

Sample Service Contract **(for Reference Only)**

Cleaner Production Partnership Programme On-Site Improvement Assessments

Service Contract between the Applicant & Environmental Technology Service Provider for the On-site Improvement Assessments

This Service Contract is made between XXX Ltd. (Business Registration No. xxxxxxxx) (“the Company”) and YYY Ltd. (Business Registration No. xxxxxxxx) (“the Environmental Technology (ET) Service Provider”) whose particulars are set out in Part I of the attached Schedule.

It is agreed that the Company shall commission the ET Service Provider to provide services to the Company in accordance with the following terms and conditions:-

Services

1. The services to be provided by the ET Service Provider to the Company are as set out in Part II of the attached Schedule (“the Services”).

Time/Term of Service

2. The time frame within which the Services shall be completed or as the case may be the term of the engagement of the ET Service Provider by the Company shall be as set out in Part III of the attached Schedule.

Service Charges

3. The charges payable by the Company to the ET Service Provider for the Services and the term of payment shall be as set out in Part IV of the attached Schedule.

Contractor not to represent the Company

4. The ET Service Provider shall not without the prior written consent of the Company incur any expenses or any other kind of liability for and on behalf of the Company. The ET Service Provider shall have no authority whatsoever to represent the Company or to hold itself out as an authorized agent or otherwise as having the authority to act on behalf of the Company.

Confidentiality

5. Each of the parties shall at all times keep confidential (and to procure that its respective employees and agents shall keep confidential) any confidential information which it may acquire in relation to the other party, its clients, business or affairs and shall not use or disclose such information except with the consent of the other party or in accordance with the order of a court of competent jurisdiction provided that the obligations of each of the parties contained in this clause shall cease to apply to any information coming into the public domain otherwise than by breach by any such party of its obligations contained in this clause and that nothing herein shall prevent any party from disclosing any such information to the extent required in or in connection with legal proceedings arising out of this Service Contract.

Termination

6. Without prejudice to any other remedy the Company may have against the ET Service Provider, the Company shall have the right to terminate this Service Contract immediately if the ET Service Provider:-
- (i) is wound up or is petitioned to be wound up, commits an act of bankruptcy or compound or arrange with its creditors or have a receiving order made against it or being a limited company enters into compulsory or voluntary liquidation (except for the purposes of amalgamation or restructure only);
 - (ii) refuses or prevents the furnishing of the Services under this Service Contract to the Company;
 - (iii) violates any of the terms and conditions contained herein,

whereupon, the Company shall not be required to pay any unpaid balance of the service charges as prescribed in Part V of the attached Schedule to the ET Service Provider. The ET Service Provider shall forthwith make a full refund of all sums received from the Company.

No Employment

7. The parties hereby acknowledge that this is not an employment contract and in respect of the provision of the Services, the ET Service Provider is an independent contractor only and not the servant or employee of the Company.

Entire Service Contract

8. This Service Contract including the Schedule attached hereto constitutes the entire Service Contract between the parties in relation to its subject matter and supersedes all prior agreements, representations and understandings whether oral or written with respect to such subject matter.

Time of the Essence

9. Time shall be of the essence in this Service Contract.

Governing Law

10. This Service Contract shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Schedule

Part I – the ET Service Provider

Name: **XXX Ltd.**

Business Registration Number:

Address:

Part II – Services

(1) Name and Location of Factory to Conduct On-site Improvement Assessments

Name of factory: XXX

Address of factory: XXX

Business of factory: XXX

(2) Scope of On-site Improvement Assessments Work

(a) This on-site improvement assessments work covers the following premises of the Company's factory mentioned in (1) above:-

- Whole factory; or
 - Below specified *production processes/ production lines/departments/shop floors/buildings (*please delete as appropriate)
- _____
- _____

(b) Review of the production processes and the associated peripheral energy consuming systems including air-conditioning, lighting, heating and hot water supply, compressed air supply, etc. with major focus on energy efficiency and air pollutant emission reduction.

(c) Evaluation of usage of raw materials, energy consumption and sources of air pollution emissions;

(d) Identification of potential cleaner production (CP) measures and the expected benefits;

(e) Prioritization of potential CP measures into “no/low cost” measures, and measures with “medium/high costs”; and

(f) Suggestion on implementation plan of recommended CP measures.

(3) Methodology of On-site Improvement Assessments Work

(a) The ET Service Provider will deploy a team of at least two staff members to undertake the on-site improvement assessments.

(b) Information about the production processes undertaken at the premises in 2(a) above will

be collected from the Company, together with the raw material usage, energy consumption data and air pollutant emission data.

- (c) Based on the collected information, the ET Service Provider will plan the on-site improvement assessments work to understand the production processes in detail in order to compile relevant information on the raw material usage and energy consumption data. Where necessary and with consent of the Company, the ET Service Provider will conduct on-site measurement to collect operational data of major energy consuming system/equipment and air pollutant emissions from production processes and/or the associated peripheral energy consuming systems including air-conditioning, lighting, heating and hot water supply, compressed air supply, etc.
- (d) The project team will spend xx days (three days for a medium size factory) at the factory for the on-site improvement assessments work including on-site measurement work, if any.
- (e) The collected information will be analyzed to identify the major energy consuming systems/equipment and the major sources of air pollutant emissions. Potential CP measures would then be identified to reduce energy consumption and/or reduction in air pollutant emissions. The costs and benefits of these potential CP measures will be compiled and based on which the ET Service Provider will prioritize these CP measures for implementation.
- (f) The CP measures will be prioritized into “no/low costs” measures and measures with “medium/high costs”. The ET Service Provider will then recommend an implementation plan to (i) immediately implement the “no/low costs” CP measures and (ii) further evaluate the cost-benefits of those CP measures with “medium/high costs”.

(4) Reporting

The ET Service Provider will consolidate all the findings of the on-site improvement assessments work into a report and submit it to the Company. The report should be submitted to the Company within two months from the date of signing this Agreement.

Part III – Time/Term of Service

Commencement date: The On-site Improvement Assessments shall commence within xx weeks upon signing this Agreement

Completion date: xx months from the date of signing this Agreement

Part IV – Service Charges

Service Charges: HK\$xxx

Payment Term: To be negotiated between the Company and the ET Service Provider

Signed by the duly authorized representative of
the COMPANY with COMPANY CHOP

Signed by the duly authorized representative
of the ET SERVICE PROVIDER with
COMPANY CHOP

Name:
Title:
Date:

Name:
Title:
Date: