

**立法會**  
**Legislative Council**

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**Select Committee to Inquire into Matters about the Agreement  
between Mr LEUNG Chun-ying and the Australian firm UGL Limited**

**Major areas of study**

The following major areas of study have been drawn up based on the terms of reference of the Select Committee to Inquire into Matters about the Agreement between Mr LEUNG Chun-ying and the Australian firm UGL Limited ("the Select Committee") in the **Appendix**. The sequence of study may not follow the order of the areas listed below.

- I. Background, nature and details of the agreement between Mr LEUNG Chun-ying and the Australian firm UGL Limited ("UGL") signed in 2011 ("UGL Agreement"), including:**
- (a) whether or not Mr LEUNG and UGL signed and/or executed the UGL Agreement;
  - (b) if so, what were the major terms and conditions of the UGL Agreement;
  - (c) whether or not Mr LEUNG received any payment(s) from UGL pursuant to the UGL Agreement and if Mr LEUNG did receive payment(s), the amount and nature of the payment(s) made to Mr LEUNG by UGL ("Payments"), the payment method(s) and timing of payment(s);
  - (d) the nature and effect of the term under the UGL Agreement "to provide such assistance in the promotion of the UGL Group and the DTZ Group as UGL may reasonably require, including but not

limited to acting as a referee and adviser from time to time"<sup>1</sup> ("Term"); and

- (e) whether the Term had been modified in any way and, if so, by whom and the effect of the Term as modified.

## **II. Declaration requirements under Article 47 of the Basic Law ("BL") and the system of declaration of interests by Members of the Executive Council**

- (a) what were the requirements applicable to the Chief Executive in relation to declaration of interests under BL 47 and the relevant system of declaration of interests of the Executive Council at the time Mr LEUNG assumed the office of the Chief Executive;
- (b) whether such requirements had to be complied with at the assumption of office or whether such requirements had to be complied with at the assumption of office and throughout the term of the office;
- (c) whether the Payments fell within the scope of interests required to be declared under BL 47 and the relevant system of declaration of interests of the Executive Council; and
- (d) if so, whether Mr LEUNG had complied with those requirements to declare his interests in receiving the Payments, upon assumption or during the term of the office of the Chief Executive.

## **III. Conflict of interests**

- (a) whether the terms of the UGL Agreement were still in force and the rights and obligations under the UGL Agreement were still capable of being enforced after Mr LEUNG had assumed the office of the Chief Executive; and, if so, whether such fact had given rise to any conflict of interests on the part of Mr LEUNG;

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<sup>1</sup> The original text of the Term is in English and the text in Chinese is a translated version (see Official Record of Proceedings of the Legislative Council meeting of 5 November 2014, Pages 1157 and 1169 in Hansard (Chinese version)). Readers should refer to the original English text as it appeared in the copy of the purported UGL Agreement (Appendix II to IN03/16-17) for the authentic version.

- (b) whether Mr LEUNG's commitment pursuant to the Term, or the Term as modified, had given rise to any conflict of interests, whether actual or potential;
- (c) whether Mr LEUNG had provided any service or assistance to UGL pursuant to the UGL Agreement after he assumed the office of the Chief Executive and if so, whether this had given rise to any actual or potential conflict of interests; and
- (d) whether there were other aspects of the UGL Agreement that had given rise to any actual or potential conflict of interests.

**IV. Taxation issues**

- (a) whether the Payments or any part(s) of the Payments were taxable under the laws of Hong Kong; and
- (b) if the answer to IV(a) above is in the affirmative, whether Mr LEUNG had complied with the taxation laws in force.

### **Terms of reference of the Select Committee to Inquire into Matters about the Agreement between Mr LEUNG Chun-ying and the Australian firm UGL Limited**

The terms of reference of the Select Committee, which reflect the substance of the petition jointly presented by Hon Kenneth LEUNG and Hon Andrew WAN at the Council meeting of 2 November 2016 and referred to the Select Committee under Rule 20(6) of the Rules of Procedure, are as follows:

To inquire into the following matters regarding Mr LEUNG Chun ying's signing of an agreement with the Australian firm UGL Limited in 2011 ("UGL Agreement") and his receipt of payments amounting to £4 million from UGL Limited ("Payments") in connection with the UGL Agreement after assuming the office of Chief Executive: (i) whether Mr LEUNG had complied with the declaration requirements under Article 47 of the Basic Law and the system of declaration of interests by Members of the Executive Council, (ii) whether the UGL Agreement had given rise to any conflict of interests on the part of Mr LEUNG as the Chief Executive, and (iii) whether the Payments were taxable under the laws of Hong Kong.