or assets and is not discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
- (viii) the Supplier stops payment to its creditors generally or is unable to pay its respective debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or shall cease or threaten to cease to carry on its business (except for the purposes of amalgamation, merger or reconstruction).

12. Consequence of Suspension and Termination

12.1 In the event of suspension or early termination of the Contract for whatever reason, including pursuant to Paragraph 11 above, MRDI shall not be required to pay the Supplier any further payments referred to in Schedule 1. If any payment has been made in advance by MRDI to the Supplier covering in whole or in part a period after the effective date of suspension or early termination, the Supplier shall repay MRDI within seven (7) working days of the effective date of suspension or early termination

the whole or the pro-rata amount of the payments (as applicable) paid by MRDI in advance. If the said advance payment is not repaid within the period specified, interest at the prevailing prime rate in Hong Kong Dollars of [The Hong Kong and Shanghai Banking Corporation Limited] shall accrue thereon and shall be payable by the Supplier to MRDI.

12.2 Without prejudice to any rights and remedies which MRDI has or may have against the Supplier (including such rights of action as shall have accrued to MRDI prior to the termination), if the Contract is terminated by MRDI:

- (vi) the Supplier shall be liable for any amount in excess of the overall cost of the Contract incurred by MRDI in awarding, assigning and/or engaging another Supplier to complete the uncompleted Services;
- (vii) the Supplier shall further be liable to MRDI for any legal, professional or other costs and expenses reasonably incurred for or in pursuance of any provisions hereof;
- (viii) all rights and obligations of the parties under the Contract shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (ix) no compensation whatsoever shall be payable by MRDI to the Supplier as a result of suspension or early termination of the Contract. MRDI shall not be responsible for any loss or expenses suffered or incurred by the Supplier due to suspension or early termination of the Contract;
- (x) MRDI shall cease to have any further obligation under the Contract upon its termination, including without limitation the obligation to make any further payments.

12.3 The Supplier shall within fourteen (14) days of the date of suspension or termination of the Contract (as the case may be) compile and submit to MRDI a report of all relevant information, facts, data, findings and conclusions obtained or reached up to the effective date of suspension or termination.

13. Set-off

Where the Supplier has incurred any liability to MRDI, whether at law or in equity and whether such liability is liquidated or unliquidated, MRDI may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from MRDI to the Supplier under the Contract or any other contracts between MRDI and the Supplier.

14. Warranty and Undertaking

The Supplier warrants and undertakes to MRDI that:

- (a) the Services shall be performed and completed in an impartial, timely and diligent manner and that the Supplier and each of the personnel engaged by the Supplier to provide the Services (including the staff of the Supplier) shall have the necessary skills and experience to provide the Services and shall use all reasonable skills and exercise reasonable care and diligence in the provision of the Services and the discharge of all of their duties and obligations under the Contract;
- (b) the Supplier and each of its permitted sub-contractors and their respective personnel shall devote its time, attention and skills as may be necessary for the proper performance of its obligations under the Contract;
- (c) the Supplier shall comply with the reasonable requests of MRDI;
- (d) the materials used by the Supplier in performance of the Services will not subject MRDI or the Supplier to any claim for infringement of any proprietary rights or intellectual property rights of any third party;
- (e) the Services will be provided in accordance with MRDI's instructions, and up to the standards observed in the industry or in similar services;
- (f) it has the full capacity and authority and all necessary licences, permits and consents (including, where applicable and where its circumstances and procedures so requires, the consent of its parent company) to enter into and to perform its obligations under this Contract and any other documents to be entered into by it hereunder;
- (g) this Contract is executed by duly authorized representative(s) of the Supplier;
- (h) the Contract constitutes valid, binding and enforceable obligations of the Supplier in accordance with its terms;
- (i) the execution and delivery of this Contract and the performance by the Supplier of its obligations hereunder will not:
 - (iv) result in any breach of, or any provision of the Memorandum or Articles of Association or any other constitutional documents of the Supplier;
 - (v) result in a breach of, or constitute a default under, any instrument, agreement or arrangement to which the Supplier is bound; or
 - (vi) result in a breach of any order, judgment or decree or any court or governmental agency to which the Supplier is a party or by which the Supplier is bound;
- (j) all statements and representations made by the Supplier in relation to its Tender and this Contract prior to the date of this Contract are, to the best of its knowledge, information and belief, true and accurate;
- (k) the performance of this Contract shall not infringe any rights of any third party;

- (l) it shall comply with all applicable laws, enactments, orders, regulations, and other similar instrument in performing this Contract; and
- (m) the staff of the Supplier possesses the relevant qualifications and experience set out in Part IV – Schedule of Requirements.

15. Exclusion of Liability

15.1 Neither MRDI nor any of its employees or agents shall be under any liability whatsoever for or in respect of:

- (iii) any loss of or damage to any of the Supplier's property or that of its employees or agents howsoever caused (whether by any Negligence of MRDI or any of its employees or agents or otherwise); or
- (iv) any injury to or death of any of the Supplier's employees or agents save and except any such injury or death caused by the Negligence of the MRDI or any of its employees or agents.

15.2 For the avoidance of doubt, nothing in this Contract shall limit or exclude a party's liability for:

- (iv) death or personal injury caused by its Negligence or the Negligence of its employees acting in the course of their employment;
- (v) fraud of such party; or
- (vi) any other liability which cannot be limited or excluded by law.

16. Indemnity and Limitation of Liability

16.1 The Supplier shall indemnify and keep indemnified MRDI against (a) any and all claims (whether or not successful, compromised or settled), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against MRDI; and (b) all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses which MRDI may pay or incur in disputing any such claim or defending any such action or proceedings instituted against MRDI), and which in any case arise directly or indirectly in connection with or out of, or which relate in any way to:

- (v) the performance or breach of any provisions of the Contract by the Supplier;
- (vi) the Negligence, recklessness, tortious acts or willful misconduct of the Supplier, or any of its employees, agents or permitted sub-contractors in the provision of the Services;

- (vii) any default, unauthorised act or omission of the Supplier, or any of its employees, agents or permitted sub-contractors; or
- (viii) the non-compliance by the Supplier, or any of its employees, agents or permitted sub-contractors with any applicable law, regulation, order or requirement of any government agency or authority in the provision of the Services.

16.2 Notwithstanding any other provisions, MRDI's aggregate liability to the Supplier shall not exceed the total amount of the Price paid by MRDI under the Contract. MRDI shall not be liable for any indirect, special, consequential, or punitive damages.

17. Non-solicitation

17.1 Except as otherwise agreed in writing, during the Contract Period and for six (6) months after the termination or expiration of the Contract, Supplier shall not solicit directly or indirectly any person employed (or who was employed within the six (6) months preceding its termination or expiration) by MRDI or any subsidiary, holding company or associated company of MRDI, who has been involved in the provision of the Services, except those employees who have been involved in a purely administrative or secretarial position.

17.2 For this Paragraph 18, the terms “subsidiary”, “holding company” and “group of companies” shall bear the meanings given by the Companies Ordinance (Cap.622) (save that a “company” shall include a company or body corporate validly formed and registered in any other jurisdiction other than Hong Kong) and “associated company” means, in respect of any person, any company of which that person shall beneficially own twenty percent (20%) or more of the issued share capital or in respect of which that person is entitled to appoint one or more Directors or, in relation to any company, any company which is a subsidiary of a holding company of that first mentioned company.

18. Claims and Insurance

18.1 The Supplier shall indemnify and keep MRDI fully and effectively indemnified against all losses and claims for death, injury or damage to any person or property whatsoever, which may arise out of or in consequence of the execution of this Contract, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

18.2 The Supplier shall obtain and maintain at its own cost, in respect of the Contract:

- (a) third party liability insurance with respect to legal liability in cases of death or personal injury or damage to or loss of any property of whatsoever nature and description arising in connection with the Contract and with no limit as to the number of events; and
- (b) other insurance as may be required by law from time to time,

[in each case for the benefit and in the joint names of the Supplier and/or MRDI as owner and/or all others engaged to provide the work in connection with the Contract, and other interested parties engaged or otherwise involved in connection with the Contract].

19. Warning against Bribery

19.1 The offer of an advantage to any staff at MRDI with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offence committed by a Supplier or any of its officers (including Directors), employees or agents will render its Tender null and void.

19.2 The Supplier shall be liable for all expenses necessarily incurred by MRDI as a result of the termination of the Contract. The successful Supplier shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the provision of the Services that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Cap. 201) is not permitted. The successful Supplier shall also caution its officers (including Directors), employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

20. Consent to Disclose

MRDI shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) without any further reference to the Supplier any information concerning the Contract including, the name and address of the Supplier, description of the Services and the Price of the Contract.

21. Publicity

The Supplier shall submit to MRDI all advertising or other publicity material relating to the Contract or the Services supplied or other work done in connection with the Contract wherein MRDI's name is mentioned or the language used from which a connection with MRDI can reasonably be inferred or implied. The Supplier shall not publish or use any advertising or other publicity materials without the prior written consent of MRDI.

22. Severability

If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected or impaired thereby.

23. Relationship of the Parties

The Supplier enters into the Contract with MRDI as an independent Supplier only and shall not represent itself as an employee, servant, agent or partner of MRDI.

24. Contract Amendment

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

25. No Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.

26. Vicarious Liability

Any act, default, neglect or omission of any staff, employees or agents of the Supplier shall be deemed to be the act, default, neglect or omission of the Supplier.

27. Conflict of Interest

27.1 The Supplier shall during the Contract Period and for [three (3) months] thereafter:

(a) ensure that it (including each and every employee of the Supplier) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective Associates and Associated Persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to conflict with the Supplier's duties or obligations under the Contract without the prior written approval of MRDI (which approval shall not be unreasonably refused or delayed); and

(b) forthwith notify MRDI in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Supplier or any of the Supplier's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Contractor's obligations hereunder or their respective Associates or Associated Persons, conflict or compete, or may be seen to conflict or compete, with the Contractor's duties or obligations under the Contract.

27.2 The Supplier shall ensure that each of its Associate and Associated Person, each of its sub-contractors and each of their respective employees, officers and agents deployed in the performance of their obligations hereunder and their respective Associates and Associated Persons shall keep themselves informed regularly of all facts which may reasonably be considered to give rise to a situation in which the

financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Supplier's obligations under this Contract.

28. Undertaking to Protected Information and Intellectual Property Rights

- (a) The Supplier agrees and undertakes that all Protected Information:
 - (iv) shall be kept confidential and shall not be divulged or communicated to any person or persons except with MRDI's express consent in writing;
 - (v) shall not be used or allowed to be used for any purpose other than that of carrying out the provisions of this Contract; and
 - (vi) shall, upon completion or termination of the Services provision, immediately cease using the Protected Information and confirm to MRDI in writing within fourteen (14) days that it is no longer in possession of the Protected Information or any part thereof in any media or in any form and that the same has been permanently erased and/or duly destroyed.
- (b) The Supplier shall ensure that its staff shall take all precautionary measures to preserve the integrity of all Protected Information and to prevent any corruption, disclosure or loss of the same.
- (c) The Supplier hereby acknowledges and agrees that it shall have no rights whatsoever in respect of any Intellectual Property Rights owned by MRDI. All Specifications, data, and information provided by MRDI shall remain the exclusive property of MRDI. The Supplier shall not disclose or use any such information except as required for the purpose of the Contract.
- (d) Any disclosure or misuse of any Protected Information by any of the staff of the Supplier shall be deemed to be the default of the Supplier.
- (e) The obligations on the part of the Supplier under this Paragraph 29 shall continue in full force and effect notwithstanding of any termination or the expiry of this Contract.
- (f) The Supplier agrees and undertakes to fully indemnify MRDI in respect of all losses, liabilities, claims, actions, proceedings, demands, costs, charges or expenses arising out of or in connection with any claims in respect of the Protected Information which claims would not have arisen but for some act, omission, neglect or default on the part of the Supplier or any of its staff.

29. Exclusion of Application of Contracts (Right of Third Parties) Ordinance (Cap. 623)

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

30. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due to a Force Majeure Event, provided that the affected party notifies the other as soon as practicable and takes all reasonable steps to mitigate the effects.

31. Entirety of Contract

The Contract and the documents referred to herein shall constitute the entire agreement concerning the subject matter hereof and shall supersede any and all prior representations, warranties and undertakings in respect of the subject matter herein.

32. Governing Law and Jurisdiction

This Contract is governed by the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

33. Cost and expenses

The Supplier shall, unless otherwise provided for expressly in this Contract, comply with the provisions of this Contract at its own cost and expenses.

34. Notices

Any notice to be given to the Supplier may be served (a) personally, or (b) by post addressed to the Supplier's last known place of business.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Contract, including all the terms and conditions and schedule(s) which follow.

SIGNED by)
for and on behalf of)
Hong Kong Microelectronics)
Research and Development Institute)
Company Limited)
Date)

SIGNED by)
for and on behalf of)
[full name of Supplier])
Date)

Schedule 1 – Price and Payment Schedule



安全生產管理協議

Safety Production Management Agreement

甲方/Party A : 地址/Address :	Hong Kong Microelectronics Research and Development Institute Company Limited, having its registered office at Unit 501-503 & 505, 5/F, 12W, 12 Science Park West Avenue, Hong Kong
乙方/Party B : 地址/Address :	
工程名稱 : Project Name :	
工程區域 : Project Premise :	Microelectronics Centre (微電子中心), situated at 1 Fuk Wang St, Yuen Long Industrial Estate (元朗工業邨福宏街1號)

為明確甲、乙雙方安全生產的權利、義務和責任，確保甲方生產的正常進行，雙方就在工程區域內雙方人員、設施和財產的安全管理和安全作業、生產責任問題，訂立如下條款，以茲共同遵守。本協議適用於乙方及乙方人員基於與甲方的業務合作，在工程區域內（包括但不限於廠區、廠區周邊及其附屬設施）從事施工、作業、服務等業務行為。

如乙方及乙方人員因履行甲乙雙方簽署的相關業務合同（包括但不限於採購合同、工程施工合同、服務合同等），需在工程區域內實施相應業務行為的，乙方承諾按照本協議的約定執行安全管理。

To clarify the rights, obligations, and responsibilities of Party A and Party B regarding safety production, and to ensure Party A's normal operations, both parties hereby agree on the following terms concerning the safety management, operations, and responsibilities for personnel, facilities, and property within the Project Premise. This Agreement applies to the construction, operation, service and other business activities carried out by Party B and its personnel within the Project Premise (including but not limited to the factory area, its surrounding areas and affiliated facilities) based on the business cooperation with Party A. If Party B and its personnel need to carry out corresponding business activities within the Project Premise in order to perform the relevant business contracts signed by both parties (including but not limited to procurement contracts, engineering construction contracts,

service contracts, etc.), Party B undertakes to implement safety management in accordance with the provisions of this Agreement.

I. 甲方權利及義務 Rights and Obligations of Party A

- (1) 甲方應將制訂的與乙方服務範圍相關的安全管理規章制度以電子或紙本形式通報給乙方，並記錄乙方確認收閱，乙方應配合甲方執行安全管理規章制度，甲方有權對乙方進行資質審查。

Party A shall notify Party B of the safety management regulations related to Party B's scope of services in electronic or paper form and record Party B's confirmation of receipt. Party B shall cooperate with Party A in implementing these safety management regulations, and Party A has the right to conduct qualification reviews of Party B.

- (2) 針對作業專案危險性的不同，甲方有權要求乙方制定專門的施工管理方案並對其進行審查。

Depending on the risk level of the project, Party A has the right to require Party B to develop a specific construction management plan and to review such plan.

- (3) 當甲方負責的系統發生異常有可能危及到乙方安全生產時，須及時通知乙方做好應急準備。

When abnormalities in systems managed by Party A may endanger Party B's safe production, Party A shall promptly notify Party B to prepare for emergencies.

- (4) 甲方在工程區域內進行的可能會影響到乙方安全生產的施工作業，提前通知乙方。

For any construction activities within the Project Premise that may affect Party B's safe production, Party A shall notify Party B in advance.

- (5) 甲方在對乙方進行安全檢查時，如發現異常或事故隱患，有權要求乙方及時整改，乙方不能按甲方要求整改完畢的，甲方有權合理行使停工權，因合理停工所造成的後果由乙方自行承擔。甲方對乙方的事故隱患排查治理具有統一協調和監督管理的權利。

During safety inspections of Party B, if Party A identifies abnormalities or potential hazards, it has the right to require Party B to rectify them promptly. If Party B fails to complete the rectification as required,

Party A may reasonably exercise the right to suspend work, and any consequences arising from such reasonable suspension shall be borne by Party B. Party A has the right to coordinate and supervise Party B's hazard identification and rectification efforts.

- (6) 甲方有權要求並監督乙方現場操作服務人員穿戴好個人安全防護用品，以保證人身安全。

Party A has the right to require and supervise Party B's on-site operation personnel to wear appropriate personal protective equipment to ensure personal safety.

- (7) 甲方有權根據乙方在安全管理方面的表現進行績效評估，包括但不限於事故率、隱患整改及時率、培訓合格率等指標，評估標準應事先以電子或書面形式告知乙方。

Party A has the right to evaluate Party B's safety management performance based on metrics including, but not limited to, accident rates, hazard rectification timeliness, and training pass rates. The evaluation criteria shall be communicated to Party B in advance in electronic or written form.

II. 乙方權利及義務 Rights and Obligations of Party B

- (1) 乙方應當建立健全安全生產責任制度和安全生產教育培訓制度，制定安全生產規章制度和操作規程，保證安全生產條件所需資金的投入。

Party B shall establish and improve safety production responsibility systems and safety education and training systems, formulate safety production regulations and operating procedures, and ensure sufficient funding for safety production conditions.

- (2) 乙方應建立健全相應的安全生產管理制度，並嚴格執行各類操作規程，認真落實安全防範措施，嚴禁違章指揮、違章作業和強令冒險作業。

Party B shall establish and strictly implement corresponding safety management systems, adhere to all operating procedures, diligently implement safety precautions, and prohibit unsafe commands, operations, or forced hazardous work.

- (3) 乙方應建立安全衛生環保管理組織體制，包括乙方應明確專案經理安全責任制，主管安全生產的領導，各級專職和兼職的安全幹部；應建立各工種的安全操作規程、特種作業人員的審證考核制度、各級安全生產崗

位責任制及定期安全檢查制度等程式檔。乙方必須對各項安全制度或程式進行嚴格檢查和控管。

Party B shall establish a safety, health, and environmental management organization, including designating a project manager responsible for safety, a leader overseeing safety production, and full-time or part-time safety officers at all levels. Party B shall establish safety operating procedures for each work type, certification and assessment systems for special operation personnel, safety responsibility systems for all levels, and regular safety inspection systems. Party B must strictly monitor and enforce these safety systems and procedures.

- (4) 乙方進入現場的勞務作業人員應符合國家和地方的有關用工規定，禁止僱傭不滿 16 周歲的未成年工進場作業。進場施工人員應是乙方企業登記在冊的體檢合格人員，人員應保持相對穩定，患有傳染性疾病者進入現場作業應經甲方審核同意。乙方應為所有進場人員依法投保雇員補償保險，保額不低於香港法例第 282 章《雇員補償條例》所規定的最低標準，保險證書副本應提供給甲方備案。Party B's on-site labour personnel shall comply with national and local labour regulations, and the employment of minors under 16 years of age is prohibited. On-site workers shall be registered and medically certified by Party B, with relatively stable personnel. Individuals with infectious diseases must obtain Party A's approval before entering the site. Party B shall legally procure employees' compensation insurance for all on-site personnel, with coverage not less than the minimum standard stipulated in the Employees' Compensation Ordinance (Cap. 282) of Hong Kong. A copy of the insurance certificate shall be provided to Party A for record.

- (5) 乙方應僱傭身心健康的人員執行相關服務，作業專案如涉及職業病危害作業，乙方應當按照規定組織相關從事該專案作業的人員進行職業健康檢查。

Party B shall employ physically and mentally healthy personnel to perform relevant services. For operations involving occupational disease hazards, Party B shall organize health checks for relevant personnel in accordance with regulations.

- (6) 乙方應保證乙方人員具備與所從事生產經營活動相應的安全生產知識和管理能力，並安排人員參加相關行政管理機構的培訓，確保其在從事其本崗位工作時已取得法律法規所規定的資格證書。
Party B shall ensure its personnel possess the safety production knowledge and management capabilities required for their activities and arrange for them to participate in training by relevant administrative authorities, ensuring they obtain legally required qualification certificates for their roles.
- (7) 乙方應當對管理人員和作業人員每年至少進行一次安全生產教育培訓，其教育培訓情況記入個人工作檔案。安全生產教育培訓考核不合格的人員，不得上崗。乙方應將安全生產指標納入績效考核指標。
Party B shall conduct safety production education and training for managers and workers at least annually, with training records documented in personal files. Personnel who fail the safety training assessment shall not be allowed to work. Party B shall incorporate safety production metrics into performance evaluations.
- (8) 乙方承諾服務內容中的每項化學物質或有害物質均適於使用和運輸，並確保 SDS，包裝、標記、標籤、運輸紀錄完備，且根據有關法律實施登記。
Party B warrants that all chemical or hazardous substances within the scope of services are suitable for use and transportation, with complete Safety Data Sheets (SDS), packaging, markings, labels, and transportation records, and registered in accordance with relevant laws.
- (9) 乙方需要在工程區域進行施工的，必須制訂施工現場應急回應預案，施工現場需設置明顯的安全警告牌、施工公告牌等安全標識。在有較大危險因素的生產經營場所和有關設施、設備上，應設置明顯的安全警示標誌。
For construction within the Project Premise, Party B must develop an on-site emergency response plan and install prominent safety warning signs and construction notice boards. Clear safety warning signs shall be placed in high-risk production areas, facilities, or equipment.
- (10) 乙方人員應對服務區域的作業環境、操作設施、設備、工具等進行檢查，發現隱患時應立即進行整改和報備。

Party B's personnel shall inspect the work environment, operating facilities, equipment, and tools within the service area, promptly rectifying and reporting any identified hazards.

- (11) 乙方人員在服務範圍內的個人安全防護用品由乙方負責提供，並嚴格執行甲方區域內的個人安全防護用品佩戴規定。乙方必須督促現場操作的乙方人員自覺穿戴好個人安全防護用品，以保證人身安全。 Party B shall provide personal protective equipment for its personnel within the service scope and strictly enforce Party A's regulations on wearing such equipment. Party B must require its on-site personnel to properly wear personal protective equipment to ensure personal safety.

- (12) 乙方人員在生產、作業過程中，不得擅自動用甲方的各種設備、設施、工具等。如必須借用或租賃，應由雙方有關人員辦理借用或租賃手續。設備、設施、工具等在發出或收回時，必須由甲方保管人員和乙方使用人員共同進行日常檢查。

During production or operations, Party B's personnel shall not use Party A's equipment, facilities, or tools without authorization. If borrowing or leasing is necessary, both parties' relevant personnel shall complete borrowing or leasing procedures. Equipment, facilities, or tools shall be jointly inspected by Party A's custodians and Party B's users upon issuance or return.

- (13) 乙方人員按期進入工程區域從事服務工作的必須自覺遵守甲方各項安全規章或規定，服從管理，接受甲方安全部門的檢查。當乙方與非甲方的作業方在同一區域內作業，且可能影響對方作業、生產安全時，雙方應當簽訂安全生產管理協議，明確各自的安全生產管理職責和應當採取的安全措施，並報甲方備案。

Party B's personnel entering the Project Premise for services must strictly comply with Party A's safety regulations, obey management, and accept inspections by Party A's safety department. When Party B and a non-Party A contractor operate in the same area and may affect each other's safety, both parties shall sign a safety production management agreement, clarifying respective responsibilities and safety measures, and file it with Party A.

(14) 乙方需在工程區域內進行的任何可能影響到甲方安全作業、生產的施工作業時，須至少提前 24 小時通知甲方。

For any construction activities within the Project Premise that may affect Party A's safe operations or production, Party B shall notify Party A at least 24 hours in advance.

(15) 乙方在工程區域內進行以下高風險作業（包括但不限於：動火作業、高空作業、密閉空間作業、吊裝作業、臨時用電、挖掘作業等）時，須根據香港勞工處相關指引及甲方制度，提前申請並取得高風險作業許可證，未經許可不得開展相關作業。

For high-risk operations within the Project Premise (including but not limited to hot work, working at heights, confined space operations, hoisting, temporary electricity use, and excavation), Party B must apply for and obtain a high-risk operation permit in advance, in accordance with Hong Kong Labour Department guidelines and Party A's regulations. No such operations shall commence without a permit.

(16) 如乙方從事的作業項目與廢棄物生產、運輸、儲存和處理等相關，乙方應遵守有關廢棄物生產、運輸、儲存和處理等方面的所有法律法規，並應在施工現場設立固定垃圾存放點，保持施工場地的環境衛生，做到文明施工。

For operations involving the production, transportation, storage, or disposal of waste, Party B shall comply with all relevant laws and regulations and establish a fixed waste storage point on-site to maintain environmental hygiene and achieve civilized construction.

(17) 乙方應制訂服務範圍內的生產安全事故應急預案，並應根據預案定期組織應急演練活動，必要時，乙方可邀請甲方共同組織開展應急演練活動。

Party B shall develop an emergency response plan for safety accidents within its service scope and conduct regular emergency drills based on the plan. When necessary, Party B may invite Party A to jointly organize emergency drills.

(18) 當發生火災等緊急情況時，乙方應及時啟動應急預案，立即通報甲方，採取必要的應急救援措施，並協助消防等外援單位及甲方工作人員開展救援行動。

In emergencies such as fires, Party B shall promptly activate its

emergency response plan, immediately notify Party A, take necessary rescue measures, and assist external units (e.g., fire services) and Party A's staff in rescue operations.

(19) 乙方應嚴格遵守香港特別行政區現行的建築及工業安全相關法律法規，包括但不限於：

Party B shall strictly comply with the current construction and industrial safety laws of the Hong Kong Special Administrative Region, including but not limited to:

- 《建築物條例》（第 123 章）及其附屬規例；
Buildings Ordinance (Cap. 123) and its subsidiary legislation;
- 《建築地盤（安全）規例》（第 59I 章）；
Construction Sites (Safety) Regulations (Cap. 59I);
- 《職業安全及健康條例》（第 509 章）；
Occupational Safety and Health Ordinance (Cap. 509);
- 《工廠及工業經營條例》（第 59 章）；
Factories and Industrial Undertakings Ordinance (Cap. 59);
- 《升降機及自動梯條例》（第 618 章）；
Lifts and Escalators Ordinance (Cap. 618);
- 《建築工地升降機及塔式工作平臺（安全）條例》（第 470 章）；
Construction Sites Lifts and Tower Working Platforms (Safety) Ordinance (Cap. 470);
- 《消防安全（建築物）條例》（第 572 章）；
Fire Safety (Buildings) Ordinance (Cap. 572);
- 《鍋爐及壓力容器條例》（第 56 章）；
Boilers and Pressure Vessels Ordinance (Cap. 56);
- 《電力條例》（第 406 章）；
Electricity Ordinance (Cap. 406);
- 《危險品條例》（第 295 章）；
Dangerous Goods Ordinance (Cap. 295);
- 《建築物（建造）規例》（第 123Q 章）；
Buildings (Construction) Regulations (Cap. 123Q);
- 《高處工作安全守則》及《臨時用電安全技術指引》等由勞工處及相關部門發佈的技術指引和行業守則。

Code of Practice for Safe Working at Heights and Technical Guidelines for Safe Use of Temporary Electricity, issued by the Labour Department and relevant authorities.

III. 安全事故責任 **Safety Accident Responsibilities**

- 1) 乙方應對因自身過錯造成的安全、衛生、環保事故承擔全部責任。
Party B shall bear full responsibility for safety, health, or environmental accidents caused by its own fault.
- 2) 乙方應對因其人員在工程區域內非因甲方原因所引起的安全事故承擔全部責任，事故發生後，甲方有權參與事故調查，乙方應積極配合進行各項工作，不得隱瞞、謊報。
Party B shall bear full responsibility for safety accidents caused by its personnel within the Project Premise not attributable to Party A. After an accident, Party A has the right to participate in the investigation, and Party B shall actively cooperate, without concealing or falsifying information.
- 3) 如因一方或其人員引起安全事故，造成另一方財產或人身損害的，引起事故一方應對事故負責，並應賠償受損害方的全部損失，包括但不限於直接經濟損失、為處理事故而支出的合理費用（如調查費、律師費、公關費）、以及因事故導致的生產停頓、業務中斷等間接損失。引起事故一方對受損害人員的人身損害賠償應按照相關法律規定執行。
If an accident caused by one party or its personnel results in property damage or personal injury to the other party, the party causing the accident shall be responsible and compensate the affected party for all losses, including but not limited to direct economic losses, reasonable expenses incurred in handling the accident (such as investigation fees, legal fees, public relations expenses), and indirect losses such as production stoppages and business interruptions caused by the accident. Compensation for personal injury shall comply with relevant legal provisions.
- 4) 如一方或其人員在對方安全管理區域內因不可歸責于對方的原因引起的安全事故而造成損失，其損失由該方或引起事故的協力廠商自行承擔。乙方的作業區、租賃區、設備設施放置區、物品存放區、人員休息區，以及其他由乙方管理、作業、佔用的區域屬於乙方的安全管理區域，其

他區域屬於甲方的安全管理區域。

If an accident caused by one party or its personnel in the other party's safety management area, due to reasons not attributable to the other party, results in losses, such losses shall be borne by the causing party or a third party responsible for the accident. Party B's safety management areas include its work zones, leased areas, equipment storage areas, material storage areas, rest areas, and other areas managed or occupied by Party B. All other areas are Party A's safety management areas.

IV. 違約責任 Liability for Breach

若乙方未按照甲方安全管理要求進行相關生產、管理活動或未按照本約定履行相關義務，則視為乙方違約，甲方有權要求乙方依法支付相應罰款，具體罰款標準詳見《附件四：承攬商違規罰款標準》。

If Party B fails to conduct production or management activities in accordance with Party A's safety management requirements or fulfil its obligations under this Agreement, it shall be deemed in breach. Party has the right to require Party B to pay a penalty in accordance with the law, with the penalty standard as detailed in Appendix 4: Contractor Violation Penalty Standard.

V. 其他 Miscellaneous

- 1) 乙方在履行本協議過程中如需收集、處理或傳遞員工的個人資料（包括健康記錄、培訓記錄等），應嚴格遵守香港《個人資料（私隱）條例》（第 486 章）相關規定，確保資料安全、合法使用，並取得相關人員的知情同意。

When collecting, processing, or transferring employees' personal data (including health and training records) during the performance of this Agreement, Party B shall strictly comply with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, ensuring data security, lawful use, and obtaining informed consent from relevant individuals.

- 2) 本協定以中英文雙語簽署，若中英文版本存在歧義，以中文版本為準。本協議自雙方加蓋公章或合同專用章之日起生效，直至經任一方提前三十日書面通知另一方後終止。其他未盡事宜由甲乙雙方依照相關法律法

規協商解決。

This Agreement is executed in both Chinese and English. In case of discrepancies, the Chinese version shall prevail. This Agreement takes effect upon both parties affixing their seals or contract-specific stamps and remains effective until terminated by either party with thirty days' prior written notice. Any unresolved matters shall be negotiated by both parties in accordance with relevant laws and regulations.

- 3) 因本協議引起的一切爭議，應提交香港特別行政區有管轄權的法院訴訟解決。

Any disputes arising from this Agreement shall be submitted to a competent court in the Hong Kong Special Administrative Region for resolution.

甲方： Party A:	香港微電子研發院有限公司 Hong Kong Microelectronics Research and Development Institute Company Limited
地址： Address:	香港新界沙田香港科學園區科技大道西 12 號 12W 大樓 501-503 及 505 室 Unit 501-503 & 505, 5/F, 12W, 12 Science Park West Avenue, Hong Kong
授權代表（簽章）： Authorized Representative (Seal):	
日期： Date:	

乙方： Party B:	
地址： Address:	
授權代表（簽章）： Authorized Representative (Seal):	
日期： Date:	



附件：承攬商違規事項罰金標準

Appendix: Contractor Violation Penalty Standard

本附件所列各項罰金是雙方基於違約行為可能導致管理成本增加、安全風險暴露及潛在營運影響而事先約定之違約金，並非懲罰性罰款。

The penalties stipulated herein are pre-agreed liquidated damages reflecting the administrative cost, safety risk exposure, and potential operational impact caused by the contractor's violations, and do not constitute punitive damages.

1 通則類 General Provisions

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
1.1	承攬商人員未接受安全培訓而違規進入廠區。 Contractor personnel entered the site without required safety training.	2,000
1.2	承攬商安全監工人員未在規定時間內完成（參訓且考核通過）我司監工安全培訓。 Contractor safety supervisor failed to complete MRDI supervisor safety training and assessment within the required timeframe.	2,000
1.3	僱傭不滿16周歲的未成年工。 Employing underage workers under the age of 16.	2,000
1.4	僱傭妊娠中或產後未滿一年婦女從事法令禁止的危害性工作。 Employing pregnant women or women within one year postpartum to engage in prohibited hazardous work.	2,000
1.5	未經施工申請，或申請未被核准即自行施工。 Commencing work without submitting or obtaining approval of the construction application.	2,000
1.6	危險作業未按規定申請危險作業許可，或危險作業申請未被核准即自行施工。 Performing hazardous work without applying for and obtaining the required permit.	4,000
1.7	屬高風險的危險作業未按規定申請危險作業許可，或危申請未被核准即自行施工。 Performing high-risk hazardous work without an approved permit.	10,000
1.8	在各類申請單據上冒簽相關負責人姓名。 Forging signatures of responsible persons on application forms.	10,000
1.9	承包商進入廠區未穿著符合要求的馬甲或制服，或未按要求佩戴識別證。 Contractor personnel entering the site without the required	2,000

	vest/uniform or ID badge.	
1.10	偽造、塗改出入證，販售、使用偽造或塗改的出入證。 Forging/altering access badges, selling or using such forged/altered badges.	10,000
1.11	將自己的出入證轉借給他人，或使用他人的出入證。 Lending one's access badge to others or using someone else's badge.	10,000

2 人員紀律類 Personnel Discipline

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
2.1	不配合門衛保安或我司其他工作人員的工作，出言不遜，有辱罵毆打行為。 Failing to cooperate with security or MRDI staff; abusive language or assault.	4,000
2.2	未經許可擅自從非指定的廠區出入口出入廠區，或翻越圍牆出入廠區。 Entering/exiting through non-designated gates or climbing over fences without authorization.	4,000
2.3	進入廠區前，未將火柴、打火機等火源放置在保安室指定置物盒內。 Failing to deposit matches/lighters and other ignition sources at the security office before entry.	10,000
2.4	非施工用刀具攜入廠區，未交警衛保存。 Bringing non-work knives into site without depositing with security.	1,000
2.5	非工作原因使用刀具（水果刀削果皮）。 Using knives for non-work reasons (e.g., peeling fruit).	2,000
2.6	使用刀具意圖傷人。 Using a knife with intent to harm.	20,000
2.7	未經許可擅自將帶攝像頭的手機、照相機、攝錄影機或其他帶攝像功能的電子產品攜帶入廠區，或未經許可破壞針對上述電子產品的管制標識。 Bringing camera-equipped devices into the site or tampering with related control signage without authorization.	10,000
2.8	未經許可從非指定的廠區周界傳遞物料至廠內。 Passing materials into the site through non-designated perimeters without authorization.	2,000
2.9	未經許可擅自開啟建築物管制門行走或傳遞物料。 Opening controlled doors to pass through or transfer materials without authorization.	4,000
2.10	在廠區內不按規定人行動線行走。 Failing to follow designated pedestrian routes inside the site.	1,000
2.11	赤腳，赤膊，衣冠不整，在廠區內隨地吐痰，丟棄垃圾，大聲喧嘩。 1,000	1,000

	Barefoot, bare-chested, improperly dressed; spitting, littering, or shouting in the site.	
2.12	在 廠 區 內 隨 地 大 小 便 。 Urinating/defecating in non-designated areas.	4,000
2.13	在 廠 區 內 喝 酒 、 進 食 。 酒 醉 進 入 廠 區 。 Drinking/eating in site areas; entering the site intoxicated.	10,000
2.14	在 吸 煙 室 以 外 區 域 吸 煙 。 Smoking outside designated smoking rooms.	10,000
2.15	于 承 包 商 工 作 場 所 發 現 煙 蒂 、 煙 盒 、 火 柴 棍 、 打 火 機 。 Cigarette butts/boxes, matches, or lighters found at contractor workplace.	2,000
2.16	未 在 規 定 地 點 休 息 、 在 管 制 時 間 睡 覺 或 任 意 躺 睡 。 Resting outside designated areas, sleeping during controlled time, or lying down arbitrarily.	1,000
2.17	在 廠 區 內 打 架 鬥 毆 。 Fighting within the site.	2,000
2.18	未 按 規 定 穿 戴 鞋 套 ， 穿 戴 不 標 準 ， 或 鞋 套 破 損 。 在 赤 足 區 穿 鞋 行 走 。 Improper shoe covers or damaged covers; wearing shoes in barefoot areas.	1,000
2.19	擅 自 使 用 我 司 物 品 墊 腳 ， 或 打 開 使 用 。 Using MRDI property as footstools or using property without permission.	2,000
2.20	未 經 許 可 擅 自 開 關 管 路 閥 門 或 電 氣 開 關 。 Operating valves or electrical switches without authorization.	2,000
2.21	未 經 許 可 擅 自 踩 踏 、 倚 靠 、 扶 握 、 鉤 掛 各 類 管 路 或 設 備 。 Climbing/leaning/grabbing/hooks pipelines or equipment without authorization.	2,000
2.22	非 緊 急 狀 況 下 未 經 許 可 擅 自 動 用 我 司 消 防 滅 火 設 備 。 Using fire-fighting equipment without authorization in non-emergencies.	1,000
2.23	未 經 允 許 擅 自 動 用 我 司 危 險 化 學 品 。 Using MRDI hazardous chemicals without authorization.	4,000
2.24	未 經 許 可 擅 自 操 作 我 司 機 台 設 備 。 Operating MRDI tools/equipment without authorization.	4,000
2.25	未 經 許 可 擅 自 進 入 管 制 區 域 或 其 他 非 施 工 區 域 。 Entering controlled or non-work areas without authorization.	2,000
2.26	破 壞 公 司 防 火 填 塞 而 未 按 標 準 予 以 封 堵 。 Damaging fire-stopping and failing to restore per standard.	2,000
2.27	其 它 違 反 施 工 作 業 許 可 相 關 規 定 者 Other violations of work permit requirements.	2,000
2.28	承 包 商 的 物 品 未 依 規 定 辦 理 出 廠 放 行 手 續 而 擅 自 攜 出 管 制 口 或 廠 區 。 Removing items from controlled exits/site without proper release procedures.	4,000

2.29	承包商依規定辦理物品出廠放行手續，但經查有超帶、規格不符或非其所有的物品，經相關部門證明確屬疏忽者。否則按下列條款處罰。 Items released with procedures but found over-carried/out of spec/not owned by contractor; if confirmed as negligence, penalized per this line; otherwise per below clauses.	4,000
2.30	偷盜，夾帶非包商自身的物品出廠。 Theft or smuggling non-contractor items out of the site.	20,000
2.31	塗改出廠放行單。 Altering the release form.	4,000

3 施工現場管理類 Construction Site Management

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
3.1	承包商工作人員不配合我司人員檢查及整改要求，頂撞檢查人員。 Contractor personnel failing to cooperate with inspections and rectification requirements, or defying inspectors.	2,000
3.2	通報改善的缺失未在規定期限內改善完成。 Failing to complete the rectification of reported deficiencies within the specified timeframe.	2,000
3.3	承包商未執行自主巡檢與檢查。 Contractor failing to conduct self-inspections and checks.	1,000
3.4	未依規定指派監工人員在現場監工，或監工未在現場監護。 Failing to assign site supervisors as required, or supervisors not being present on-site.	2,000
3.5	未依規定正確配戴安全防護具（如配戴安全帽未扣上帽帶）。 Failing to wear personal protective equipment (PPE) correctly (e.g., wearing a safety helmet without fastening the chin strap).	2,000
3.6	施工過程中被告知應即停工改善，但仍繼續施工作業。 Continuing work after being ordered to stop for immediate rectification.	4,000
3.7	未依規定在開工前執行危害告知，或危害告知單未妥善填寫，相關人員未簽字。 Failing to conduct hazard disclosure before starting work, or hazard disclosure forms being improperly filled out or missing required signatures.	20,000
3.8	未經許可擅自拆除施工隔離及防護設施。 Dismantling construction isolation and protective facilities without authorization.	2,000
3.9	未將核准的施工申請單及其他相關表單置於工作現場明顯處。 Failing to place approved construction applications and other relevant forms in a prominent position at the work site.	600
3.10	施工過程有涉及危險作業卻沒有申請危險作業許可。 2,000	2,000

	Performing work involving hazardous operations without applying for a hazardous work permit.	
3.11	作業後未上交施工申請單，危險作業許可等單據。 Failing to submit construction applications, hazardous work permits, and other documents after completion.	1,000
3.12	種作業施工或操作特種設備，無法定操作證照或特種作業操作證。 Conducting special operations or operating special equipment without a legal operation license or special operation certificate.	2,000
3.13	特殊作業人員無證上崗，證件不齊，或使用無效過期證件。 Special operation personnel working without a certificate, with incomplete documents, or using invalid/expired certificates.	1,000

4 施工作業類 **Construction Operations**

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
4.1	在甲類倉或溶劑供應間使用手機或非防爆對講機。 Using mobile phones or non-explosion-proof walkie-talkies in Class A warehouses or solvent supply rooms.	2,000
4.2	在甲類倉或溶劑供應間內執行動火作業未使用無火花工具。 Performing hot work in Class A warehouses or solvent supply rooms without using non-sparking tools.	2,000
4.3	使用不安全或不合格的設備或工具。 Using unsafe or unqualified equipment or tools.	1,000
高處作業 Working at Height		
4.4	作業前未確認高架作業人員是否有高處作業禁忌。 Failing to confirm whether high-altitude workers have medical contraindications before work.	1,000
4.5	高架作業過程中人員未佩帶安全帶，或未將安全帶掛鉤勾掛於人體腰部以上的安全母索或被許可的堅固結構物上。 Workers failing to wear safety belts during high-altitude operations, or failing to hook the safety belt to a life line above the waist or an authorized solid structure.	4,000
4.6	安全帶使用有困難的高架作業場所，未事先評估採取其他替代防護措施。 For high-altitude work sites where safety belts are difficult to use, failing to evaluate and take alternative protective measures in advance.	1,000
4.7	高差 2 米 (含) 以上的臨邊或洞口部位，未設置護欄或護蓋等防護設施、無安全警告標示，或防護設施損壞、失效，或暫時拆移未及時復原。 Failing to set up railings, covers, or safety warning signs at edges or	2,000

	openings with a height difference of 2 meters or more; or protective facilities are damaged, ineffective, or not restored after temporary removal.	
4.8	高架作業施工場所供人員出入的通道，未採取防止物料由高處掉落的措施。 Failing to take measures to prevent materials from falling from heights at access passages for high-altitude work sites.	1,000
4.9	高架作業設置的防護措施（護欄、護蓋、施工架及其附屬設備、安全網、警告標識等），其方式、安全要求（容許荷重、安全間距、寬度等）、使用的材料及配件、捆紮連接用的鐵絲、繩索（材質、規格、強度等），不符合安全規定或損壞未予修復。	1,000
4.10	高架作業施工架及護欄等安全防護設施，于強風、大雨等惡劣天氣或地震後，未在復工時依規定重新檢查確認其安全性即開工。 Failing to re-inspect and confirm the safety of scaffolding and railings after severe weather or earthquakes before resuming work.	2,000
4.11	施工架於部分拆除改造或停工一段時間未使用，未在復工時依規定重新檢查確認其安全性即開工。 Resuming work without re-inspecting scaffolding that has been partially dismantled, modified, or left unused for a period.	1,000
4.12	高架作業使用的工具、器材、材料等，未以吊索、吊帶或其他適當方式吊升或卸放，而以拋投方式作業。 Tools, equipment, or materials used in high-altitude work not being lifted or lowered by slings, straps, or other appropriate means, but instead being thrown.	1,000
4.13	高架作業施工架台放置的工具器材等，未平衡放置或過重超出施工架安全荷重，或人員離開時未予帶走或未以繩索等妥善固定，或將動力機具置於施工架上使用。 Placing excessive or unbalanced weight on scaffolding; failing to remove or secure tools when leaving; or using power tools directly on the scaffolding.	1,000
4.14	在管路、安全網上方行走。 Walking on top of pipelines or safety nets.	1,000
4.15	移動式施工架在使用時支撐輪未全部剎車。 Support wheels of mobile scaffolding not being fully braked during use.	1,000
動火作業 Hot Work		
4.16	未申請動火作業許可，或作業許可未被核准而擅自執行動火作業。 Performing hot work without applying for a hot work permit or before the permit is approved.	10,000
4.17	作業人員未持有法定動火作業操作證。 Operators not holding a legal hot work operation certificate.	1,000
4.18	有受火花、焊渣飛散滴落或火焰高熱波及的區域內的可燃性物品、電	6,000

	<p>線、管路、機具等，未清除或未做好遮護、無隔離防護措施。</p> <p>Combustible items, electrical wires, pipelines, machinery, etc., in areas susceptible to flying sparks, dripping welding slag, or high-heat flames, that have not been removed, properly covered, or isolated with protective measures.</p>	
4.19	<p>在密閉空間動火作業，違規將氧氣、乙炔鋼瓶置於密閉空間內使用。</p> <p>Performing hot work in confined spaces and violating regulations by placing oxygen and acetylene cylinders inside the confined space for use.</p>	2,000
4.20	<p>未將滅火器置於臨近易取用處，或向我司借用的滅火器未妥善保管或未歸還。</p> <p>Failing to place fire extinguishers in a nearby and easily accessible location, or failing to properly keep or return fire extinguishers borrowed from our company.</p>	2,000
4.21	<p>動火作業時使用彩條布或油布等易燃材料進行物品覆蓋或隔離。</p> <p>Using flammable materials such as color-striped cloth or tarpaulin for covering or isolation during hot work.</p>	2,000
4.22	<p>使用中或備用的氧氣、乙炔、氬氣等鋼瓶放置不合規（臥放或立放但未妥善用雙鐵鍊固定；兩瓶距離不足 5 米；放置位置臨近火源、高溫、油品、電氣配線、接地線的場所）。</p> <p>Improper placement of oxygen, acetylene, or argon cylinders (lying flat, or upright without double-chain fixation; distance between two cylinders less than 5m; placed near fire, high heat, oil, electrical wiring, or grounding lines).</p>	1,000
4.23	<p>氧氣、乙炔、氬氣等鋼瓶瓶體受損，或未裝設壓力錶，或壓力錶故障損壞。</p> <p>Gas cylinders (oxygen, acetylene, argon, etc.) are damaged, or not equipped with pressure gauges, or the gauges are malfunctioning.</p>	1,000
4.24	<p>氧氣、乙炔、氬氣等鋼瓶使用的橡膠管破裂、腐蝕，或接頭未用專用管夾束緊，或橫跨通道，或放置于有銳邊尖角、油污的物體或地面上。</p> <p>Rubber hoses for gas cylinders are cracked/corroded, or connectors are not secured with specialized clamps, or hoses cross passages or are placed on sharp/oily objects/floors.</p>	1,000
4.25	<p>使用氧氣或乙炔進行切割時未加裝擋火板及逆止閥。</p> <p>Failing to install fire shields and check valves (backflash arrestors) when using oxygen or acetylene for cutting.</p>	1,000
4.26	<p>收工後未將氣體鋼瓶閥門關閉。</p> <p>Failing to close gas cylinder valves after work.</p>	2,000
4.27	<p>人員手或手套、工作服沾有油污直接接觸鋼瓶開關閥、減壓閥、管接頭等。</p> <p>Personnel touching cylinder valves, pressure reducers, or connectors directly with oily hands, gloves, or work clothes.</p>	1,000

4.28	動火作業收工時，未將火種、火星、焊渣熄滅、冷卻。 Failing to extinguish or cool down fire sources, sparks, or welding slag upon completion of hot work.	2,000
4.29	氧氣、乙炔等帶壓的氣體瓶運輸過程混裝或裝車、卸車隨意扔放。 Mixed loading of pressurized gas cylinders (oxygen, acetylene, etc.) during transport, or throwing them carelessly during loading/unloading.	1,000
4.30	動火過程中無監火人員在場監督。 No fire watch personnel present during hot work.	2,000
4.31	動火作業導致起火的。 Hot work resulting in a fire.	20,000
4.32	其他違反動火作業相關規範者。 Other violations of hot work-related specifications.	1,000
吊裝作業 Lifting Operations		
4.33	未申請吊裝作業許可，或作業許可未被核准而擅自執行吊裝作業。 Performing lifting operations without applying for or obtaining an approved lifting permit.	8,000
4.34	未按要求執行吊裝作業前、中、後檢查。 Failing to perform inspections before, during, and after lifting operations as required.	2,000
4.35	作業人員無法定吊裝作業證。 Operators do not possess a legal lifting operation certificate.	2,000
4.36	六級以上大風或雨雪等不適合進行吊掛作業的天氣違規進行吊掛作業。 Violating regulations by performing lifting work during unsuitable weather such as winds above level 6, rain, or snow.	4,000
4.37	現場無安全監工進行全程安全監督，無專職信號指揮人員。 Absence of a safety supervisor for full-process supervision and no dedicated signal person on-site.	4,000
4.38	吊臂回轉半徑內未設置警戒區域，未實施吊裝區域管制。 Failing to set up a warning area within the boom's swing radius or failing to implement lifting area control.	4,000
4.39	利用吊車吊掛人員。 Using a crane to lift personnel.	4,000
4.40	吊鏈、鋼索、繩索、吊(夾)具等有裂痕、割傷、腐蝕、扭曲卷折等問題。 Lifting chains, steel cables, ropes, or slings/clamps have cracks, cuts, corrosion, or kinks/twists.	2,000
4.41	吊車在鬆軟或傾斜地面作業，其四個支撐腳未採用足夠強度、大小適度的枕木(支撐腳不能超出枕木邊緣)或鋼板進行支撐，或吊舉的重物超出額定荷重，或吊杆超出安全作業角度。 Cranes operating on soft/sloping ground without adequate	2,000

	sleepers/plates under outriggers; or lifting weight exceeds rated load; or boom exceeds safe angle.	
4.42	未經許可利用挖土機、推土機等非專門吊掛機具執行吊掛作業。 Using non-specialized equipment like excavators or bulldozers for lifting work without authorization.	2,000
4.43	吊車吊鉤未裝防滑舌片，或已裝設但失效。 Crane hooks missing safety latches or having dysfunctional ones.	2,000
4.44	吊車等未使用固定支架而直接用鋼索捆綁吊運鋼瓶。 Lifting gas cylinders directly with steel cables without using fixed racks.	2,000
4.45	吊裝口人員未按要求佩戴安全帶。 Personnel at the lifting opening failing to wear safety belts as required.	2,000
4.46	其他違反吊掛作業相關規範者。 Other violations of lifting operation-related specifications.	4,000
局限空間作業 Confined Space Operations		
4.47	未申請局限空間作業許可，或作業許可未被核准而擅自執行動火作業。 Performing confined space work without applying for or obtaining an approved permit.	10,000
4.48	作業前未確認空間內物質是否已按規定清空。 Failing to confirm whether substances in the space have been cleared as required before work.	4,000
4.49	作業前未使用規定儀器測試作業空間可燃氣體及有害氣體濃度。 Failing to use required instruments to test concentrations of flammable and harmful gases before work.	2,000
4.50	作業時與空間連通的管路閥門未關閉或盲封。 Valves on pipelines connected to the space are not closed or blind-flanged during work.	2,000
4.51	作業空間未按要求進行通風換氣。 Failing to ventilate the work space as required.	2,000
4.52	作業空間人員入口附近未按要求配置足夠的應急救援器材或器材失效。 Insufficient or dysfunctional emergency rescue equipment near the entrance of the workspace.	2,000
4.53	作業空間使用的電器工具無漏電保護裝置。 Electrical tools used in the work space lack leakage protection devices.	4,000
4.54	未定時使用專用檢測儀器檢測作業空間的氣體濃度（氧氣，有毒有害氣體）狀況。 Failing to periodically use specialized instruments to detect gas concentrations in the workspace.	2,000

4.55	安全守護人員未按要求著防護器具待命，如安全繩索、SCBA 等。 Safety standby personnel fail to wear protective gear such as safety ropes or SCBA while on duty.	2,000
4.56	作業人員未按規範配帶防護器具。 Operators failing to wear protective equipment according to specifications.	2,000

5 施工關聯作業類 **Construction-Related Operations**

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
臨時用電 Temporary Power Supply		
5.1	未申請臨時用電許可，或臨時用電許可未被核准而擅自從電盤接電作業。 Performing electrical work by connecting to the power panel without applying for a temporary power permit or before the permit is approved.	4,000
5.2	作業人員未按規定穿戴絕緣防護具。 Operators failing to wear insulating protective equipment as required.	1,000
5.3	擅自加設臨時電源開關箱，或公司同意設置但未經安全檢查認可即進行接電使用。 Unauthorized installation of temporary power switch boxes, or connecting to power after the company has agreed to the setup but before it has been approved by a safety inspection.	1,000
5.4	電源開關未設開關箱防護，無漏電保護、超載保護，或其功能已失效。 Power switches not protected by switch boxes, lacking leakage protection or overload protection, or such functions have failed.	1,000
5.5	裸線搭接，或將電源導線勾掛於電源開關保險絲上，或從電源開關一次側接電。 Connecting with bare wires, hooking power conductors onto power switch fuses, or taking power from the primary side of the power switch.	2,000
5.6	擅自更換電源開關保險絲，或以超出額定負載量的保險絲或以鋼、鐵等金屬物替換代用，或改用較大容量的電源開關。 Unauthorized replacement of power switch fuses, or replacing them with fuses exceeding the rated load or with metal objects like steel or iron, or switching to a larger capacity power switch.	2,000
5.7	使用的電源線、電纜、接地導線絕緣包覆老化、損傷，或內部	1,000

	銅線過度彎折損傷或導線接續處接合不良有發熱異常。 Power lines, cables, or grounding wires with aged or damaged insulation coating, or internal copper wires damaged by excessive bending, or abnormal heating due to poor connection at wire joints.	
5.8	使用不合格的電源線·延長線·拖線板(無漏電保護器)或電氣設備。 Using substandard power cords, extension cords, power strips (without leakage protectors), or electrical equipment.	1,000
5.9	電氣設備接線未採用“一機、一箱、一閘、一漏”的方式。 Electrical equipment wiring not following the "one machine, one box, one switch, one leakage protector" method.	1,000
5.10	橫跨馬路、人行動線或車輛出入動線的電氣線路·未架空、埋地或未設置必要防護措施。 Electrical lines crossing roads, pedestrian paths, or vehicle access routes that are not overhead, buried, or provided with necessary protective measures.	1,000
5.11	電箱設置在潮濕、油污或低處易積水等非乾燥場所。 Electrical boxes placed in non-dry locations such as damp areas, oily areas, or low-lying areas prone to water accumulation.	1,000
5.12	使用過程中未將電盤門關閉妥善。 Failing to properly close the power panel door during use.	1,000
5.13	在電盤上方或內部放置茶杯、毛巾、手工具、文件等雜物。 Placing miscellaneous items such as teacups, towels, hand tools, or documents on top of or inside the power panel.	1,000
5.14	遠離電源開關的用電器具·未於本體或鄰近本體處設置操作開關·或以閘刀開關充作開關使用。 Electrical appliances far from the power switch not having an operation switch on or near the main body, or using a knife switch as a functional switch.	1,000
5.15	外殼需要接地的電氣設備未按要求接地。 Electrical equipment whose casing requires grounding is not grounded as required.	1,000
5.16	完工後未關閉電源開關·或將電源插頭拔除·電纜線未收拾妥當。 Failing to turn off the power switch, unplug the power cord, or properly tidy up cables after completing work.	2,000
5.17	每日收工及遇下雨天時·未採用防雨布覆蓋電箱或移入避雨的場所。 Failing to cover the electrical box with a rainproof cloth or move it to a sheltered location at the end of each day or during rainy weather.	600

危險化學品 Hazardous Chemicals		
5.18	未申請危險化學品攜入許可，或攜入許可未被核准而擅自攜入危險化學品。 Bringing hazardous chemicals into the site without applying for a carry-in permit or before the permit is approved.	4,000
5.19	氣體鋼瓶未使用雙鏈固定，違規倒放導致橫臥滾動，未使用時未集中存放保管在規定的區域。 Gas cylinders not secured with double chains, violating regulations by being laid down and causing them to roll, or not stored centrally in designated areas when not in use.	1,000
5.20	危化品容器或包裝無標示或標示不完善。 Hazardous chemical containers or packaging with no labels or incomplete labeling.	1,000
5.21	使用飲料瓶等非專門容器盛裝化學品的容盛裝化學品。 Using non-specialized containers such as beverage bottles to hold chemicals.	1,000
5.22	違規將化學品放置在我司機台，電盤，物品上方，放置在地面時未設置防漏託盤。 Violating regulations by placing chemicals on top of the company's machinery, power panels, or other items, or failing to use leak-proof trays when placing them on the ground.	1,000
5.23	未經許可將化學品傾倒至我司洗眼器，水槽，地面，土壤，截流溝內。 Unauthorized dumping of chemicals into the company's eye wash stations, sinks, ground, soil, or intercepting ditches.	4,000
5.24	未使用專用鋼瓶推車搬運氣瓶，或搬運過程中未使用雙鐵鍊固定鋼瓶。 Failing to use specialized cylinder carts to transport gas cylinders, or failing to secure them with double iron chains during transportation.	1,000
5.25	高壓鋼瓶漏氣，壓力錶損壞未經修復而繼續使用，或未加裝逆止閥。 High-pressure gas cylinders leaking, or continuing to use them with damaged pressure gauges without repair, or failing to install check valves.	2,000
5.26	未經允許而使用列管毒性化學物質者。 Using regulated toxic chemical substances without authorization.	10,000
5.27	氣體化學品洩漏觸發我司報警偵測系統，或導致人員聞到異味，引發人員恐慌。 Gas chemical leakage triggering the company's alarm	10,000

	detection system, or causing personnel to smell odors and causing panic.	
5.28	收工後未將氣體鋼瓶閥門關閉，未將化學品容器瓶蓋擰緊。 Failing to close gas cylinder valves or failing to tighten chemical container caps after finishing work.	4,000
電動工具攜入 Power Tools Entry		
5.29	未申請電動工具攜入許可，或攜入許可未被核准而擅自將電動工具攜入廠區。 Bringing power tools into the site without applying for an entry permit or before the permit is approved.	2,000
5.30	電動工具未張貼我司檢測合格標籤，或標籤已過期。 Power tools not having the company's valid inspection labels or using expired labels.	1,000
5.31	交流電焊機未安裝使用二次空載保護器。 AC welding machines not equipped with a secondary no-load protector.	1,000
5.32	電焊機等用電器具設置在潮濕、油污或低處易積水等非乾燥場所。 Placing welding machines or other electrical appliances in non-dry locations such as damp, oily, or low-lying areas prone to water accumulation.	1,000
5.33	電焊機二次側地線未依規定使用電氣導線接至焊接的工作物本體，而以鋼筋、扁鐵等金屬搭接或利用管架、設備等搭接至工作物本體。 Secondary ground wires of welding machines not using electrical conductors to connect to the workpiece as required, but instead using steel bars, flat iron, or pipes/equipment for connection.	1,000
5.34	電焊機的焊接柄或電流、電壓調整把手無絕緣被覆或損壞。 Welding handles or current/voltage adjustment knobs of welding machines having no insulation coating or being damaged.	1,000
5.35	用電器具破損導致帶電部位裸露且繼續使用。 Continuing to use electrical appliances with damaged parts that result in exposed live components.	2,000
5.36	電器導線、接地導線與電源開關、機體外殼連接的端子未壓實鎖緊。 Terminals connecting electrical wires or grounding wires to power switches or machine casings are not firmly crimped or tightened.	1,000
MOC 工程變更作業 Management of Change		

5.37	未申請 MOC，或 MOC 申請未審核完成，但實際施工作業已涉及 MOC 變更。 Failing to apply for an MOC, or the MOC application has not been fully reviewed and approved, yet the actual construction work already involves MOC changes.	10,000
5.38	作業內容與 MOC 許可的內容不一致。 The content of the work is inconsistent with the content authorized in the MOC permit.	4,000
5.39	施工方案與 MOC 許可的方案不一致。 The construction scheme is inconsistent with the scheme authorized in the MOC permit.	4,000
5.40	未將 MOC 申請許可的表單放置於施工現場。 Failing to place the approved MOC application forms at the construction site.	1,000
安全防護系統中斷 Safety Protection System Interruption		
5.41	未提前評估作業對安全防護系統存在的潛在干擾，忽略需執行安全防護系統中斷申請，施工中導致報警系統動作。 Failing to pre-evaluate potential interference to safety systems, neglecting the interruption application, and causing an alarm system trigger during construction.	4,000
5.42	未申請安全防護系統中斷（含消防系統、VESDA 系統、特氣偵測系統、化學品洩漏偵測系統、CCTV 監控系統、以及其他涉及本公司安全之系統，下同），或中斷申請未被核准而擅自執行中斷作業。 Failing to apply for a safety system interruption(including fire, VESDA, gas/chemical detection, CCTV, etc.), or performing interruption without approval.	20,000
5.43	安全防護系統中斷、恢復作業未按規定作業程式進行。 Interruption or restoration of safety protection systems not performed according to designated operating procedures.	4,000
5.44	進行消防系統維修維保未申請中斷，導致報警系統動作。 Performing fire system maintenance without applying for interruption, resulting in an alarm system trigger.	4,000
5.45	進行動火作業未評估對上方煙感的干擾，未申請中斷，導致作業過程中煙感頻繁報警。 Performing hot work without evaluating interference to overhead smoke detectors or applying for interruption, causing frequent alarms.	6,000
5.46	未經許可擅自更改安全防護系統主機的參數設定。 Unauthorized modification of parameter settings on the safety protection system host/control panel.	10,000
5.47	未將“安全防護系統中斷許可證”放置於作業現場。	8,000

	Failing to place the “safety protection system interruption permit” at the work site.	
5.48	在消防噴淋系統中斷作業前，未備妥施工準備材料及防漏盛漏器材。 Failing to prepare construction materials and leak-proof/collection equipment before interrupting the fire sprinkler system.	2,000
5.49	消防水中斷區域未按規定配置必要的移動式滅火器及消防水帶。 Failing to equip necessary mobile fire extinguishers and fire hoses in areas where fire water is interrupted as required.	2,000
5.50	未按申請時明確的要求對中斷區域執行管制。 Failing to implement control over the interrupted area according to the specific requirements stated in the application.	2,000
重大營運衝擊 Major Operational Impact		
5.51	未提前評估作業是否構成重大營運衝擊，忽略需執重大營運衝擊申請。 Failing to pre-evaluate whether the work constitutes a major operational impact and neglecting the required major operational impact application.	20,000
5.52	未申請重大營運衝擊作業，或申請未被核准而擅自執行重大營運衝擊作業。 Failing to apply for a major operational impact work permit, or performing major operational impact work without an approved application.	40,000
5.53	作業內容與重大營運衝擊作業許可的內容不一致。 The content of work is inconsistent with the content authorized in the major operational impact work permit.	20,000
5.54	施工方案與重大營運衝擊作業申請許可的方案不一致。 The construction scheme is inconsistent with the scheme authorized in the major operational impact work application.	10,000
5.55	未將重大營運衝擊作業申請許可的表單放置於施工現場。 Failing to place the approved major operational impact work application forms at the construction site.	2,000

6 施工環境整理整頓 **Construction Site Housekeeping and Orderliness**

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
6.1	物料暫存區未進行隔離、未按要求張貼物品暫存單。	1,000

	Material temporary storage areas not isolated, or temporary storage slips not posted as required.	
6.2	<p>施工物料、機具未規範放置，阻礙通行（放在出入口、通道、電梯口等），或阻擋消防急救器材，或影響設備操作，或堆置過量超出承載物安全荷重，或阻礙照明等。</p> <p>Construction materials and tools not placed properly, obstructing passage (at entrances, corridors, elevators, etc.), blocking fire/emergency equipment, affecting equipment operation, exceeding safe load capacity, or obstructing lighting.</p>	2,000
6.3	<p>體積小、重量輕等易被風吹散的廢棄物（飲料罐、飯盒、塑膠袋等）未妥善放置。</p> <p>Small, lightweight waste easily dispersed by wind (beverage cans, lunch boxes, plastic bags, etc.) not properly placed.</p>	1,000
6.4	<p>施工作業場所凌亂，未規整，未清理，不符和文明工地要求。</p> <p>Construction sites being messy, unorganized, or uncleaned, failing to meet civilized construction site requirements.</p>	1,000
6.5	<p>物品堆疊過高，或未予妥善固定，有崩塌、掉落、滑落的風險。</p> <p>Items stacked too high or not properly secured, posing a risk of collapse, falling, or sliding.</p>	1,000
6.6	<p>任意堆置易燃性垃圾、有機溶劑、或在廠區內燃燒任何物料。</p> <p>Pile flammable waste/solvents randomly or burn any materials in the plant.</p>	2,000
6.7	<p>存放危害物質的場所等未依規定設置安全標識。</p> <p>Fail to set safety signs as required at hazardous substance storage areas.</p>	1,000
6.8	<p>任意拆除、挪用、隔離機電設備、安全裝置、消防設施、警告標誌。</p> <p>Randomly remove, use without permission or isolate electrical equipment, safety devices, fire facilities and warning signs.</p>	2,000
6.9	<p>每日收工後未打掃施工場所、餘廢料未放置於指定地點，廢棄物未妥善收集或裝袋。</p> <p>Not clean the construction site after daily work, leave leftover waste unplaced at designated areas, or fail to collect/bag waste properly.</p>	2,000
6.10	<p>未依規定執行垃圾、廢棄物分類。</p> <p>Not sort waste as stipulated.</p>	2,000
6.11	<p>廢水、廢液等未經處理任意傾倒、排放至廠區任意地點。</p> <p>Discharge untreated wastewater/waste liquid randomly anywhere in the plant.</p>	10,000
6.12	<p>週邊施工臨時設點的生活污水不按規定排放。</p> <p>Discharge domestic sewage from on-site temporary</p>	1,000

	construction facilities against regulations.	
6.13	生活垃圾、施工垃圾未按規定傾倒在指定地點，或不及時清理。 Dump domestic/construction waste at non-designated areas or fail to clean it in time.	4,000
6.14	違規違法處理廢棄物。 Dispose of waste in violation of laws and regulations.	2,000
6.15	不當施工或行為污染空氣、土壤、水環境。 Pollute air, soil or water due to improper construction or conduct.	1,000
6.16	廠商進入廠區造成地面污染，且未配合清潔。 Cause ground pollution in the plant and refuse to cooperate with cleaning.	1,000
6.17	廢棄物廠商無故拒絕清運我司廢棄物。 Waste disposal contractors unreasonably refuse to collect and transport the company's waste.	10,000

7 潔淨室特殊管制類 **Cleanroom Special Control Requirements**

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
7.1	未經我司潔淨室管理專門培訓，或未經考核合格而私自進入潔淨室。 Enter the clean room without special training or passing the assessment of our company's clean room management.	2,000
7.2	未按規定從指定出入口進出潔淨室，人員未依規定通過風淋室。 Enter/exit the clean room not via designated access, or fail to pass through the air shower as required.	2,000
7.3	進出潔淨室未按要求進行登記。 Fail to register as required when entering/exiting the clean room.	1,000
7.4	未經授權攜帶電子產品進入無塵室，包括手提電腦、手機、對講機、U 盤、移動硬碟、相機、攝像機等。 Bring electronic products into the clean room without authorization, including laptops, mobile phones, walkie-talkies, U-disks, mobile hard drives, cameras, video cameras, etc.	10,000
7.5	攜入潔淨室的物品未提前拆包、或未在攜入潔淨室前擦拭乾淨。 Fail to unpack items in advance or wipe them clean before bringing them into the clean room.	4,000
7.6	將不符合車潔淨室安全及潔淨要求的物品，如表面有油污、生	4,000

	<p>鏽、碎屑脫落、掉漆等髒汙的物品帶入潔淨室。</p> <p>Bring items that do not meet the safety and cleanliness requirements of the clean room, such as dirty items with oil stains, rust, chipping debris, paint peeling, etc.</p>	
7.7	<p>施工人員的無塵衣、無塵鞋嚴重髒汙、破損仍穿入潔淨室。</p> <p>Enter the clean room with seriously dirty or damaged clean room clothing and shoes.</p>	1,000
7.8	<p>未經許可且未做好防護的情況下將有刺激性氣味的物品帶入無塵室。</p> <p>Bring items with pungent odor into the clean room without permission and proper protection.</p>	2,000
7.9	<p>未正確戴口罩、手套、網帽、無塵服、無塵鞋，在潔淨室內把手套摘下、無塵服無塵鞋拉鍊拉開等不良行為，穿著潔淨服到非潔淨區。</p> <p>Fail to wear masks, gloves, hairnets, clean room clothing and shoes correctly; remove gloves, unzip clean room clothing/shoes inside the room; or wear clean room clothing in non-clean areas.</p>	1,000
7.10	<p>身體倚靠機台、隨意坐地板、在潔淨室內睡覺。</p> <p>Lean on equipment, sit on the floor at will, or sleep inside the clean room.</p>	1,000
7.11	<p>踩、靠、拽、扶、坐、躺無塵室內任何機具設備及管路。</p> <p>Step on, lean against, pull, hold, sit or lie on any equipment and pipelines in the clean room.</p>	4,000
7.12	<p>施工時阻礙產品和人員流通，施工過程中未在地板上鋪墊上防護薄膜造成地板損傷，或髒汙未及時清理。</p> <p>Block the flow of products and personnel during construction; damage the floor by not laying protective film, or fail to clean dirt in a timely manner.</p>	4,000
7.13	<p>未經許可潔淨室內執行切割等產生煙塵的作業，未做好防塵措施，未同時使用無塵室專用吸塵器同步吸附粉塵。</p> <p>Conduct dust-generating work such as cutting in the clean room without permission; fail to take dust-proof measures or use the special vacuum cleaner for the clean room to absorb dust synchronously.</p>	4,000
7.14	<p>高架地板掀開作業時未設置安全警示圍籬。</p> <p>Fail to set up safety warning barriers when opening the raised floor for construction.</p>	2,000
7.15	<p>至天花板上方施工時，掀開天花板區域的正下方未進行圍護隔離警示。</p> <p>Fail to set up protective isolation and warning directly below the opened ceiling area during construction above the ceiling.</p>	1,000
7.16	<p>使用易碎容器且未採取相應保護措施。</p>	1,000

	Use fragile containers without corresponding protective measures.	
7.17	無塵室內的物料暫存區未使用 PVC 布鋪墊保護地板。 Fail to lay PVC cloth to protect the floor at the temporary material storage area in the clean room.	1,000

8 車輛機械管理類 Vehicle and Machinery Management

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
8.1	車輛未按規定配合我司相關人員的檢查。 Fail to cooperate with the inspection of our staff as required.	1,000
8.2	無牌車輛進入廠區，或在廠區內無證駕駛。 Drive unlicensed vehicles into the plant or operate without a license inside.	2,000
8.3	車輛于廠區內超速 (超過 20km/h) 行駛。 Speed over 20km/h in the plant area.	2,000
8.4	使用未取得檢驗合格證，或合格證已逾期的特種機械設備(如吊車、挖土機、叉車等)。 Use special machinery without a valid inspection certificate (e.g., crane, excavator, forklift).	4,000
8.5	車輛于廠區內撞毀廠區內設施未及時通報業主，或未按要求修復。 Fail to report timely or repair as required after damaging plant facilities with vehicles.	2,000
8.6	車輛行駛未遵守廠區內道路交通標誌、標線規定，違規停車。 Disobey traffic signs/markings or park illegally in the plant.	1,000
8.7	運輸車輛在廠區停車時未按要求正確放置輪擋。 Fail to place wheel chocks correctly when parking transport vehicles in the plant.	1,000
8.8	車輛載運渣土碎石或其他有揚塵、污染物飛揚可能的物料未採取有效遮蓋措施，導致物料散落污染路面。 Transport muck, gravel or dust-prone materials without effective covering, causing spillage and road pollution	2,000
8.9	車輛載運含液體的物質，未用密閉容器盛裝，導致滲出污染路面。 Transport liquids in unsealed containers, leading to leakage and road pollution.	6,000
8.10	運輸氮氣、氫氣、氨氣等氣體的車輛無防火罩、阻火器或已損壞。 Gas transport vehicles (nitrogen, hydrogen, ammonia, etc.) without or with damaged spark arrestors.	20,000
8.11	機具設備設施未依規定設置適當的安全防護設施，或安全防護	2,000

	功能已損壞失效。 Machinery lacks proper safety protection facilities or has damaged/non-functional safety features as required.	
8.12	堆高機照明燈、方向燈、後視鏡或其他配備設施損壞或欠缺未修補，或輪胎過度磨損影響剎車功能未更換。 Forklift with damaged/missing lights, mirrors or excessively worn tires (affecting braking) not repaired/replaced.	1,000
8.13	堆高機作業違反禁止搭載人員的規定。 Carry personnel on forklifts in violation of regulations.	1,000

9 緊急應變類 Emergency Response

序號 No.	違規事項 Violation Items	罰金 Penalty (HK\$)
9.1	工作場所發生職業災害未第一時間通報本公司，且未依照相關規定執行。 Fail to report occupational accidents to the company immediately or follow relevant rules.	2,000
9.2	發生火災未第一時間使用就近滅火器進行撲救。 Fail to use the nearest fire extinguisher to put out fires at the first time.	2,000

<p>我司 (乙方) 作為 MRDI 簽約工程承包單位，已充分瞭解以上對工程承包過程中違規事項的罰金標準，如有違反上述事項，在收到甲方正式罰單通知後，我司將按照標準按時足額繳納罰金。</p> <p>As a contracted engineering contractor of MRDI (Party B), our company has fully understood the above penalty standards for violations during the course of contract execution. In the event of any violation of the above provisions, upon receipt of a formal penalty notice issued by Party A, our company shall pay the penalty in full and on time in accordance with the applicable standards.</p>	<p>乙方 (公章) : Party B (Company Chop):</p> <p>地址 : Address:</p> <p>日期 : Date:</p>
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