



SECURITIES AND FUTURES COMMISSION
證券及期貨事務監察委員會

Invitation to tender

Provision of change management service for Workday project

26 May 2017



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Provision of change management service for Workday project

We are pleased to invite your company to submit a proposal in respect of the captioned system and services. A copy of the Invitation to Tender is attached and is available for download from the "Invitations to Tender" section of the SFC website (<http://www.sfc.hk>).

If your company is interested in providing the services described in the Invitation to Tender, please send your proposal to the SFC at the address as shown in the Invitation to Tender by **2:00pm, 16 June 2017**. Late proposals will not be considered.

For and on behalf of the
Securities and Futures Commission

C K Mok
Senior Manager
Information Technology, Corporate Affairs



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1. Background

- 1.1 The Securities and Futures Commission (“SFC”) is an independent non-governmental statutory body outside the civil service, responsible for regulating the securities and futures markets in Hong Kong.
- 1.2 As a strategic move in adopting Workday services to provide solutions for managing the SFC’s finances and human resources, the SFC recognises the importance of managing changes and expectations of people within the organisation.
- 1.3 To minimise any business disruptions and to mitigate potential risks due to the adoption of Workday, it is crucial for the SFC to put in place an effective change management strategy and develop an executable plan.

2. Invitation to tender and interpretation

- 2.1 The SFC invites qualified vendors to submit proposals for providing change management service to facilitate the implementation of Workday Human Capital Management project (the “Service”). The requirement specification and the scope of the Service are included in the section “Requirement specifications” of this Tender.
- 2.2 In this document, the following terms shall have the following meanings :
 - 2.2.1 “Contract” means a formal agreement to be entered into between the SFC and those successful Tenderer(s) in relation to the Service containing such terms and conditions as the parties shall agree including (but not limited to) those terms set out in this invitation to tender (unless the same shall have been modified by the SFC);
 - 2.2.2 “Service” means the services described in section “Requirement specifications” hereof; and
 - 2.2.3 “Tenderer” means the person or persons or corporation tendering for the Project and includes the executors and administrators and permitted assigns of such person or persons or corporation.

3. Project scope

- 3.1 The main scope of the Service includes the following:
 - 3.1.1 To provide change management service to facilitate the implementation of Workday Human Capital Management (“HCM”) at various stages of the project;
 - 3.1.2 Define scope and conduct stakeholder analysis;
 - 3.1.3 Develop a communication strategy and key messages;
 - 3.1.4 Draft and roll out communications (e.g. FAQ’s, tool kits, presentation decks, employee briefings, emails, promotional materials, etc.);



- 3.1.5 To provide user training service for all employees, including the development of training materials, delivery of change management workshops and to facilitate the transition to the Workday services, and etc.

4. Requirement specifications

- 4.1 The Tenderer shall provide a full time engagement manager (“EM”) as the single point of contact for SFC in all matters related to the Service.
- 4.2 The Tenderer shall provide qualified consultants (“Change Agent Team”) specialising in change management services on Workday HCM implementation project.
- 4.3 The Change Agent Team (“CAT”) is expected to work closely with the SFC’s project team, and the Workday implementation team. The role of the CAT members is to facilitate communication in their expert area, and to assist SFC in all communications and change management activities.
- 4.4 For Tenderer’s reference, the SFC intends to implement Workday HCM in three stages. The tentative schedule, subject to change, is shown below as a reference:

Stage	Tentative schedule	Workday modules to be implemented
1	Jul 2017 – Mar 2018	Core HCM, Absence, ESS/MSS, payroll
2	Apr 2018 – Aug 2018	Recruiting, Learning
3	Aug 2018 – Oct 2018	Talent

- 4.5 The Workday implementation project is expected to serve 900 full time employees at the initial system launch. The SFC’s user communities are divided into three main groups, namely HR staff, management staff, and general staff. These three groups will represent the entire SFC’s user population.
- 4.6 The following is the list of requirements expected to be responsible by the CAT to:
 - 4.6.1 Identify and convey specific goals and objectives for addressing the change and continuity challenges and opportunities for SFC’s Workday project by designing and developing detailed change strategy and associated plans for all relevant group types, e.g. coaching plan, resistance management plan, communication plan and training plan, etc.;
 - 4.6.2 Identify the requirements for each audience type and document how these requirements will be achieved, e.g. two-way communication plan, and to oversee delivery of each communication event;
 - 4.6.3 Carry out impact analysis to assess the business process change that will affect the entire user population, and is required to enable individuals to transit to the new system and new processes in a manner that imposes the least amount of disruption to the SFC;
 - 4.6.4 To facilitate early engagement between the project team and relevant users to formulate module configurations (e.g. work processes);



- 4.6.5 Develop a sustainable knowledge base for the SFC to be able to maintain support and growth of the Workday services;
- 4.6.6 Provide training services to educate the SFC's user population, including the enablement of HR administrators to build sufficient capabilities and become proficient educators of the Workday functionality, i.e. train-the-trainer programme, after system go-live. The services include:
 - i. Evaluate the scope of the Workday project to determine the training needs for the SFC users;
 - ii. Utilise the Workday Adoption Toolkit to assess and determine the best overall approach and methods for each user group, including timelines and deliverables. To identify the right in-house staff to become the role of an educator to provide support for new employees;
 - iii. Provide a training curriculum including detailed listing and description for training courses based on the impacted job roles and business processes;
 - iv. Develop relevant training materials for classroom training and quick references for self-learning;
 - v. Carry out and conduct training to the SFC user communities, including, pre-UAT training as part of the train-the-trainer programme, pilot training to validate training materials, and end-user training to enable relevant staff to perform their new roles and responsibilities in Workday;
 - vi. Develop an ongoing training strategy to support adoption for new users and to accommodate new functionality.
- 4.6.7 Provide workshops / townhall like information and change management sessions to various user groups (in line with an established strategy) to support SFC in its transition to Workday;
- 4.6.8 To draft and roll out other various communications (e.g. FAQ's, tool kits, presentation decks, emails, promotional materials, etc.);
- 4.6.9 The Tenderer shall state clearly in the proposal the composition of the CAT structure for this Service, including, but not limited to, the number of EM, change agents, and subject matter experts in their respective area of expertise. If there are any sub-contractors involved, their roles and responsibilities must be clearly stated and shall be fully managed by the Tenderer;
- 4.6.10 The EM is required to provide status updates at regular progress meetings and reports during the course of the Service engagement.



4.7 Insurance

4.7.1 Without prejudice to the Tenderer's liability to indemnify SFC, the Tenderer shall at its own expense from the commencement date of the Contract in effect and maintain for the benefit of, and in the joint names of, Tenderer and SFC the following:

- i. Public Liability Insurance - in respect of personal injury, death, loss and damage to property, up to an indemnity limit of HK\$10,000,000 per occurrence, arising out of or being caused by the carrying out of the Service by the Tenderer, its employees or agents.

4.8 Investment declaration by individuals

4.8.1 The Tenderer, members of the service team and any other person employed or otherwise engaged in the Service for an accumulated period exceeding 6 months and with production access to the SFC systems or data, must:

- i. make a declaration of his/her investments declaring all holdings known to be held by the secondee or related person/entity in Hong Kong securities & futures contracts, leveraged foreign exchange trading, and investment arrangements upon commencement of work at SFC; and
- ii. report to SFC any changes to the declared holdings throughout their engagement with SFC.

4.9 Financial reports

4.9.1 Before signing of the contract, the Tenderer must provide proof of their financial positions for vetting by SFC.

5. Guidelines for Tenderers

These guidelines are intended to provide Tenderers with guidance on the procedure for submitting their proposals and the approach that SFC will generally adopt in assessing such proposals. They do not bind, and are not intended to bind, the SFC in any way. The SFC reserves the right to accept or reject all or any part of a proposal.

In view of the large-scale and complexity of the requirements, a proposal that does not fulfill all mandatory requirements might also be considered if the proposed solution is competitive and highly compatible with common technologies.

5.1 Preparation and submission of proposals

5.1.1 What must proposals cover?

- i. In your proposal, the charges for each feature within each phase must be separately quoted and the total cost of each of the phases described above or your proposed phases (if different).



- ii. Tenderers may propose alternatives to the SFC's conditions and requirements if they consider that such conditions and requirements are either not feasible or do not provide the SFC with the best solution in the circumstances.

5.1.2 What form must proposals take?

- i. All proposals in writing must be submitted in both physical and electronic form.
- ii. One hardcopy of each proposal must be provided, together with a softcopy on CD-ROM (email or other media are not accepted). The softcopy should be in Adobe Acrobat® format (version 4 or above), i.e. PDF.
- iii. The SFC will not consider any proposal that is submitted in writing without an accompanying softcopy.

5.1.3 To whom must proposals be submitted?

- i. Written proposals should be marked with the reference "**Provision of change management service for Workday project**" and must be submitted in a sealed envelope and deposited to a TENDER BOX at the following address:

Securities and Futures Commission
30th Floor, Cheung Kong Center
2 Queen's Road Central
Hong Kong

5.1.4 What is the deadline for the submission of proposals?

- i. Proposals must be received by the SFC at the above-mentioned address **on or before 2:00pm, 16 June 2017**.
- ii. The SFC will not consider any late proposals.

5.1.5 How must proposals be set out?

- i. Each proposal must be separated into the following parts:
 - (a) a Technical Part describing the proposals;
 - (b) a Price Schedule; and
 - (c) a Letter :
 - (i) offering to carry out the works described in the Technical Part for the prices detailed in the Price Schedule in compliance with the section "Payment and Other terms" of this Invitation to Tender;
 - (ii) stating the period that the offer is to remain open;



- (iii) undertaking to negotiate in good faith to finalize promptly the Contract and to commence work immediately thereafter;
- (iv) containing an acknowledgement and agreement that the SFC :
 - is not bound to accept the lowest tender or any tender;
 - reserves the right to make changes to the project requirement; and
 - will not defray any expenses incurred in tendering and/or in negotiating the Contract, whether successful or otherwise
- (v) signed by the Tenderer (in the case of an individual) or a duly authorised officer of the Tenderer (in the case of a company).

- ii. For the proposal hardcopy as well as its softcopy, the Technical Part the Price Schedule and the letter must be submitted as separate documents and be placed in separate envelopes. The envelope containing the Technical Part must be clearly marked “Technical Proposal”. The envelope containing the Price Schedule must be clearly marked “Price Schedule” The envelope containing the Letter must be clearly marked “Offer Letter”. Price information must not be specified in the Technical Part.
- iii. Details in relation to what should be specified in each part are set out in APPENDIX A (Technical Part) and B (Price Schedule) to this document.

5.1.6 How long should Tenderers’ offers remain open?

- i. By making a proposal in response to this Invitation to Tender, a Tenderer will be treated as having made an offer to the SFC. A Tenderer should clearly state in its proposal how long this offer will remain open.
- ii. In order to allow the SFC sufficient time to consider all proposals validly submitted, Tenderers should keep their offers open for at least 90 days from the closing date of this Invitation to Tender. If this cannot be done, the reason must be stated in the proposal.

5.2 Queries regarding this invitation to tender or proposals made in response

5.2.1 What if the SFC has any queries about a particular proposal?

- i. If the SFC considers that any aspect of a proposal requires clarification from the Tenderer, the SFC may request that the Tenderer to:
 - (a) supplement its proposal; or



- (b) answer the SFC's queries orally or in writing; or
- (c) in any manner that the SFC deems fit.

5.2.2. What if a Tenderer has any queries?

- i. Other general enquiries should be made to:

Mr. Kok Hoong HEW
Senior Manager
Human Resources, Corporate Affairs
Telephone : 2231 1461
Email : khew@sfc.hk

Or

Mr. Chi Kee MOK
Senior Manager
Information Technology, Corporate Affairs
Telephone : 2231 1193
Email : ckmok@sfc.hk

Note: Please sign and return the Confidentiality Acknowledgement (Appendix C) before making any enquiry.

6. Evaluation of proposals

6.1 How does the SFC evaluate valid proposals that it receives?

6.1.1 There are two parts to the SFC's evaluation process: evaluation of the Technical Part and evaluation of the Price Schedule (in that order). The Price Schedule will only be considered after the SFC has evaluated the Technical Part. The SFC will not make any selection based solely on price.

6.2 Evaluation of the technical part

6.2.1 The SFC will generally evaluate the technical aspects of each proposal according to the following criteria :

- (a) Completeness and adequacy of the proposal according to the requirements as stipulated in this Invitation to Tender
- (b) Company background and related experience
 - Previous experience which the Tenderer had in conducting similar development service
- (c) Service team (experience, qualifications and skills)
- (d) References

The above criteria are for reference only, which provide Tenderers an indicative guideline of their relative significance. SFC reserves the right to



change the criteria and/or the relative percentage weighting of any item without further notifying the Tenderers.

6.3 Notification of results and rejection of proposals

6.3.1 The SFC will notify each Tenderer by post and/or e-mail within 14 days of finalising its shortlist as to whether or not they have been selected by the SFC to appear on such shortlist.

6.3.2 The SFC retains the right to reject any or all tenders(s) submitted.

6.4 Acceptance

6.4.1 No tender (or part thereof) shall be taken to have been accepted unless and until execution of the Contract.

7. Payment and other terms

7.1 Payment terms

7.1.1 The SFC has a performance-based payment policy, under which payments will be made on actual delivery of services or products.

7.1.2 Wherever possible, and if the SFC considers appropriate in the circumstances, the SFC will make payments to the successful Tenderer for each agreed phase of the project as follows:

- i. 10% of the total contract price for each phase upon the SFC and the successful Tenderer entering into a binding contract in relation to that phase;
- ii. 70% of the agreed value of services and/or products provided will be paid on the completion of the acceptance test for that phase of the project to the satisfaction of the SFC;
- iii. 20% of the total contract price will be retained by the SFC and be paid after completion of warranty service for that phase of the project to the satisfaction of the SFC.

7.2 Termination of service

7.2.1 The successful Tenderer shall use its best endeavours to perform the Contract with such due care and skill as is expected of a provider of similar services and products and of a comparable standing in the industry but if for whatever reason, the SFC in its opinion, concludes that the successful Tenderer is in breach of the Contract or does not provide the level of service required by the SFC, the SFC shall have the right to terminate the contract by notice in writing to the successful Tenderer.

7.3 Sub-contracting of services

7.3.1 If a Tenderer wishes to sub-contract any part (or all) of its obligations under its proposal, this must be clearly specified in the proposal. The tender must



also clearly specify the person(s) to whom the Tenderer wishes to sub-contract, and the precise services or obligations intended by the Tenderer to be subject to such sub-contract. Sub-contracting of services will not normally be permitted. SFC reserves the right to either accept or reject the subcontracting of services.

7.4 Conflicts of interest

7.4.1 A Tenderer must have no or any potential conflicts of interest with its duties to the SFC under the proposal. If a Tenderer has, or has the potential, conflicts of interest with its duties to the SFC under the proposal, the Tenderer should clearly state this in the proposal. This requirement extends to the Tenderer's associates, associated persons, group companies and each member of the Tenderer's professional staff (and their associates and associated persons).

7.5 The incorporation of proposals into Contract signed with the SFC

7.5.1 Any proposals and responses submitted by the successful Tenderer to the SFC's inquiries may form part of the Contract made between the SFC and such Tenderer.

7.5.2 Every representation by the successful Tenderer (whether of fact or performance, and whether set out in the proposal or otherwise) will be incorporated as warranties in any Contract between the SFC and such Tenderer. SFC preserves the right to seek for an indemnity should the awarded Tenderers fails to keep these warranties. Therefore, any statement of fact or performance that the Tenderer does not wish to be treated as a warranty should be clearly indicated.

7.6 Code of conduct for onsite consultants

7.6.1 All employees, sub-contractors and consultants of the successful Tenderer working at the SFC's office on a full-time basis will be bound by the SFC Staff Code of Conduct. They will also be subject to prior police vetting and be required to disclose all dealing in securities and futures to the SFC. Exemption maybe granted on a case by case basis.

7.7 SFC specified contract

7.7.1 The successful Tenderer is expected to enter into the SFC specified contract upon awarding of this project. Any waiver, cancellation, alteration or amendment of or to any of the provisions of the SFC specified contract must be agreed to by both parties and effect in writing by the Tenderer and the SFC. A sample of the contract template is available to Tenderer upon signing of the Confidentiality Acknowledgement (Appendix C).

8. **Grievance procedures**

8.1 SFC, as a public body, has a duty to conduct its affairs in a responsible and transparent manner. We have therefore put in place the Grievance Procedures with effect from 1 April 2004. The policy on Public Interest Grievances is intended to assist persons who are engaged by or to work in/with SFC who believes that they



have discovered improper practices or misconduct relating to the running of SFC or work related activities of employees of SFC to report these in a constructive manner.

- 8.2 This policy is for any person who has an employment contract with SFC, is on secondment to SFC, is engaged as an independent consultant by SFC or is a contractor or supplier of services to SFC. Public Interest Grievances might include:
 - 8.2.1 Criminal activity, such as accepting a bribe;
 - 8.2.2 Financial or administrative malpractice;
 - 8.2.3 Misconduct or improper behaviour;
 - 8.2.4 Failure to comply with legal obligations such as those set out in the Securities and Futures Ordinance;
 - 8.2.5 Endangering occupational health or safety;
 - 8.2.6 Attempts to suppress or conceal information relating to any of the above.
- 8.3 The Policy on Public Interest Grievances can be found on the SFC website under “Lodge a complaint -> Against the SFC -> Staff/contractor complaints against the SFC or its staff”. Please contact the Commission Secretary of the SFC if you have any questions.



Appendix A – The technical part

The Tenderer is free to include any information that it considers to be relevant to its proposal. However, **as a minimum**, this part should contain all of the following:

Table of contents

1. Executive summary
 - 1.1 This section should provide a full summary of the proposed solution.
2. The proposed solutions and service plan
 - 2.1 This section should describe the proposals in detail and explain how the proposals meet the conditions and requirements set out in the section “Requirement Specifications”, and describe any limitations and compatibility issues associated with the proposals.
3. Exceptions to the SFC’s conditions and requirements
 - 3.1 If a Tenderer wishes to propose alternatives to the SFC’s conditions and requirements, these alternatives should be specified here. The Tenderer should explain:
 - 3.1.1 why the SFC’s conditions and requirements do not provide the SFC with the best solution in the circumstances; and
 - 3.1.2 the ways in which their alternatives are better.
4. Vendor profile
 - 4.1 The Tenderer should provide full details of its company profile. This should include the following matters:
 - 4.1.1 the company’s background and history;
 - 4.1.2 the company’s financial strength, supported by an audited report or financial summary;
 - 4.1.3 its experience in similar projects;
 - 4.1.4 references for similar projects (please provide the Scope, Team Size, Type of Services Provided etc.); and
 - 4.1.5 other relevant information.
5. Appendices
 - 5.1 Project team and structure
 - 5.1.1 Names, detailed qualifications and work experience to be assigned to implement the project and the team structure.
 - 5.2 Other relevant information
 - 5.2.1 The Tenderer can include any other information that it considers to be relevant to its proposal.



Appendix B – The price schedule

This part should contain all of the following:

1. Executive summary
 - 1.1 This part should provide a full summary of the project fees structure, and any payment arrangements.
2. Fees schedule
 - 2.1 All fees must be quoted in Hong Kong Dollars.
 - 2.2 All fees should be properly itemised and explained and include all amounts payable by way of royalty, licence fee, software licence fee or otherwise for patent any copyright design or other intellectual property rights. The fee on hardware, software and consultancy services must be separately stated.
3. Payment terms and arrangements
 - 3.1 Payment must correlate with major milestone/achievements or deliveries; in accordance with the SFC's performance-based payment policy (see "Payment and Other Terms" of this tender).



Appendix C – Confidentiality Acknowledgement

Acknowledgement and Undertaking

Acknowledgment in relation to the preservation of secrecy pursuant to section 378 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“SFO”) and avoidance of conflict of interests pursuant to section 379 of the SFO.

Terms in this acknowledgement shall have the same meaning as defined in the SFO, unless otherwise defined herein.

Section 378 of the SFO binds you and in particular subsection (1) of that section which provides as follows:

- (1) Subject to subsection 13(A), except in the performance of a function under, or for the purpose of carrying into effect or doing anything required or authorized under, any of the relevant provisions, a specified person -
 - (a) shall preserve and aid in preserving secrecy with regard to any matter coming to his knowledge by virtue of his appointment under any of the relevant provisions, or in the performance of any function under or in carrying into effect any of the relevant provisions, or in the course of assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions;
 - (b) shall not communicate any such matter to any other person; and
 - (c) shall not suffer or permit any other person to have access to any record or document which is in his possession by virtue of the appointment, or the performance of any such function under or the carrying into effect of any such provisions, or the assistance to the other person in the performance of any such function under or in carrying into effect any such provisions.

TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 378(1) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 378(10) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 378(10) IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

Section 379 of the SFO binds you and in particular subsections (1), (2) and (3) of that section which provide as follows:

- (1) Subject to subsection (2), any member of the Commission or any person performing any function under any of the relevant provisions shall not directly or indirectly effect or cause to be effected, on his own account or for the benefit of any other person, a transaction regarding any securities, structured product, futures contract, leveraged foreign exchange contract, or an interest in any securities, structured product, futures contract, leveraged foreign exchange contract or collective investment scheme -
 - (a) which transaction he knows is or is connected with a transaction or a person that is the subject of any investigation or proceedings by the Commission under any of the



relevant provisions or the subject of other proceedings under any provision of the SFO; or

- (b) which transaction he knows is otherwise being considered by the Commission.
- (2) Subsection (1) does not apply to any transaction which a holder of securities or a structured product effects or causes to be effected by reference to any of his rights as such holder -
- (a) to exchange the securities or structured product or to convert the securities or structured product to another form of securities or structured product;
 - (b) to participate in a scheme of arrangement sanctioned by the Court of First Instance under the Companies Ordinance (Cap. 622) or the relevant Ordinance;
 - (c) to subscribe for other securities or another structured product or dispose of a right to subscribe for other securities or another structured product;
 - (d) to charge or pledge the securities or structured product to secure the repayment of money;
 - (e) to realize the securities or structured product for the purpose of repaying money secured under paragraph (d); or
 - (f) to realize the securities or structured product in the course of performing a duty imposed by law.
- (3) Any member of the Commission or any person performing any function under any of the relevant provisions shall forthwith inform the Commission if, in the course of performing any function under any such provisions, he is required to consider any matter relating to –
- (a) any securities, futures contract, leveraged foreign exchange contract, structured product, or an interest in any securities, futures contract, leveraged foreign exchange contract, collective investment scheme or structured product -
 - (i) in which he has an interest;
 - (ii) in which a corporation, in the shares of which he has an interest, has an interest; or
 - (iii) which -
 - (A) in the case of securities, is of or issued by the same issuer, and of the same class, as those in which he has an interest;
 - (B) in the case of a futures contract, is interests, rights or property based upon securities of or issued by the same issuer, and of the same class, as those in which he has an interest; or
 - (C) in the case of a structured product, is interests, rights or property based on a structured product of or issued by the same issuer, and of the same class, as that in which he has an interest; or
 - (b) a person -
 - (i) by whom he is or was employed;
 - (ii) of whom he is or was a client;
 - (iii) who is or was his associate; or
 - (iv) whom he knows is or was a client of a person with whom he is or was employed or who is or was his associate.



TAKE NOTICE THAT IF YOU CONTRAVENE SECTION 379(1) AND/OR SECTION 379(3) OF THE SFO YOU COMMIT AN OFFENCE UNDER SECTION 379(4) OF THE SFO. ANY PERSON WHO COMMITS AN OFFENCE UNDER SECTION 379(4) IS LIABLE:

- (a) on conviction on indictment to a fine of HK\$1,000,000 and to imprisonment for two years; or
- (b) on summary conviction to a fine of HK\$100,000 and to imprisonment for six months.

The term “specified person” is defined in section 378(15) of the SFO and means-

- (a) the Commission;
- (b) any person who is or was a member, an employee, or a consultant, agent or adviser, of the Commission; or
- (c) any person who is or was -
 - (i) a person appointed under any of the relevant provisions;
 - (ii) a person performing any function under or carrying into effect any of the relevant provisions; or
 - (iii) a person assisting any other person in the performance of any function under or in carrying into effect any of the relevant provisions.

The term “person” has the meaning attributed to it in section 3 of the Interpretation and General Clauses Ordinance (Cap. 1) which provides that “person” includes any public body and any body of persons, corporate or unincorporate, and this definition shall apply notwithstanding that the word “person” occurs in a provision creating or relating to an offence or for the recovery of any fine or compensation.



I/We acknowledge that I/we have received and read carefully a copy of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571), and understand that these sections (in particular, sections 378(1) and 379(1), (2) and (3)) impose statutory obligations on me/us. I/We further confirm that I/we understand and agree to be bound by the provisions of sections 378 and 379 of the Securities and Futures Ordinance (Cap. 571).

Signature

Name / Entity name (as applicable)

Name of authorized signatory (in the case of an entity)

Title of authorized signatory (in the case of an entity)

Date

Witnessed by:

Signature

Name

Title

Date