

Hong Kong Science and Technology Parks Corporation

InnoCell Admission Guide (Category C) for Prospective Company or Participant of Business Development Programme

Document No. : InnoCell_AMG_003
Revision : 9.0
Effective Date : 28 March 2025

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1. Introduction

The Hong Kong Science and Technology Parks Corporation (“**HKSTP**”) has built a residential building “InnoCell”, in Science Park to provide short to medium term accommodation to the employees of our partner companies (each a “**Company**”) at an affordable rental rate so as to cater for the growth and diversifying needs of Hong Kong’s innovation and technology ecosystem. InnoCell’s objectives are to attract mainland/overseas R&D talents to relocate to Hong Kong as well as to facilitate the cross-fertilization of ideas and experience among the InnoCell residents. This Guide sets out the details of the Programme.

2. Description of InnoCell

InnoCell is a 17-storey building which provides 392 rooms (511 bed spaces). InnoCell is a smart building offering shared working spaces, recreational areas, laundry room and many other facilities to our residents. There are four (4) types of fully furnished units of different sizes, namely The Solo, the Twin, The Suite and The PowerHub.

A new satellite site of InnoCell – InnoCell at Kowloon West has been launched in October 2023, this new living space provides 200 accommodation units in the city.

Details of these units can be found on our website at this link <https://www.hkstp.org/en/rental/space/accomodation/innocell>.

3. Definitions

- 3.1 “**Business Development Programme**” refers to any programme launched and managed by HKSTP, InnoPark and HKSTP (Shenzhen) from time to time, the primary objective of which is the fostering and strengthening Hong Kong’s innovation and technology (I&T) ecosystem with particular focus on the following areas: (i) the strategic growth of I&T among the various technology clusters of HKSTP; (ii) the development and launch of I&T incubation programmes; (iii) identifying investment opportunities in the field of I&T; and (iv) creating a global network to facilitate the growth of a cross-border I&T ecosystem.
- 3.2 “**Prospective Company**” means a company that possesses prospective I&T technology which has strong potential and is looking to establish a presence at Hong Kong Science Park, InnoPark, InnoCentre or Hong Kong Science Park Shenzhen Branch, hence, the need to find suitable accommodation for its staff as a “pre-landing” facility at Hong Kong Science Park.

4. Admission Application

4.1. Eligibility Criteria

All applications for admission into InnoCell under the category of “Prospective Company or Participant of Business Development Programme” are by invitation only. The relevant divisions and departments in HKSTP shall have the sole and absolute discretion to determine the list of invitees, which will be limited to companies and individuals that fall within either one of the following categories:

- (a) a Prospective Company; or
- (b) an individual participant of any Business Development Programme (hereinafter, where the context permits, collectively referred to as “**Applicants**” and individually as an “**Applicant**”)

4.2. Application Procedure

- 4.2.1 The Applicant must submit an online application (<https://share.yeeflow.com/f/2b54AWtnlXK#/>) and the relevant divisions and departments in HKSTP shall provide written justifications for its recommendation.
- 4.2.2 The relevant divisions and departments in HKSTP shall indicate in the Application Form whether rent shall be charged to the Applicant or to their relevant divisions, as case maybe, of HKSTP.
- 4.2.3 HKSTP reserves the right to request for additional information from an Applicant for the purposes of reviewing the Applicant’s application that may include, without limitation, asking for additional supporting information and documents from the Applicant.
- 4.2.4 Should the Applicant fail to provide the additional information, documents and/or clarifications requested by HKSTP within 7 working days of HKSTP making such request, HKSTP has the full right and full and final discretion to cease processing the Applicant’s application.

4.3. Enquiries

- 4.3.1 For further enquiries relating to the application, the Company/Participant is/are welcome to contact via e-mail at innocell.general@hkstp.org.

5. Selection

- 5.1 The Company/Participant shall be selected according to the prospective technology possessed by the Applicant and the nature of the Business Development Programme, and subject to the approval of the InnoCell Committee.
- 5.2 HKSTP has the full, absolute and final discretion to accept or reject any applications submitted by Applicants on any grounds and for any reasons whatsoever and such decision shall be final, conclusive and binding on Applicants.

6. General Conditions

- 6.1 Period of stay (ranging from 1 night to 3 months) shall be subject to the duration of the I&T related events/programmes.
- 6.2 A successful Applicant shall be notified by email of the offer and confirm the move-in date. The successful Applicant shall settle payment of the deposit (which is HK\$1,000 per room) and the full payment of rent, within 7 days upon receiving the notification.
- 6.3 HKSTP has the sole and absolute discretion to offer other types of units that are not the successful Applicant's choice, in which case, the successful Applicant will be free to determine whether or not it wishes to proceed with its stay at InnoCell.
- 6.4 The successful Applicant shall, at all times during its stay at InnoCell, comply with the terms and conditions of its licence agreement and house rules of InnoCell that are applicable from time to time.

7. Recovery of Loss

HKSTP reserves the right to recover from any Applicant, any damage, loss and/or expense that are incurred by the Applicant in relation to or arising out of the Applicant's stay at InnoCell.

8. Audit Right

An Applicant shall grant any person authorized by HKSTP to have access to the Applicant's unit and the right to inspect and have access to the Applicant's unit at InnoCell, discuss, monitor and evaluate whether an Applicant has complied with and fulfilled all of the conditions under this Admission Guide and under the licence agreement for the Applicant's unit at InnoCell. In this regard, an Applicant is required to fully co-operate with HKSTP including, without limitation, to provide HKSTP with relevant information and explanations (be it in writing or verbally) in a timely and truthful manner.

9. Prevention of Fraudulent and Corrupt Activities

9.1 The Applicant and/or the Company shall jointly and individually ensure and undertake to HKSTP that it shall not engage in or commit any of the following acts and practices:

- (a) "corrupt practices" refer to the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party;
- (b) "fraudulent practices" is an act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (c) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- (d) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (e) "obstructive practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

(collectively defined as "**Fraudulent and Corrupt Activities**")

9.2 The Applicant is advised to observe the relevant regulatory legal and requirements and practices in Hong Kong relating to Fraudulent and Corrupt Activities, in particular the following Ordinances under the Laws of Hong Kong:

- (a) The Prevention of Bribery Ordinance (Cap 201)
- (b) The Theft Ordinance (Cap 210)

10. Personal Information

10.1 All personal data that are collected by HKSTP from any Applicant and/or the Existing Park Company employing an Applicant shall be used solely in relation to an Applicant's application for admission into InnoCell. Please read the Terms of Use of HKSTP @ <https://www.hkstp.org/en/terms-of-use> for more information.

10.2 The Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong), you have the right to request access to and correction of the personal data supplied by you. Please read the Privacy Policy of HKSTP @ <https://www.hkstp.org/privacy-policy/> for more information.

11. Termination

The licence agreement for InnoCell that is entered into with the successful Applicant may be terminated by HKSTP in any one or more of the following situation(s):

- (a) The Company/Participant do not comply with any of the terms and conditions in this Guide and the lease and/or license agreement with HKSTP and all instructions and correspondences issued by HKSTP or its representative from time to time in respect of this Guide
- (b) The Company/Participant misrepresent or provide any wrongful, incorrect, or inaccurate statement(s) in any other matters relating to the eligibility for such Company/Participant continued use and enjoyment of InnoCell.
- (c) If HKSTP forms the opinion that the termination of the licence of the Applicant at InnoCell must be carried out on the grounds of public interest.

12. Changes to Guidelines

HKSTP reserves the right to make changes to this Admission Guide and any documents and mechanisms related to or contemplated by this Admission Guide, as and when determined by HKSTP without the need to give any prior notice to any Applicants or Existing Park Companies. Please visit <https://www.hkstp.org/en/rental/space/accomodation/innocell> for the update.