

## “Young Arts Tech Talents Residency Scheme” Invitation for Proposals

### 1. Objectives

- 1.1 In light of the growing trend of technological development and the integration of arts and technology, the Hong Kong Arts Development Council ( “HKADC” ) now launches the “Young Arts Tech Talents Residency Scheme” (the “Scheme” ) to support and foster the growth of young potential artists. The Scheme aims to connect emerging arts tech talents with media arts practitioners, arts tech organisations/groups and technicians, so as to provide them with opportunities to experiment, create and produce artworks with technology in a professional environment and under the guidance of veteran practitioners, allowing them to accumulate practical experience and encourage their professional development in the sector.

### 2. Project Content

- 2.1 The Scheme accepts applications of arts projects in different nature and formats and hereby invites young arts tech talents to submit proposals for arts tech projects that they intend to explore and realise. Applicants are encouraged to create works that integrate technology and the arts through innovative approaches. The Scheme is expected to support 20 projects with potential.
- 2.2 Local independent curators, artists or small-and-medium-sized organisations/groups with background and qualifications in arts tech will be invited by HKADC to be matched with grantees and serve as their mentors/mentoring organisation. Grantees will be able to receive professional guidance, and to experiment and create within a practical environment, so as to ensure that the supported projects develop towards their concepts and directions. If applicants already have in mind a mentor/mentoring organisation for collaboration on the project, the information can be specified in the proposal for HKADC’ s reference.

- 2.3 In addition to providing subsidy for the projects, HKADC has also reserved a studio at ADC Artspace (Landmark South, Wong Chuk Hang) as co-working space for the Scheme. During the residency period, grantees may utilise the space for experimental creations and showcases while facilitating exchange and sharing with peers in the sector.
- 2.4 The duration of the Scheme is 12-month and the supported projects should be completed within the stipulated period. The completed works may be presented to and shared with the public through performances, exhibitions, online showcases or other formats.

### 3. Eligibility

- 3.1 The Scheme only accepts applications from individuals. Applicants must be permanent residents of the Hong Kong Special Administrative Region who reached the age of 18 at the time of application.
- 3.2 Applicants must be graduates of local or overseas tertiary education institutions, obtained within three school years<sup>#</sup> at the time of application. Applicants have to provide credentials for the recently completed course which clearly show the name of the institute, course title, month and year of graduation, etc. Students who have not yet graduated at the time of application are ineligible.

<sup>#</sup>For local graduates, three school years generally refer to 2020/21, 2021/22 and 2022/23.

- 3.3 Each applicant may submit one proposal only.
- 3.4 Priority will be given to eligible applicants who graduated from local tertiary education institutions and have not participated in any internship schemes organised by HKADC or Leisure and Cultural Services Department.
- 3.5 HKADC reserves the right to disqualify an applicant from being eligible for application on the following grounds:
- a) the applicant (or any personnel or partner associated with or involved in the project) has engaged or is engaging in (or HKADC has reason to believe that any such person has engaged or is engaging in) any act or

activity that is likely to constitute or cause the occurrence of any offence endangering national security or which would otherwise be contrary to the interest of national security;

or

- b) such disqualification is in HKADC' s opinion necessary for safeguarding national security, or protecting public interest, public morals, public order or public safety.

HKADC may disregard or reject any application for grant submitted by an applicant who has been so disqualified by HKADC in accordance with this paragraph.

#### 4 Application Method

4.1 Applicants should fill in the application form with the following items:

- a) Applicant' s information, academic qualifications and related credentials;
- b) Project' s vision, goals and projected outcome(s);
- c) Work schedule and procedures;
- d) Budget;
- e) List of participating personnel and resume(s) (if any);
- f) Proposed mentor/mentoring organisation for collaboration<sup>^</sup> (if any);
- g) Reference letter from mentor/experienced artist(s) (if any);
- h) Evaluation plan for the project upon completion.

<sup>^</sup>HKADC will refer to the list of proposed mentor/mentoring organisation for collaboration provided by the applicant, and will consult the Scheme' s advisory panel. However, the decision is in HKADC' s sole and final discretion.

4.2 The application form can be downloaded from HKADC' s website ([www.hkadc.org.hk](http://www.hkadc.org.hk)).

4.3 Applicant must send the application form, the proposal, together with all supporting documents, to [intern@hkadc.org.hk](mailto:intern@hkadc.org.hk) by 6 pm on 4 December 2023. Email submissions are only accepted if the electronic date and time printed is no later than the submission deadline. Late applications or applications via other means, or applications that do not fully meet and comply with the conditions of this Invitation for Proposals, shall not be accepted or processed

by HKADC. HKADC reserves the right to not process applications that fail to meet any of the above requirements.

- 4.4 Unless specifically requested by HKADC, supplementary information or amendments to the applications after the stated deadline will not be accepted by HKADC.
- 4.5 HKADC will issue an acknowledgement email to notify the applicants within six weeks of the application deadline.

## 5. Responsibilities of Grantees

- 5.1 The grantee should take the initiative to meet with the mentors/mentoring organisations at least once every two months to provide updates on the project' s progress and to ensure the project develops according to the concept and direction. The grantees are also required to attend regular meeting(s) and interim sharing session arranged by HKADC in which grantees can share with their peers the content and progress of their projects. HKADC may invite professionals from the sector to provide suggestions and incite exchange during these sessions. The grantee is required to submit an interim report to HKADC within six months of commencement of the project.
- 5.2 The grantee is expected to sign an Agreement with HKADC in January 2024 and to commence the Project in February 2024. The completed work may be presented to and shared with the public through performances, exhibitions, online showcases, group exhibitions or other formats. HKADC will also arrange assessor(s) to assess the project outcomes.
- 5.3 The grantee shall submit the Project Report within three months of the actual completion of the project, and submit an auditor' s report prepared by a qualified auditor appointed by HKADC within six months of the actual completion of the project.

## 6. Subsidised Items

- 6.1 Each project will receive a fixed grant amount of HK\$300,000 including:
  - Allowance of HK\$100,000 for the grantee
  - Subsidy of HK\$200,000 for project production costs, including project

production, promotion, showcase presentation, administrative costs, etc.

- 6.2 Please note that the following expenses do not fall under the grant scope:
- a) Applicant' s general overhead costs (such as personal studio rental and warehouse rental fees, etc.);
  - b) Purchase of equipment (such as computer and filming equipment, etc.);
  - c) Souvenirs, gifts, prizes, etc.

6.3 Applicants are encouraged to explore other resources for income, such as sponsorships, donations, etc. However, applicants must discuss such details with HKADC in advance and obtain HKADC' s written approval prior to accepting other income including sponsorships and donations.

6.4 The grantee must ensure the grant is used for reasonable items in the supported project. Prior notification in writing must be made to HKADC for approval on material project change(s).

6.5 The Grant will normally be paid in four instalments as follows:

	Conditions	Release of Subsidy
1 <sup>st</sup> Instalment	After the Agreement is signed	50%
2 <sup>nd</sup> Instalment	After submission of interim report	30%
3 <sup>rd</sup> Instalment	After project completion and submission of proof of project completion	10%
4 <sup>th</sup> Instalment	After a satisfactory Project Report and Auditor' s Report are submitted*	10%

\*HKADC will release the final instalment after reviewing and accepting the submitted information.

6.6 HKADC may consider other payment arrangements suggested by the selected Applicant, but the actual payment schedule is at HKADC' s discretion.

## 7. Selection Method and Criteria

7.1 HKADC will form an expert advisory panel composed of arts practitioners with professional knowledge, qualifications, relevant experience and familiarity in

arts tech for the Scheme. The panel will evaluate the application proposals and make selections based on the following assessment criteria:

- a) Project' s content, creativity and the work' s level and quality;
- b) Appropriateness of project' s application of arts and technology;
- c) The feasibility of project content, scale and work schedule; reasonableness of budget;
- d) The applicant's serious professional commitment to the art industry.

7.2 HKADC reserves the right to reject any applications that do not meet one or more of the above criteria.

7.3 If necessary, HKADC may invite shortlisted applicants for interviews.

7.4 The submission of an application to HKADC construes that the applicant accepts that the award of grant is solely discretionary by HKADC and that the decision of HKADC is final.

7.5 Grantees will be selected by HKADC based on the above criteria. Depending on the competition and Council' s resources, HKADC reserves the right to set additional assessment criteria which are objective and do not contradict the above criteria to facilitate the processing of applications. Appeals against such additional objective criteria are not accepted.

## 8. Conditions of Grant

8.1 Successful applicants will be notified by HKADC upon approval of their application. They will be required to attend a Legal Workshop conducted by HKADC and to sign an Agreement that set forth the conditions of the grant, incorporating this Invitation for Proposals and their application proposal. HKADC will send a sample of the Agreement for the successful applicants' reference. The Agreement shall constitute the exclusive records of the grant relationship between HKADC and the arts organisation. If necessary, HKADC may request changes to the content and budget of the proposal from the grantee.

8.2 The grantee (and its members, officers, partners, employees, agents, contractors, sub-contractors, freelance artists (as applicable)) must conform

with all legislation, rules, regulations and statutory requirements existing in Hong Kong at any time;

- 8.3 The grantee (and its members, officers, partners, employees, agents, contractors, sub-contractors, freelance artists (as applicable)) must not engage in any act or activity that is likely to constitute or cause the occurrence of any offence endangering national security or which would otherwise be contrary to the interest of national security;
- 8.4 The grantee by act or omission directly or indirectly causes damage to or adverse inference upon the assets or reputation of HKADC will be regarded as events of default;
- 8.5 The grantee agrees to use the grant solely for the purpose of carrying out the activities set out in the Agreement.
- 8.6 Prior notification in writing must be made to HKADC for approval on material project change(s), such as postponement of the project, major changes to the content and budget of the project, etc. HKADC reserves the right to vary the grant or to handle the case in a manner it sees fit should there be unauthorised changes to the proposal;
- 8.7 Grant expenditures shall strictly adhere to the approved budget. Any net surplus/unspent balance of the grant as determined by HKADC must be refunded to HKADC on demand. Such refunds to HKADC shall not exceed the grant approved.
- 8.8 The grantee should complete the project within one year after the signing of agreement with HKADC.
- 8.9 The grantee shall prepare and submit a completed project report as specified in HKADC Guidelines and/or in prescribed format within three months of the actual completion of the project. The grantee shall also submit an Auditor's Report prepared by a qualified auditor appointed by HKADC.
- 8.10 HKADC's support must be acknowledged in the prescribed format set out in *Guidelines to Acknowledge the Support of Hong Kong Arts Development*

*Council* in all promotional materials (e.g. poster, handbill, press release, pamphlet, house programme, newspaper and advertisement, magazine, display board, television and radio commercial, and advertisement in electronic media), in the production, digital dissemination on social media and in any publication connected with the project. Materials or publications containing the acknowledgement and HKADC logo must be submitted to HKADC for verification before they can be put in print.

- 8.11 HKADC or the Government's Director of Audit or their representative(s) shall have the right to examine the records and accounts of the grantee;
- 8.12 The Commissioner of the Independent Commission Against Corruption shall have the right to examine the grantee's management and control procedures. The grantee must provide full and prompt assistance;
- 8.13 Upon request, the grantee should provide HKADC with information, photos or writings related to the project for use on HKADC' s website, annual report or other publicity materials.
- 8.14 HKADC may photograph and film the grantee' s project activities for promotional purposes and shall have copyright ownership of all videos and photos taken.

## 9. General

By agreeing to receive and/or by responding to this Invitation for Proposals, each applicant accepts and undertakes to comply with the following terms and conditions:

- 9.1 Nothing in this Invitation for Proposals nor any communications made by HKADC or its representatives, agents, employees or advisers shall constitute an offer of a contract or a binding contract between HKADC and any prospective applicant. Nor shall it be taken as constituting any representation that a grant will be made in accordance with this Invitation for Proposals.
- 9.2 The HKADC reserves the right at any time during the selection procedure to change any aspect of the Invitation for Proposals, to issue an amended

Invitation for Proposals, or to refuse to consider any applicant (or prospective applicant). All applicants acknowledge that HKADC may decide to organise the Project on its own or without officially appointing any third party.

- 9.3 HKADC has taken all reasonable care to ensure that this Invitation for Proposals are accurate in all material respects. The Invitation for Proposals is provided as an explanation of the requirements of the HKADC in relation to the Project. Neither HKADC nor any of its representatives, agents, employees or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this Invitation for Proposals. They shall not be liable for any loss or damage suffered by any prospective applicant, the applicant and/or any third party in reliance on this Invitation for Proposals or any subsequent communication with HKADC.
- 9.4 No prospective applicant or applicant is entitled to make any announcement relating directly or indirectly to this Invitation for Proposals and (especially) the applicant' s own application proposal. Each applicant acknowledges and agrees that HKADC shall have the sole right to make any announcement in relation to this Invitation for Proposals and/or the selection of the successful applicant.
- 9.5 Each applicant is responsible for all costs, expenses and liabilities incurred in the preparation of the Proposal, any responses to requests for further information by HKADC, and any negotiations with HKADC following receipt by of the applicant' s proposal (whether or not an Agreement is entered into with such applicant or not) and irrevocably and unconditionally waives any rights it may have to bring a claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Applicant, the selection procedure or otherwise in relation to the Proposal or this Invitation for Proposals.
- 9.6 All Proposals and related materials or documents submitted therewith shall be retained by HKADC for such period as it may in its entire discretion decide and shall not be returned to any applicant and may, in the like discretion of the HKADC, be destroyed.

- 9.7 To avoid double subsidy (i.e. the same item of the approved project cannot receive repeated subsidy from other sources), the HKADC reserves the right to verify with relevant organisations and government departments (e.g. CSTB, LCSD, QEF, LWB, etc.) whether the approved project also receives support/sponsorship from other organisations.

## 10. Freeze Policy

- 10.1 The project must be implemented in accordance with the content and dates set out in the application and the Agreement. The grantee is responsible for proactively submitting proof of project completion and the Project Report by the stipulated dates. Failure to do so gives HKADC the right to recover the amount paid to the grantee, and to put grantee on HKADC Freeze List.
- 10.2 Any individuals and organisations listed on the HKADC Freeze List will be ineligible to apply for and receive any HKADC grant during the overdue period and the subsequent six-month frozen period after the overdue item is completed/submitted.
- 10.3 If a key participant in an application is a person/organisation whose name is on the HKADC Freeze List, HKADC will not accept the application for consideration during the period when that person/organisation in question is on HKADC Freeze List.
- 10.4 Grantees who failed to complete the project/submit the project report and were listed on the HKADC Freeze List for three times or more, HKADC reserves the right to extend their frozen period to one year.

## 11. Intellectual Property

- 11.1 To facilitate the selection of applications and to handle enquiries/complaints related to the application, the applicant agrees to authorise HKADC to duplicate and distribute application documents to Examiners, Council Members, Arts Advisors, the Culture, Sports and Tourism Bureau, other Government departments and external consultants for reference and case follow-up. The applicant also agrees to authorise HKADC to possess, process and archive application documents submitted by the applicant.

- 11.2 If the application documents submitted by the applicant or the promotional materials or publication described in paragraph 8.10 above contain material (including but not limited to any written, verbal, graphic/image production or other format), in which intellectual and industrial property rights belonging to other parties/organisations subsist, it is the applicant's responsibility to obtain prior written consent from the holder of such intellectual and industrial property rights for their use and exploitation to enable that the project can be implemented successfully without infringement or claims from third parties. HKADC reserves the right to request certified copies of such prior written consent.
- 11.3 If the contents of the application or the promotional materials or publication described in paragraph 8.10 above incorporate the duplication, distribution or publishing of works and materials, etc. (including but not limited to any written, verbal, graphic/image production or other format), in which intellectual and industrial property rights belonging to other parties/organisations subsist, it is the applicant's responsibility to obtain prior written consent from the holder of such intellectual and industrial property rights to ensure that the project can be implemented successfully without infringement or claims from third parties. HKADC reserves the right to request certified copies of such prior written consent.
- 11.4 The applicant must ensure that HKADC will not violate the Copyright Ordinance (Chapter 528) of the laws of Hong Kong or other relevant ordinances or infringe in any way any intellectual and industrial property rights of any nature whatsoever of any person due to the receipt, examination, possession, processing or archiving or otherwise use or exploitation of any documents, information, project contents of application submitted by the applicant. The applicant shall indemnify and keep indemnified HKADC, its directors, officers, employees, representatives, advisers, authorised users and/or agents (including Council members, arts advisors, examiners, the Culture, Sports and Tourism Bureau, other Government departments and external consultants), on a full indemnity basis, from and against any and all losses, damages, claims, liabilities, actions, demands, fees, costs and expenses (including but not limited to legal fees, costs and expenses) which HKADC, its directors, officers, employees, representatives, advisers, authorised users and/or agents (including Council

members, arts advisors, examiners, the Culture, Sports and Tourism Bureau, other Government departments and external consultants), may incur or suffer in connection with, or arising out of the failure of the applicant to comply with the duties or requirements set out in this Paragraph 11.

11.5 As a measure to promote art developments, HKADC supports the autonomy and independence of arts practitioners/arts organisations and encourages arts practitioners/arts organisations to maintain ownership of and manage their own intellectual property. Unless specified as conditional requirements by HKADC, successful applicants who receive the grant generally will retain and own intellectual property (including but not limited to the trademark or copyright) in any work<sup>+</sup>, deliverable, report or material arising out of the approved project (each a "Work"). The successful Applicants shall take all necessary steps and adopt appropriate policies to own, ensure, protect and promote the intellectual property (including but not limited to trademark, patents, design and/or copyright) in their Works<sup>+</sup>. Successful applicants shall ensure that their provision of any Work<sup>+</sup> or material in performing the activities, the use or possession of the same by the HKADC, their Works<sup>+</sup> or any part thereof are original works and that the same does not and will not infringe, in any way, intellectual and industrial property rights or other rights of any nature whatsoever of any person. Successful applicants shall also ensure that their Works<sup>+</sup> are free from all liens and encumbrances.

11.6 a) Successful applicants shall grant unconditionally to the HKADC, its authorised users, assigns and successors-in-title a non-exclusive, perpetual, irrevocable, royalty free, worldwide and sub-licensable license to do the acts restricted by copyright that are stipulated in sections 23 to 29 of the Copyright Ordinance (Cap. 528) in relation to any Works<sup>+</sup>.

b) In relation to any part of the Works<sup>+</sup> to which the successful applicant is not empowered to grant the foresaid licence, the successful applicant undertakes, at its sole cost and expense (which shall not be aid out of the grant) the grant of such rights for the benefit of HKADC, its authorised users, assigns and successors-in-title by the relevant third party Intellectual

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<sup>+</sup> "Work" refers to the work in its original format and/or being broadcasted/displayed/exhibited through digital media or other technologies/media forms.

Property Rights owners, including without limitation, any collaborating party.

## 12. Treatment/Inquiry of Personal Data

- 12.1 According to paragraph 2.3.3 of the Code of Practice on the Identity Card Number and Other Personal Identifiers issued by the Personal Data Privacy Commissioner ( "The Code" ), HKADC may collect the ID card number of the applicant to verify the identity of the signatory and/or to identify applications related to the applicant.
- 12.2 Personal data contained in the application documents is used by the HKADC to facilitate the processing and selection of project applications. Failure to provide such data may affect the selection and result of the application.
- 12.3 If there is any amendment to the personal data in the application documents, the applicant should inform HKADC in writing to ensure that the personal data held by the HKADC is correct at all times. To promote the arts and maintain transparency, HKADC may publish information concerning successful grant applications in its annual report, website, newsletter and other publicity materials. HKADC may also use such information for its own research or policy development purposes. If the applicant does not wish to receive any publicity materials from HKADC or related organisations, please notify the HKADC in writing.
- 12.4 To facilitate the process of application and to handle the enquiries/complaints of related application, the applicant must allow HKADC to keep personal data contained in the application and reveal to Examiners, Council Members, Arts Advisors, the Culture, Sports and Tourism Bureau, other Government departments and external consultants for their reference and case follow-up if needed.
- 12.5 HKADC will not release information that would harm the grantee' s personal or business activities. HKADC reserves the right to subcontract processing of any personal data to a data processor consistent with the applicable provisions of the Personal Data Privacy Ordinance.
- 12.6 According to The Personal Data (Privacy) Ordinance Paragraphs 18 and 22, and

point 6 in annex 1 of the Code, the applicant has the right to know if HKADC holds personal data related to oneself and to the participants of the project, and may obtain a copy of the data from the HKADC and to amend any inaccurate information contained therein. Such requests in writing should be addressed to the Chief Executive, Hong Kong Arts Development Council.

### 13. Prevention of Bribery Ordinance

- 13.1 The HKADC is a "public body" under the Prevention of Bribery Ordinance Cap 201. All HKADC members (including Committee members, Examiners and Arts Advisors) and staff must abide by the regulations related to the acceptance of advantages.
- 13.2 Under Section 4 of the Prevention of Bribery Ordinance Cap 201, the offering of any advantage to, or the soliciting or acceptance of any advantage from, any HKADC member (including Committee members, Examiners and Arts Advisors) and staff is strictly prohibited. Applicants should be aware of, and abide by, the regulations.
- 13.3 It is an offence for any person to, without lawful authority or reasonable excuse, while having dealings of any kind with a government department/office or a public body, offer any advantage to any government officer employed in that department/office or public servant employed by that public body.

### 14. Review Procedures

- 14.1 The decision of the HKADC is final. However, the HKADC reserves the exclusive discretion to receive review applications over the decision of the selection panel by unsuccessful applicants, which would be reviewed by a review committee assigned by the HKADC. Review applications to the selection panel decision must be made in writing by completing a standard form obtainable from the HKADC and submitted within thirty calendar days from result notification.
- 14.2 Review applications against artistic appreciation and judgment will not be accepted. The Review Committee will review cases only on grounds of improper processing procedures and/or rejection of Proposal due to the decision being based on inaccurate information. These claims must be substantiated by the unsuccessful applicant with concrete reasons.

- 14.3 Subject to the competition among applications and availability of resources, the HKADC reserves the right to set other objective assessment criteria (which do not contradict the current grant criteria) to facilitate the assessment procedure. A review application made on the ground of dissatisfaction with those additional objective assessment criteria will not be considered.

## 15. Declaration

By submitting the Application Proposals, the Applicant declares and warrants:

- 15.1 The applicant has obtained, read and agreed to the Invitation for Proposals and the Annexes thereto and confirms that the applicant fully understands, will comply with and be bound by and the Invitation for Proposals and the draft Agreement.
- 15.2 The applicant declares and warrants that all information given in the application is correct and will not be amended without the written approval of the HKADC.
- 15.3 The applicant has listed out all current HKADC members, arts advisors, examiners and staff who will be involved in this application (if any).

## 16. Announcement of Results and Enquiries

- 16.1 Successful applicants will be notified by HKADC in the end of January 2024 but subject always to the HKADC' s right to postpone.
- 16.2 For any enquiries, please contact us at 2827 8786.

## HKADC' s Reservation of Rights

The Hong Kong Arts Development Council reserves the right, in its absolute discretion, not to accept or to support any proposal submitted in response to this Invitation. The HKADC also reserves the right to amend or to supplement or to cancel this Invitation at any time without further notice.

(In case of discrepancy between the Chinese and English versions of this Invitation for Proposals, the Chinese version shall prevail.)

24 October 2023

Hong Kong Arts Development Council