

# Hong Kong Science and Technology Parks Corporation

# (Category B)

for

**Existing Park Company under Special Programme/Project** 

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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. Details of these units can be found on our website at this link <a href="https://www.hkstp.org/what-we-offer/infrastructure-overview/#innocell">https://www.hkstp.org/what-we-offer/infrastructure-overview/#innocell</a>.

## 3. Definitions

- 3.1 "Authorized Signatory" means any person of an Existing Park Company who is authorized to sign a lease agreement with HKSTP for the leasing of premises at Hong Kong Science Park or the human resource/ administrative/ finance managers of the Existing Park Company.
- 3.2. **"Existing Park Company"** means any partner company that has a valid lease with HKSTP for premises with Hong Kong Science Park including any companies occupying premises located in HKSTP's Industrial Estates and/or InnoCentre.
- "Special Programme/Project" means any specific programmes that are designed, launched and managed by the Corporate Development Division of HKSTP from time to time to promote the research and development of innovation technology (I&T), such as, InnoHK and InnoAcademy.
- 3.4 "Work Permit" means any valid work permit/visa for employment, training, investment as entrepreneurs that is issued by the Immigration Department of the Government of the HKSAR.

# 4. Admission Application

## 4.1. Eligibility Criteria

- 4.1.1 All applications for admission into InnoCell under the category of "Existing Park Company under Special Programme/Project" shall be by invitation only. The Corporate Development Division of HKSTP shall have the sole and absolute discretion to select and invite individuals employed by Existing Park Companies participating in Special Programmes/Projects to apply.
- 4.1.2 The Applicant must meet the following criteria:
  - (a) Must be employed by an Existing Park Company on a full-time basis; and
  - (b) If the Applicant is a non-Hong Kong permanent resident, the Applicant must hold a valid Work Permit.

## 4.2. Application Procedure

The Applicant must submit an online application (a copy of the InnoCell Application Form **(Form B)** is shown in the **Appendix 1** to this Admission Guide for reference.)

The Application must be endorsed by a Declaration Form (**Appendix 2**) signed by an Authorized Signatory of the ExistingPark Company. It is important to note that the Authorized Signatory must correspond to the authorized person who represented the Existing Park Company in executing its lease agreement with HKSTP or the human resource/ administrative/ finance managers of the Existing Park Company. The Existing Park Company shall be solely responsible and liable for the truthfulness, accuracy and completeness of all information submitted by its Applicant.

The authorized person must not be the Applicant at the same time.

- 4.2.2 The Application must also be endorsed by the Corporate Development Division of HKSTP supported by written justification for its endorsement.
- 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, additional supporting information and documents from the Applicant and/or its Existing Park Company.

Should the Applicant and/or the Existing Park Company 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 final discretion to cease processing the Applicant's application.

## 4.3. Enquiries

For further enquiries relating to the application, the Applicant and/or the Existing Park Company employing the Applicant is/are welcome to contact us via e-mail at <a href="mailto:innocell.general@hkstp.org">innocell.general@hkstp.org</a>

## 5. Selection

- The Applicant and/or its Existing Park Company shall be selected according to the nature of the Special Programme/Project 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 and their Existing Park Companies.
- 5.3 HKSTP shall inform each Applicant and/or its Existing Park Company the result of its admission application via email.

### 6. General Conditions

- 6.1 The successful Applicant is required to submit supporting documents for HKSTP's review:
  - (a) HKID/ Passport copy;
  - (b) Full set of Employment Contract\* indicating the Applicant's remuneration package and title;
  - (c) Valid Work Permit (for Overseas/Mainland Applicants only);
  - (d) One passport size photo of the Applicant;
  - (e) A duly signed Declaration Form with Company Stamp

<sup>\*</sup>Employment proof issued by company might be accepted if employment contract is not available during the application.

- 6.2 Period of stay (ranging from 1 night to 179 nights) shall be subject to the duration of the Special Programme/Project in question and shall always be conditional upon the lease/licence agreement between HKSTP and the Applicant's Existing Park Company being valid and subsisting throughout the Applicant's entire period of stay at InnoCell.
- A successful Applicant shall be notified by email of the offer and the designated move-in date. The successful Applicant shall settle payment of the rental deposit (equal to one month of rent) together with the advanced payment of the rent and in-room air-conditioning fee within 5 days of receiving the notification.
- 6.4 HKSTP has the sole and absolute discretion to offer other types of units that may not be the successful Applicant's choice, in which case, the successful Applicant and/or the Existing Park Company will be free to determine whether or not it wishes to proceed with its application.
- 6.5 Any licence term for InnoCell units may be terminated in the event that:
  - (a) The Existing Park Company ceases to be a tenant at Science Park/ HKSTP's Industrial Estates and/or InnoCentre;
  - (b) The Applicant is no longer working on a full-time basis for the Existing ParkCompany; and/or
  - (c) The Applicant fails to present a valid employment contract with the ExistingPark Company and/or a valid Work Permit.
- The Applicant of the Existing Park Company employing the Applicant shall 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 and/or its Existing Park Company shall permit any person authorized by HKSTP to have access to the Applicant's unit and the right to inspect, 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, both the Applicant and the Existing Park Company are 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 Existing Park 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;
  - (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; and
  - (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")

- The Applicant and/or the Existing Park Company employing the Applicant are advised to observe and comply with the relevant legal and regulatory 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

- All personal data that is 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 (a) <a href="https://www.hkstp.org/term-of-use/">https://www.hkstp.org/term-of-use/</a> for more information.
- 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 (a) <a href="https://www.hkstp.org/privacy-policy/">https://www.hkstp.org/privacy-policy/</a> for more information.

## 11. Termination

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

- (a) The Applicant and/or the Existing Park Company fail to comply with any of the terms and conditions contained in this Guide and the lease and/or licence agreement with HKSTP and in all other instructions and correspondences issued by HKSTP or its representative from time to time in respect of this Guide.
- (b) The Applicant and/or the existing Park Company misrepresent or provide any wrongful or incorrect or inaccurate statement(s) in its (i) Application Form; and (ii) any other matters relating to the eligibility for such Applicant 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 <a href="https://www.hkstp.org/what-we-offer/infrastructure-overview/#innocell">https://www.hkstp.org/what-we-offer/infrastructure-overview/#innocell</a> for the update.

Section 1 - Particulars of the Company / Organization

### Appendix 1 - InnoCell Application Form for Form B Existing Park Company under Special Programme / Project

Company / Organization Name				
Special Programme / Project Name	2			
Address				
Licence Agreement Term	Commencement Da	ate:	(dd/mm/yyyy)	
	Expiry Date:		(dd/mm/yyyy)	
Contact of Authorized person	Full Name		Position	
	Tel. No. Office: Mobile:		Email	
* Must be the person who signed the tenancy/ Company. The authorized person must NOT be	lease/licence agreement with Hk the Applicant at the same time	STP or human resource /	administrative / finance managers of the Existing Park	
Section 2 - Particulars of the App	licant			
Applicant Full Name (same as on II	D / Passport)			
(e.g. Chan Tai Man)				
Gender				
Nationality				
ID/Passport No	ID/Passport No			
Mobile Phone Contact No (with co	untry code)			
Position				
Local / Non-Local		For non-local residen	ts, please provide a copy of your valid visa/work permit	t
Company Email Address				
Check-in Date				
Check-out Date				
Room Type				
No. of Adults				
No. of Children (Aged under 18)				

## Important Note:

- (a) The minimum length of stay is one (1) night. The maximum length of stay is one hundred and seventy-night (179) nights.
  (b) The application will be subject to the final review and approval of the InnoCell Committee.

eference No:		

## Appendix 2 - Declaration Form

### Section 3 - Declaration

- I declare that I have read and understood the InnoCell Admission Guide.
- I declare that the information contained in this application together with any supporting documents and materials provided are, to the best of my knowledge, true, accurate and complete. I also understand that the giving of false or misleading information is a serious criminal offence.
- I understand that I may be requested to provide further clarification or documentation to verify the information supplied in this form and that Hong Kong Science and Technology Parks Corporation ("HKSTP") may, during the application process, consult with other parties on the information I have provided in this application.
- I acknowledge and accept that this application may be reviewed and vetted by HKSTP personnel, professional advisors appointed by HKSTP and/or members of the InnoCell Committee.

Applicant			
(Signature)			
Name:			
Date:			
Existing Park Company			
(*Authorized Signature with Company Stamp)			
Name of Park Company: Name of Authorized Signatory:			
Position/Designation of Signatory"			
Date:			
* Must be the person who signed the tangang //legse/licen	oco garoomont with UVCTD o	or human resource / administrative / finance managers of the Existing Park	
Company. The authorized person must NOT be the Appl	licant at the same time.	or normal resource / duministrative / jinance managers of the Existing Fark	
Section 4 – HKSTP's Recommendation (	to be filled-in by HKS	TP)	
	,		
Supporting Reasons and Justifications			
Proposed by	Full name	Position	
(Must be Manager grade or above)			
	Signature		
Decembered by	Full name	Position	
Recommended by (Must be Division Head or Director grade)	Full flattle	Position	
(Most be Division Head of Director grade)			
	Signature		
eference No:			