



RADIO TELEVISION HONG KONG

香港電台

Broadcasting House
30 Broadcast Drive,
Kowloon, Hong Kong.

香港九龍廣播道三十號廣播大廈

Hong Kong Island News Studios
47/F., Queensway Government Offices,
Queensway Road,
Hong Kong.

新聞部港島辦事處
香港金鐘政府合署四十七樓

Post Box : P.O. Box 70200 Kowloon Central Post Office
郵政信箱 九龍中央郵政信箱七〇二〇〇號

E-mail : lamkk2@rthk.hk
電子郵件

Fax : 2338 0279
傳真機

Telephone : 2339 6322
電話

Translation

4 January 2019

Our Ref: RTHK CR/4-35/1 Pt.5

Clerk, Public Accounts Committee
(Attn: Mr Anthony CHU)
Legislative Council
Legislative Council Complex
1 Legislative Council Road
Central, Hong Kong

Dear Mr CHU,

Public Accounts Committee
Consideration of Chapter 5 of the Director of Audit's Report No. 71
Radio Television Hong Kong: Provision of Programmes
Questions and Requests for Information

Your letter of 14 December 2018 to the Director of Broadcasting on the captioned subject refers.

The replies from Radio Television Hong Kong to questions 6 to 20 and 22 to 26 are at **Appendix** for the consideration of the Public Accounts Committee. Since **Annexes 4, 6 and 12** enclosed are negotiation instructions or contracts with business organisations, please provide these documents for the perusal of the Public Accounts Committee only and do not make open to the public.

Regarding question 21, it is correlated with question 4. As the deadline for reply to question 4 by the Education Bureau has been extended to noon, 8 January 2019, we wish to be allowed to submit the reply to question 21 on the same day of the Education Bureau (i.e. noon, 8 January 2019).



(Philip LAM)
for Director of Broadcasting

Encl.

c.c. Secretary for Commerce and Economic Development
Secretary for Education
Secretary for Financial Services and the Treasury
Director of Audit

Part 2: Production of Programmes

Non-civil Service Contract (NCSC) Staff

- 6) **Regarding paragraph 2.14, please advise on the following:**
- (d) **What are the reasons for the prolonged employment of a large number of NCSC staff by Radio Television Hong Kong (“RTHK”). Please list by post titles and number of staff concerned. Are some of these NCSC staff employed to meet recurrent and long-term operational needs? If so, is this contradictory to the Government’s policy (please see paragraph 2.13) of employing contract staff, i.e. the Government employs temporary and short-term contract staff in order to meet short-term, part-time, changing or fluctuating service needs from time to time?**
 - (e) **According to paragraph 2.14(a) and Table 8, the number (and percentage) of NCSC staff of RTHK decreased from 291 (35%) as at 31 March 2014 to 188 (22%) as at 31 March 2018. Please explain the reason for the decrease and the whereabouts of the posts (e.g. deleted, converted to civil service posts or by natural wastage). Is there any plan to reduce the number and percentage of RTHK’s NCSC staff?**
 - (f) **Referring to the above question, 28 out of 188 NCSC staff had been continuously employed for 10 years or more, and the longest period of employment was 18.8 years. Please advise the main duties of those staff and why RTHK refused to include those staff in the civil service establishment.**

RTHK’s Reply:

- 6) (d) Given the on-going development of RTHK’s services and the diversified and fast-changing media industry, RTHK has to employ a certain number of NCSC staff to assist in the production of radio, television and new media programmes, and provide other back-up support services, etc., in order to

enable RTHK to recruit talents with the latest expertise from the market.

As at 31 March 2018, RTHK has engaged a total of 188 full-time NCSC staff (please refer to **Annex 1** for the breakdown). RTHK has followed the guidelines issued by Civil Service Bureau on the engagement of NCSC staff.

- (e) As compared with 31 March 2014, the number of NCSC staff of RTHK decreased from 291 to 188 as at 31 March 2018, which was a reduction of 103. Meanwhile, 85 NCSC staff were appointed as civil servants through RTHK's open recruitment exercises. In addition, natural wastage was also the reason for the reduction of the number of NCSC staff.

RTHK conducts a review of all the NCSC positions every year, and follows the established procedures to convert positions that have long-term service needs to civil service posts. During the process, RTHK would take into account a number of factors, including whether the positions concerned are of long-term service needs, whether it is more appropriate for civil servants to carry out the duties concerned, etc. In response to the Director of Audit's Report (Audit Report), RTHK is now conducting a comprehensive review on the engagement of NCSC staff to ascertain the service needs and would convert positions that have long-term service needs to civil service posts under established mechanism.

- (f) The 28 long-serving NCSC staff with over 10 years of service are mainly deployed to assist in the production of radio, television and new media programmes. Their main duties include serving as producers, network and system support, programme production, corporate development, filming and set dressing, administrative duties and other support services.

RTHK accepts the Audit Report's recommendations and is now conducting a comprehensive review on the engagement of NCSC staff to ascertain service needs; and will convert the positions that have long-term service needs to civil service posts under established mechanism.

Need to Improve the Process of Engaging Category II (Cat II) Service Providers

- 7) **Regarding paragraphs 2.12 and 2.18 to 2.23, and the response in 2.26(b), RTHK indicated that it would remind its staff to submit contract request forms to the Central Administration Unit (CAU) for processing as early as practicable. After all, why did RTHK not follow the guidelines in the first place? Was it because of the constraints in manpower or the ecology of the industry? How will RTHK ensure that its staff would act in accordance with the guidelines after being reminded?**

RTHK's Reply:

- 7) For the cases of not following guidelines mentioned in paragraph 2.23 of the Audit Report, one case was caused by miscommunication during the handover of the former and succeeding executive producers. The other was due to the loss of contract in mailing. As the service provider concerned had already started working, the responsible officer had to reprint the contracts for the service provider concerned to sign again. RTHK accepts the recommendation of the Audit Report and has reminded user sections not to engage service providers before the contract requests are approved and contracts are issued. RTHK will also further enhance the mechanism of the engagement of Cat II service providers, and strengthen its monitoring system, such as requesting supervisor at management level to conduct random check on contracts. Meanwhile, relevant guidelines will be circulated regularly in order to ensure that all responsible officers understand and follow the guidelines.

Need to Review Acquisition Procedures

- 8) **Regarding paragraph 2.32, please advise on the reason why it is difficult for RTHK to request suppliers to provide quotations first when acquiring programmes.**

RTHK's Reply:

- 8) The copyrights of programmes are usually owned by a single distributor and awarded to the highest bidder. According to industry practice, broadcasting rights are acquired through competitive bidding by potential licensees, instead of the copyright owner offering a quotation.

In fact, while negotiating with RTHK, a distributor may also negotiate with other television (TV) broadcasters about the acquisition of programmes. During negotiation, a distributor usually does not fill in tender documents so as to avoid contractual disputes arising from the violation of tender procedures in case a higher bid is offered by other TV broadcasters. Hence, it is difficult for RTHK to request suppliers to provide quotations first when acquiring programmes.

- 9) **Regarding paragraphs 2.27 to 2.34, please advise on the following:**
- (a) **Referring to paragraph 2.33(b), whether the Government has studied and compared the nature of the programmes successfully and unsuccessfully acquired.**
 - (b) **Regarding paragraph 2.33(c), distributors claimed that “the procurement requirements deviated significantly from the industry practice and unfairly hindered their parallel negotiation with other interested licensees”. What are the details regarding this matter? Please further explain how the industry operates in general.**
 - (c) **The measures RTHK will carry out to address the Hong Kong Independent Commission Against Corruption’s (ICAC) concerns as mentioned in its report over the acquisition of television programmes, i.e. RTHK’s practice of acquiring programmes “by proposing the price and then negotiating with the supplier, instead of inviting a quotation from the supplier, could pose a collusion risk of circumventing the controls built in the standard government procurement procedures with a view to favouring a supplier” (paragraph 2.32).**
 - (d) **Whether RTHK can explain and give examples of the difference between the procurement of stores or services and the licensing of copyright.**
 - (e) **The number of programme hours of acquired programmes per month in the past 12 months for**

RTHK's TV and radio programmes, and their respective percentages in comparison with the total programme hours.

- (f) Please provide a list of programmes acquired by RTHK in the past 5 years.**
- (g) The prevailing guidelines on the selection and assessment of acquired programmes, and the relevant assessing guidelines and documents.**
- (h) How RTHK appoints members of the Acquired Programme Committee (APC); the details of declaration of interests required for each member; whether there has been any programme which needed to be selected was produced by members of APC, and the relevant details.**
- (i) Please provide samples of the agreement and tender concerned.**

RTHK's Reply:

- 9) (a) To follow-up with the result of the review on acquisition of TV programmes for digital terrestrial television (DTT) channels by the ICAC in 2015, RTHK conducted a 1-month trial from March to April 2016, in which 11 distributors were approached and invited to submit quotations in accordance with the Government's Stores and Procurement Regulations (SPR), with a view to procuring the broadcasting rights of 42 hours of TV programmes in Hong Kong, including animations and documentaries. The result was that one distributor refused to submit a quotation, two distributors refused to accept RTHK's contract terms, four distributors did not reply, three distributors submitted quotations but the requested prices exceeded RTHK's budget by 136% to 198%. Finally, RTHK could only obtain an acceptable quotation from one distributor, and acquired the TV broadcasting rights in Hong Kong of a 2-hour series of children's animation. According to the outcome of the trial, there is no direct relationship between the programme nature and success in acquisition.

- (b) When licensing broadcasting and telecast rights, distributors usually award the rights to qualified media organisations through competitive bidding. The price of an acquired TV programme is market driven, and depends mainly on the popularity of the programme, the nature of the programme, as well as the licensing strategy of the distributor.

As mentioned in the reply to Question 8, a distributor may also negotiate with other TV broadcasters while negotiating with RTHK about acquisition of programmes. During negotiation, a distributor usually does not fill in tender documents so as to avoid contractual disputes arising from the violation of tender procedures in case a higher bid is offered by other TV broadcasters. Therefore, when a distributor's strategy is to award the rights to the highest bidder, it would not be possible for RTHK to obtain a quotation.

- (c) In response to the ICAC report in 2015 on acquisition of TV programmes, RTHK has formulated a set of rigorous Acquisition Policy (ACQ Policy) on acquisition of TV programmes, detailing the guidelines, procedures and monitoring measures in negotiating copyright licensing of programmes, with reference to the controls built in SPR, so as to keep up with industry practice while ensuring that the concerned procedures are conducted under strict control. For instance, the selection and assessment of acquired TV programmes must be handled by the Acquired Programme Committee (comprising 1 Chief Programme Officer and three officers of the rank of Programme Officer or above) in accordance with assessment guidelines (assessment criteria include concept and ideas (30%), presentation skills (30%), informative and educational values (20%) and attractiveness of programme (20%)). To deal with situations where actual, potential or perceived conflict of interest may arise, all officers engaged in the assessment, negotiation of price, approval and signing of contracts are required to declare interest. RTHK also circulates relevant circulars regularly to ensure that all officers participating in procurement stay vigilant and take sufficient measures to prevent such situations from arising. In addition, RTHK keeps detailed records of all assessment reports, negotiation correspondence and contracts of programme acquisition for checking, so that

relevant procedures are conducted impartially and fairly. In August 2016, RTHK reported progress of implementing ICAC's recommendations to ICAC and confirmed that the newly promulgated ACQ Policy was implemented on 26 May 2016. In its reply letter dated 21 September 2016, ICAC acknowledged receipt of RTHK's ACQ Policy and noted RTHK's implementation of ICAC's recommendations.

- (d) RTHK's understanding is that procurement of stores refers to the purchase of materials for meeting a government department's operational needs (such as stationaries, office equipment, government vehicles, etc.). Procurement of services is the hiring of specific services as required by a department (such as security service, cleaning service, printing service, etc.). As for the acquisition of broadcasting rights, it concerns acquiring the right to broadcast a programme for a number of runs under certain conditions as negotiated with the distributors. RTHK does not own the programmes as inventory items, and the broadcasting rights are subject to restrictions in terms of broadcast territories and platforms. The copyright of the programmes still belongs to the copyright owners. Upon expiry of the licensing period, the copyright owners can license the programmes to other TV broadcasters or organisations. Therefore, RTHK is of the understanding that acquisition of broadcasting rights of programmes is not procurement of stores. Moreover, as all acquired programmes are completed works and distributors do not provide extra services to RTHK, RTHK's understanding is that the acquisition of broadcasting rights is not procurement of services either. That said, RTHK agrees with the Audit Report's observations and views. RTHK would proactively follow-up the recommendations by reviewing the procedures of acquiring TV and radio programmes. RTHK has already written to the Financial Services and the Treasury Bureau to seek its advice on whether acquisition of programmes falls within the definition of procurement.
- (e) With regard to the number of programme hours of acquired programmes per month in the past 12 months for RTHK's TV and radio programmes, and their respective percentages in comparison with the total programme hours, please refer to **Annex 2(1) and Annex 2(2)**.

- (f) With regard to a list of programmes acquired by RTHK in the past 5 years, please refer to **Annex 3(1) and Annex 3(2)**.
- (g) As with all in-house productions of RTHK, acquired programmes are selected with regard to the objectives of RTHK's TV services as laid down in the "Charter of Radio Television Hong Kong", with a view to presenting quality productions from around the world to local audience. These programmes must comply with RTHK's editorial standards and technical specifications. Assessment criteria include concept and ideas (30%), presentation skills (30%), informative and educational values (20%), and attractiveness of programme (20%), etc.

RTHK's ACQ Policy, which also states the approving officers and respective fee ranges, is at **Annex 4**. As for the assessment form, please refer to **Annex 5**.

- (h) As mentioned in the response to part (c) above, RTHK's Acquired Programme Committee comprises RTHK's experienced producers who conduct assessment in accordance with the guidelines. Members of Committee are required to declare interest with regard to every assessment report. Since all members are full-time staff of RTHK, and all the programmes being selected are non-RTHK productions, there will be no circumstances that the programmes to be selected and assessed are produced by members of the Committee.
- (i) As RTHK does not acquire programmes by adopting tender procedures, no sample of tender is available.

As for sample of contract for acquired TV programmes, please refer to **Annex 6**.

***Note by Clerk, PAC:** *Annexes 4 and 6 not attached.*

- 10) Regarding paragraphs 2.35 and 2.36, RTHK agreed to review the acquisition procedures of TV and radio programmes. Please advise whether such review has been completed. If yes, what is the result? If not, when will the review be completed?**

RTHK's Reply:

- 10) RTHK agrees with the recommendations of the Audit Report and will proactively take follow-up actions. RTHK has been reviewing the acquisition procedures of TV and radio programmes, and has written to the Financial Services and Treasury Bureau to seek its advice on whether acquisition of programmes falls within the definition of procurement. The review is expected to be completed by the middle of 2019.

Community Involvement Broadcasting Service (CIBS)

- 11) Regarding paragraphs 2.37 to 2.55, please advise on the following:**
- (a) The reasons that the number of successful applications in 2017-18 (up to December) has increased for merely 27.4% as compared with that in 2013-14, but the expenditure was about 4.8 times higher;**
 - (b) According to paragraph 2.44, some of the programme recordings were submitted later than the broadcast date. For such circumstances, what would be the impact and measures to cope with;**
 - (c) According to paragraph 2.46, whether RTHK knows the reasons for delay in submission of post-broadcast reports in over half of the cases. Was there any problem concerning the work? What were the participants' reasons for the late submission? What are included in the format and content of the relevant report? Were the late submissions due to the fact that the report is relatively more difficult to complete? Please provide a sample of the report;**
 - (d) According to paragraph 2.47, "RTHK would terminate the agreement with those participants who fail to submit**

the post-broadcast reports within 12 months after the broadcast of the programme without a legitimate reason. Upon termination, any outstanding portion of payment according to the agreement will not be paid to the participants.” Based on the agreement concerned, what are the fine prints and the details on the agreement relating to the payment of funding to the participants? Is RTHK paying in installments? In accordance with the current guidelines, how will the post-broadcast reports be chased for;

- (e) Referring to the above question, can a participant apply for the Community Involvement Broadcasting Fund (CIBF) again if he / she violated the agreement before?**
- (f) Regarding paragraph 2.53, the public awareness on CIBS programmes was relatively low, while in paragraph 2.55, RTHK stated that it would continue its promotional efforts to further enhance its reach to the service targets and listenership. What are the schedule and details of the review?**
- (g) Please provide samples of the relevant agreement and application form.**

RTHK’s Reply:

- 11) (a) The number of successful CIBS applications increased from 62 in 2013-14 to 79 in 2017-18 (a rise of 27.4%), while the relevant expenditure incurred increased from \$1.1 million in 2013-14 to \$6.4 million in 2017-18 (4.8 times higher). The reasons are as follows:

CIBS provides four quarters of programmes annually, with broadcast starting in January, April, July and October respectively. When applying for programme production, organisations/individuals can apply for funding from CIBF at the same time, which includes an advance disbursement of 20% of the approved funds. Applicants can only apply for reimbursement of production expenditure other than the 20% advance disbursement after all episodes of the programme for the quarter are broadcast. The first quarter of the CIBS scheme started receiving applications in

December 2012 and the programmes were first broadcast in July 2013. Therefore, only 10 applications for reimbursement of production expenditure in two quarters as well as advance disbursement applications for the following quarters were processed in 2013-14 (programmes of the third quarter were broadcast starting from January, which means reimbursement of production expenditure was handled in April). As a result, the expenditure of CIBF was only \$1.1 million. In 2017-18, the expenditure of CIBF covered the programme expenditure for the whole year, during which 66 applications for reimbursement of production expenditure and advance disbursement for the following quarters were processed. Furthermore, the number of broadcasting hours increased from 14 per week in 2013-14 to 16 starting from July 2017, raising the expenditure to \$6.4 million.

- (b) Since the launch of CIBS, no CIBS production unit has failed to submit the programme before its scheduled broadcast date. Production units are required to submit their programmes in advance. Recordings of the first two episodes are to be submitted one month prior to the scheduled broadcast date. From the third episode onwards, recordings must be submitted two weeks before the scheduled broadcast date. Among the 12 cases examined by the Audit Commission, the latest submission was two days before the scheduled broadcast date. Under the current mechanism, if a production unit fails to submit programmes, RTHK reserves the right to demand compensation of administrative cost from the production unit. According to the existing mechanism, the compensation will not exceed 20% of the approved funds. Requirements concerning submission of programmes and reports are detailed in the “Community Involvement Broadcasting Service Handbook” and the agreements signed by RTHK and applicants. The Secretariat also explains the requirements in the facilitation talks (designed to introduce details of CIBS to applicants). RTHK staff would also remind production units of the requirements through various means such as emails, phone calls and text messages.

- (c) CIBS production units are mostly individuals or groups from the community who may not have professional administrative experience. Of the 12 programmes examined by the Audit Commission, the production units of seven programmes failed to submit post-broadcast reports timely according to the deadline (within 12 months) specified in the agreements. Reasons provided by production units for their delay include: delay caused by the audit firm, failure to handle documents as member(s) of the programme team was out of town, unavailability of the person in charge of the organisation to handle documents, etc. The content and requirements of the report were set down by RTHK with reference to the funding projects of other departments.

A sample of the report is at **Annex 7**. Content of the report concerned include:

- Limited Assurance Engagement Reports prepared by Hong Kong's accredited/registered accountants (**Annex 7(1)**)
- Copyright documents on music or information (**Annex 7(2)**)
- An English or Chinese translation of the transcript of each episode of programme (if the original recording of the programme is not in English or Chinese) (**Annex 7(3)**)
- Evaluation form (**Annex 7(4)**)

RTHK accepts the recommendations of the Audit Report that RTHK should take measures to ensure timely submission of programme recordings and relevant documents by the participants and is reviewing the mechanism regarding submission deadlines for different episodes and considering simplifying the requirements of the report concerned.

- (d) As mentioned in part (a) above, when applying for programme production, organisations/individuals can also apply for funding from the CIBF at the same time, which includes an advance disbursement of 20% of the approved funds. Applicants are required to submit a completed report after the whole quarter of programme is broadcast.

Funds will be provided on an accountable basis after confirmation. As production units of CIBS are mostly individuals or groups from the community who may not have professional administrative experience, RTHK will contact them to find out the reasons for not being able to submit post-broadcast reports within 12 months after their programmes have been broadcast. It is only when no alternatives are available, for example, when a production unit fails to provide reasonable explanation for delayed submission, that RTHK will consider terminating the agreements with them. Upon termination, any outstanding portion of payment mentioned in the agreement will not be paid. If an advanced disbursement has been made, RTHK will issue a demand note through relevant units to demand refund from the production unit when necessary. According to current guidelines, RTHK staff will urge, through various means such as emails, phone calls and text messages, production units who have missed the submission deadline to submit reports as soon as possible.

- (e) Applicants who violated the agreement can still apply for CIBF in future. However, records of such violation will be stated in the reference materials for the CIBS Selection Committee. Up to present, no applicant whose agreement with RTHK was terminated has applied for CIBF again.
- (f) Following recommendations of the Audit Report on enhancing its reach to the service targets and listenership, RTHK will step up CIBS promotion, includes broadcasting CIBS-related information and programme highlights on radio channels other than the Putonghua Channel to enhance public awareness of CIBS programmes and the service, exploring more promotional means (such as public transport, social media, etc.), and displaying printed and audio-visual promotional items. The new promotion plan is expected to start in April 2019.
- (g) A sample of the agreement concerned is at Annex 8, and a sample of the application form is at Annex 9.

Commissioning of TV Programmes

- 12) **Regarding paragraphs 2.59 to 2.61, please advise on the following:**
- (a) **What are “production materials”?**
 - (b) **Based on the information, for about 90% of the commissioned programmes, there were delays in the submission of production materials and audited reports. The average time for the delay in submitting both the materials and audited reports was around 2 months. Has RTHK looked into the reasons behind?**
 - (c) **Is there any measure or penalty imposed on the contractors for late submission of the production materials and audited report?**
 - (d) **Referring to the above question, if a private production company violates the agreement, will RTHK engage the company to produce TV programmes again?**
 - (e) **Please provide samples of the contracts and tenders concerned.**

RTHK’s Reply:

- 12) (a) “Production materials” are items specified in the contract for production, which is signed by the production company and RTHK. In total there are 13 items of materials, including the completed TV programme, music produced for the programme, a music cue sheet, relevant publicity stills, a subtitling script, a written programme introduction, scripts, a list of all credits for the programme, a list of crew members, original raw tapes or video files, a 30-second promotional video, documents and proofs of licence or consent for use of all works in relation to the underlying copyright of the programme and an audited production cost report of the programme.
- (b) Currently, an experienced production staff of RTHK is assigned to each commissioned TV programme as the executive producer, who oversees the progress and provides

comments to make sure that the programme is in line with the required standard and programming arrangement of RTHK. In addition, the progress of all commissioned TV programmes is reported in the monthly internal meeting. However, the production process may sometimes be delayed by weather, accidents, etc. Some new directors may also encounter difficulties in applying for company registration, or in engaging an auditor, which result in delay in the submission of the audited report.

To follow-up on the recommendations of the Audit Report that RTHK should take measures to ensure that commissioned contractors submit production materials and audited reports in a timely manner, RTHK will review and draw up a reasonable and feasible production schedule for commissioned programmes. For future TV commissioning programmes, progress will be more closely monitored and reported, so that the production team of commissioned TV programmes can complete the production according to an agreed schedule as far as possible, except in circumstances where delay is caused by unavoidable difficulties during production.

(c) RTHK will pay the instalments in accordance with the production schedule stipulated in the contract. There are seven instalments for “Documentary” and “Drama”:

- (i) Signing of Agreement (20%);
- (ii) Completion of Treatment and Shooting Script (20%);
- (iii) Completion of Principal Photography (10%);
- (iv) Completion of Rough Cut (20%);
- (v) Completion of Fine Cut (5%);
- (vi) Delivery of the Programme (5%); and
- (vii) Submission of Audited Report (20%).

For “Animation”, there are 6 instalments:

- (i) Signing of Agreement (20%);
- (ii) Completion of Finalised Script and Animatics (20%);
- (iii) Completion of 50% of the Programme (20%);
- (iv) Completion of Fine Cut (10%);
- (v) Delivery of the Programme (10%); and
- (vi) Submission of Audited Report (20%).

In the event that contractors delay their submission of production materials and audited reports, RTHK can take follow-up actions according to the contract terms, including refusing to pay the relevant instalments, issuing warning letters and even terminating the contracts.

- (d) When assessing proposals of commissioned programmes, criteria including creativity, content originality, enhanced ideas to illustrate the theme, production flexibility, relevant expertise, equipment and facilities support, suitability for prime time broadcast, production budget and producer's performance during interview would be considered. In addition to the above factors, the track record of the production company is another criterion that will be taken into account. If a production company had a record of violating the agreement, the Selection Board will take this into consideration in deciding on whether to commission it to produce TV programme.
- (e) Commissioning of TV programmes does not have tender. Please refer to **Annex 10** for the samples of the agreement.

13) Regarding paragraph 2.66, the number of output hours of commissioned programmes per year was very small in comparison with the number of total output hours, ranging from 21 to 33 hours. Does the Government consider that, in such situation, the commissioned programmes can provide an open platform for independent producers to exhibit their creativity, just like what is stated in paragraph 2.56?

RTHK's Reply:

- 13) The commissioning of TV programmes of RTHK aims to introduce creative thinking to the production of TV programmes, and to provide an open platform for independent producers to showcase their talents. As RTHK has to ensure that the production quality of the commissioned programmes meets its requirements, a rigorous assessment mechanism has thus been formulated to identify suitable applications. In the past five years (from 2013-14 to 2017-18), this project received 242, 291, 212, 254 and 391 applications respectively. Eventually, 16, 21, 18, 23 and 31 applications were selected

respectively in those five years, and 40 episodes of animation, 34 episodes of documentary and 35 episodes of drama were produced in total.

The commissioned TV programmes of RTHK received numerous local and international nominations and awards, programmes such as “China Stories – Ballerina in a Field”, “China Stories – Blind Soccer”, “Kaleidoscope of Ideas – Life Goes On” received awards respectively at the New York Festival, the Chicago International Film Festival, the TBS DigiCon6 Awards, Japan, etc. In the past, some of the commissioned TV programmes were included in the TV Appreciation Index Survey. Programme such as “China Stories” was well-received by the local audience. To the producers, their talents were recognized.

RTHK accepts the Audit Report’s recommendations and plans to increase the output hours of commissioned TV programmes. The target is to increase the annual production hours of commissioned TV programmes to 51 hours in 2021-22. Meanwhile, RTHK will continue to maintain its rigorous assessment mechanism, in order to ensure that the production quality of the commissioned programmes meets RTHK’s requirements.

- 14) Regarding paragraphs 2.68(c) and 2.69, has the Government explored the feasibility of increasing the number of output hours of commissioned programmes? If so, what is the result?**

RTHK’s Reply:

- 14) RTHK agrees with the recommendation of the Audit Report and already has plans to gradually and appropriately increase the total number of output hours of commissioned programmes. The target is to increase the annual programme hours of commissioned TV programmes to 51 hours annually in 2021-22.

Part 3: Broadcasting of Programmes and New Media Services

Need to Enrich the Programmes of TV 31 and TV 32

- 15) **Regarding paragraphs 3.4 to 3.7, please advise on the following:**
- (a) **Regarding paragraph 3.4(b), the numbers of re-run programme hours for RTHK TV 31 and TV 32 were 4 877 hours and 2 021 hours respectively. Does the Government agree that RTHK has not managed to produce enough hours of programmes in order to utilise the available broadcasting hours of these two channels more fully? Is RTHK simply filling up broadcasting hours with re-run programmes, without detailed consideration of whether these re-run programmes are in demand?**
 - (b) **Regarding paragraph 3.4(d), has RTHK ever monitored the ratings of miscellaneous contents and assessed the corresponding awareness levels and appreciation indexes? Has any public opinion on these miscellaneous contents been collected?**
 - (c) **Regarding paragraphs 3.6(a) to 3.6(c) and 3.7(a), RTHK stated that it would strive to increase output hours of TV output/first-run programme hours, and devise a strategy for re-run programmes starting from 2018-19. What is the progress in these aspects? However, before finding out the reasons for the relatively low TV ratings, increasing output hours of TV programmes may be fruitless and lead to a waste of resources. Therefore, will RTHK consider reviewing its low TV ratings and production strategy first?**
 - (d) **Regarding paragraphs 3.6(e) and 3.7, has RTHK explored different ways to enrich the miscellaneous contents of RTHK TV 31 and TV 32 with a view to enhancing the channels' attractiveness?**
 - (e) **Paragraph 3.7(c) stated that "TV 32 is a live event channel, ... broadcasting of miscellaneous contents between live events is therefore inevitable". Will**

RTHK review the positioning strategy of RTHK TV 32? Some live event programmes lack attractiveness to the general public. For example, the regularly broadcast “TV Journey” programme is not attractive, and viewers will not stay tuned to RTHK TV 32 to wait for breaking news programmes. As a result, if breaking news programmes or press conferences are going to be broadcast on RTHK TV 32, will the Government consider providing a reminder on the flagship channel, RTHK TV 31, or even consider following the practice of commercial TV news channels to show the breaking news programmes or press conferences at the corner of the screen on RTHK TV 31, and let the interested viewers adjust to the appropriate audio channel themselves? This practice may further increase the ratings for breaking news programmes or press conferences, free up time for broadcasting other programmes on RTHK TV 32, and adjust the broadcasting strategy of RTHK TV 32.

RTHK’s Reply:

- 15) (a) In 2018-19, the number of output/first-run programme hours on RTHK TV 31 is approximately 6.6 hours per day, which represents an increase of around 18% as compared with 5.6 hours in 2017-18.

As viewers have different habits of watching TV programmes, RTHK considers that re-run programmes would enable them to watch programmes in different time slots. RTHK also reviews its programming regularly with reference to audience opinions collected from various channels. For instance, variety shows and concerts were re-run on holidays, while special programmes produced for the 20th Anniversary of the Establishment of the Hong Kong Special Administrative Region, the “Transformers” and the “Big Cities”, were re-run corresponding to the occasion. Character series were also re-run in memory of celebrities who had passed away, such as “Success Stories: Charles KAO”, “Success Stories: Louis CHA”, “The Flavours of Life: Eunice LAM”, etc.

RTHK agrees with the recommendations of the Audit Report and is committed to increasing output/first-run programme hours. A clearer and more systematic programming strategy will also be devised for re-run programmes.

- (b) Since miscellaneous contents are currently only broadcast during non-operating hours and time slots between live programmes, RTHK has not looked into the awareness levels and appreciation indexes of these programmes.
- (c) Starting from 1 April 2019 onwards, the coverage of digital terrestrial television service will reach 99% of Hong Kong's population. RTHK TV 31 will then provide 24-hour broadcast. The output/first-run programme hours of RTHK TV 31 will also increase gradually from 1 566 hours in 2018-19 to 1 758 in 2019-20 and 1 810 in 2020-21. On top of the increase in first-run/output hours of RTHK TV 31, RTHK TV 32 will also continue to explore the broadcasting of more local sports events, international news and highlights of international sports events, with a view to increasing first-run programme hours.

According to the "Charter of Radio Television Hong Kong", as a public service broadcaster, RTHK should provide TV services in areas not adequately provided by commercial broadcasters. RTHK's TV services must cater to the interests and needs of a broad spectrum of audiences as well as minority interest groups, providing timely public affairs programmes and offering a platform for information and discussion. In response to the Audit Report, RTHK will review afresh its production strategy and follow-up accordingly.

- (d) RTHK TV 31 will provide 24-hour broadcast from April 2019, by then the arrangement of broadcasting miscellaneous contents during non-operating hours will cease. As a live event channel, RTHK TV 32 mainly covers Legislative Council (LegCo) meetings and important local press conferences, etc. The broadcasting hours as well as broadcasting time of these live events are beyond RTHK's control. With these constraints, it is difficult for RTHK to arrange for a complete programme to be

broadcast between live programmes, otherwise the programmes may have to be interrupted frequently to make way for live broadcast. As such, RTHK broadcasts miscellaneous contents between live events. RTHK has been exploring different ways to enrich miscellaneous contents on RTHK TV 32. In addition to the introduction of “TV Journey”, RTHK has continuously explored the provision of more international news coverage and highlights of international sports events. RTHK agrees with the Audit Report’s recommendations and will keep on enriching miscellaneous contents in this direction.

- (e) As mentioned in (c) above, RTHK TV 32 is a live event channel which mainly broadcasts LegCo meetings as well as local and international news coverage. It includes press conferences of the Hong Kong Police Force, Fire Services Department, Hong Kong Observatory, Consumer Council, Transport Department and other governmental departments in response to emergency and accidents, as well as press conferences on government’s policies. RTHK TV 32 has provided complete live coverage of important issues or news, including the historic North Korea-United States Summit, the opening of the Express Rail Link’s Hong Kong Section, LegCo By-election, and the bus accident in Tai Po (please refer to [Annex 11](#)). In addition, RTHK TV 32 is increasing its broadcast of local sports events.

RTHK accepts the suggestion in question (e) and will insert in-programme breaking news prompts on RTHK TV 31 to remind audience. RTHK will provide reminder on breaking news or press conferences on RTHK TV 31, and devise a dual-display and dual-audio system that enables interested audience to choose by themselves.

As mentioned previously in part (d), RTHK TV 32 is subject to constraints in broadcasting programmes as a live event channel. That said, RTHK will continue to review the broadcasting strategy of RTHK TV 32 and enrich its contents.

Content Licensing

- 16) **Regarding paragraphs 3.8 to 3.20, please advise on the following:**
- (a) **What are the contents of the contract for content licensing? Please provide a sample of the contract.**
 - (b) **Regarding the situation of low price mentioned in paragraph 3.13, has RTHK found out the reason behind, and have staff members/persons who are equipped with professional knowledge or experience been invited to participate in determining the prices?**
 - (c) **Regarding paragraphs 3.19(a), 3.19(b) and 3.20, has RTHK taken follow-up actions in respect of setting guidelines on how to determine the offer price to potential licensees, as well as documenting the basis for the determination of the offer price and the negotiation process with the potential licensees? If so, what are the results?**

RTHK's Reply:

- 16) (a) The contract for content licensing mainly includes the title, fee, broadcasting right, broadcasting region, licence period and number of runs, etc. Please refer to **Annex 12** for the contract.
- (b) Regarding the price setting, RTHK conducts reviews regularly on its sales situation and the market situation in the past, and makes reference to information about international market prices when adjusting its internal Licensing Price Scheme. Since RTHK's main objective of licensing broadcasting rights of its programmes is to enhance audience reach, strengthen RTHK's corporate branding, promote networking and enhance creativity and cultural exchange, licensing is conducted in a non-exclusive basis, meaning that the same programme can be licensed in the same territory multiple times, and thus the prices will not be set at a high level.

***Note by Clerk, PAC:** *Annex 12 not attached.*

Currently, the officer responsible for licensing in RTHK is a professional who is experienced in programme licensing in the commercial sector. RTHK agrees with the Audit Report's recommendations, and will pay attention to the market situation when setting the prices.

- (c) RTHK agrees with the Audit Report's recommendations, and has adopted the following measures:
 - (i) listing the criteria for determining offer price (including the type of programme, the licence period, the number of runs, the licensed territory and market share of the licensee, etc.) in the internal "Content Licensing Guidelines"; and
 - (ii) documenting the basis for the offer of price and the price negotiation process with potential licensees.

As the relevant measures are newly introduced, RTHK will continue to keep in view of the number and price of licensed programmes.

Decreasing Trend of Daily Page View of RTHK Website

- 17) Regarding paragraphs 3.22 to 3.24, please advise on the following:**
- (a) Do the mobile applications mentioned in paragraph 3.21 cover all contents available on the RTHK website? If no, what are the contents included in the mobile applications; and what are the contents included in the mobile applications but not on RTHK website?**
 - (b) What are the total numbers of downloads of the mobile applications mentioned in paragraph 3.21? To facilitate usage by the public and ensure effective management and maintenance, why did RTHK not consider combining all the applications into one?**
 - (c) As mentioned in paragraph 3.24, "the RTHK website had undergone a re-structuring revamp in March 2017 to facilitate effective user access by simplifying the web navigation process, thus it would reduce the number of**

daily page views accordingly”. Does it imply that every click on a sub-page of the webpage is counted as a single hit rate?

- (d) As mentioned in paragraph 3.24, “the indicator ‘page views’ was not applicable to mobile access”. Does it mean that there is currently no technology for counting the number of mobile device users, or that RTHK has not mastered the technology? If the situation is the latter, will RTHK introduce a counter of visits on mobile devices?**

RTHK’s Reply:

- 17) (a) RTHK’s mobile applications do not cover all the contents of the RTHK website. In view of the habit and trend of the general public in using mobile phones, RTHK provides applications with different contents and functions. Each application provides specific contents to facilitate download and use by the public according to their needs and preferences. The core contents provided by the applications are as follows:
- (i) RTHK On The Go – provides Chinese and English instant news, radio live broadcasts, podcasts and programme recommendations by RTHK. Through the application, users can also gain access to RTHK’s website and the contents on other RTHK mobile applications.
 - (ii) RTHK Screen – provides functions such as live webcasts of RTHK TV 31 and 32, video-on-demand, download, programme subscription, etc. It enables users to access video programmes anytime anywhere.
 - (iii) RTHK News – provides instant news, news programmes and traffic news in both Chinese and English, which contain texts, photos and audio-visual contents. The “Push Alert” function instantly brings the latest world and local news to users.
 - (iv) RTHK Mine – provides live webcasts of the seven radio channels, highlighted video clips, programme

archive and weather news. Users can also create playlists by making use of personalised settings such as “Favourites” and “Play Later”.

- (v) RTHK Vox – enables users to produce and upload selfie videos on specific topics of the application. The videos will be posted and shared through the application and RTHK’s website.
- (vi) Chinese History : the Flourishing Age – a selection of enchanting stories and characters of some splendid dynasties in Chinese history for users to understand Chinese history in a lively way through audio dramas and four-frame comics.
- (vii) RTHK Memory – a collection of RTHK’s classic programmes over the years, which documented the historic changes and cityscapes of Hong Kong in different times.

The highlighted video clips on “RTHK Mine” and the four-frame comics on “Chinese History – the Flourishing Age” were produced especially for the mobile applications. Hence, the relevant contents are not included on RTHK’s website.

- (b) As at 30 November 2018, the total number of downloads for RTHK’s mobile applications are as follows:
 - (i) RTHK On The Go – 1,998,465
 - (ii) RTHK Screen – 404,106
 - (iii) RTHK News – 133,928
 - (iv) RTHK Mine – 327,471
 - (v) RTHK Vox – 14,485
 - (vi) Chinese History – the Flourishing Age – 112,189
 - (vii) RTHK Memory – 35,048

Each of the RTHK mobile applications provides different functions and unique features for the public to download and use according to their needs. Integrating the seven applications into one will drastically increase server load and the risk in management.

- (c) When a user clicks to a subpage of the website, it will be counted as one page view. The revamped RTHK website has simplified website design and navigation, thereby minimising the number of subpages a user needs to click through and thus allowing direct access to the relevant webpages. As a result, the overall number of daily page view reduced accordingly.
- (d) Currently, the RTHK website did not count the mobile usage in a comprehensive manner. In view of the Audit Report's recommendation, RTHK will take measure to assess the service performance of the new media platform and plans to introduce trackers to all RTHK mobile applications in 2019-20 for more effective counting of the mobile usage.

Part 4: Evaluation of Programmes and Other Administrative Issues

Procurement of Service for TV Appreciation Index (TVAI) Surveys and Radio Audience Surveys

- 18) Regarding paragraphs 4.3 to 4.14, please advise on the following:**
- (a) What are the expenditure and number of staff involved in conducting the TVAI Surveys in the past 10 years?**
 - (b) Which are the relevant units and who are the staff members responsible for selecting service providers?**
 - (c) Please explain the reasons for introducing the two additional requirements of “established for at least 15 years” and “conducted at least 20 appreciation surveys”. Which unit is responsible for approving the relevant mandatory requirements? Has RTHK noticed that the incorporation of these two additional requirements would render only Service Provider A qualified? Has RTHK explored whether this practice**

would violate relevant guidelines on procurement of services?

- (d) Has RTHK implemented measures to ensure that sufficient qualified service providers were invited in the procurement exercise and revisited the need for imposing the mandatory requirements? Will RTHK consider relaxing the requirements to ensure that they do not create undesirable obstacles to competition amongst potential service providers?
- (e) Since 2011, RTHK programmes have been the majority among programmes scoring the highest TVAI. Meanwhile, RTHK introduced 2 additional requirements mentioned in paragraph 4.11 without providing any explanation. Will the Government consider commencing an investigation to explore whether there was any malpractice?

RTHK's Reply:

- 18) (a) The contract for each TVAI Surveys lasts for 2 years. During the past 10 years, the expenditure and personnel involved were as follows:

Year	Expenditure (\$)	Participating Staff Members
2009-10 & 2010-11	976,080	1 Principal Programme Officer and 1 Senior Programme Officer were responsible for the procurement, including preparation of the quotation documents, communication with the contracted survey agency, arrangement of meetings for the Television Appreciation Index Advisory Panel, etc.
2011-12 & 2012-13	976,080	Ditto.

2013-14 & 2014-15	1,024,000	Ditto.
2015-16 & 2016-17	1,072,000	Ditto.
2017-18 & 2018-19	1,280,000	Ditto.

- (b) The relevant units responsible for selecting the service providers include: the TV Division and the Corporate Communications & Standards Unit. Responsible staff members include: the Deputy Director of Broadcasting (Programmes), the Assistant Director of Broadcasting (Television & Corporate Businesses), and the Head and Deputy Head of the Corporate Communications and Standards Unit.
- (c) The contract for each TVAI Surveys lasts for two years, during which eight opinion surveys are covered. Each time, as many as 80 programmes were included in the survey and the total number of targeted samples was over 2 000. Respondents were asked about their awareness of and level of appreciation about 40 programmes. As a result, the design of the questionnaire and the details involved were rather complicated, and so the surveys had to be conducted by a sizable and experienced survey agency. The whole procurement process was conducted in accordance with the SPR of the Government. Since the contents of the TVAI Survey questionnaires were quite complex, RTHK, after internal discussion, added these two mandatory requirements in order to ensure that the service provider engaged had sufficient relevant professional experience, and thus be able to provide high quality survey data and reports.
- (d) In order to cover more qualified contractors in RTHK's Departmental Supplier list, RTHK has sent out invitations in early November to eight local universities for inclusion in the list. Their replies are being awaited.

RTHK accepts the Audit Report's recommendation and will strive to ensure that sufficient number of service providers

would be invited in the relevant procurement exercises. RTHK will also consider adjusting the mandatory requirements.

- (e) The procurement procedure of the TVAI Survey has been conducted in accordance with SPR of the Government. The results and scores of the TVAI Surveys were obtained through qualified and recognised survey agencies. At the same time, the Television Appreciation Index Advisory Panel was formed for the TVAI Survey, comprising representatives from TV broadcasters, the academia and the advertising industry. The Advisory Panel is responsible for determining the contents of the questionnaires, survey methods and scopes of programmes to ensure that the surveys are credible and can accurately reflect the appreciation levels. The current members of the Advisory Panel include the Assistant Director of Broadcasting (Television & Corporate Businesses) and Controller (Television) of RTHK, one representative from ViuTV and i-CABLE Entertainment Limited respectively, four scholars/media researchers, one member of the Hong Kong Advertisers' Association and one representative of the survey agency.

As mentioned above, RTHK will proactively follow-up with the recommendations of the Audit Report to ensure that sufficient number of service providers are invited to provide quotations in the relevant procurement exercises as well as consider adjusting the mandatory requirements.

Evaluation of TV Programmes and Radio Programmes

- 19) Regarding paragraphs 4.15 to 4.34, please advise on the following:**
- (a) **What are the expenditure and establishment of RTHK's TV and Radio services in the past 5 years;**
- (b) **Has it been examined that, despite a high Television Appreciation Index (TVAI), the relatively low average awareness levels and TV ratings might reflect outdated assessment in the TVAI Surveys? For example, when the awareness level is below a certain level, the small**

sample size will affect the accuracy of TVAI;

- (c) **Regarding paragraphs 4.23 and 4.24, RTHK has engaged service providers to conduct surveys on the TV ratings of its programmes. According to the TV ratings report on RTHK TV 31 / 31A during January to June 2018, the average ratings for 31 / 31A was 0.1 (i.e. 6 400 viewers). Regarding the figure, a member of the management of RTHK has said that the relevant calculation of TV ratings might not fairly reflect the popularity of RTHK programmes, given the high number of non-operating hours of RTHK TV 31 / 31A. In this aspect, why has RTHK not mentioned such a point during audit? Is the above an opinion of RTHK? If so, why has RTHK not requested the service provider to adjust the TV ratings accordingly, so that the popularity of RTHK programmes is reflected more fairly? As the non-operating hours of RTHK TV 31 only make up for 20.8% of the total broadcasting hours, the adjusted average TV ratings will only range from 0.1 to 0.2. Does the Government agree that the TV ratings are still quite low, and that continuing to broadcast TV programmes of ratings this low may not be sustainable and cost effective?**
- (d) **RTHK TV programmes have low TV ratings, scoring less than 1 even during the prime time. According to Table 25 of paragraph 4.27, some RTHK programmes broadcast on a free channel of a commercial TV operator only scored an average ratings of around 5. The Audit Commission pointed out that some RTHK programmes were produced for minority interest groups. However, the low TV ratings in general also showed that RTHK TV programmes have failed to work the way they should. Therefore, in addition to finding out the reasons for low TV ratings, will the Government consider setting targets for ratings, in order to prevent wasting resources?**
- (e) **There has been opinion that some contents of RTHK programmes and the political stance of some presenters have caused dissatisfaction among some members of the public. Will the Government consider carrying out a**

study to explore whether this is a reason of low TV ratings, or whether this has led to improper use of resources? Also, will the Government launch an investigation into relevant programmes and staff members, and handle properly if any inappropriateness is found?

- (f) Currently, some RTHK programmes are broadcast during some time slots on commercial TV channels. What are the details of the time slots? What are the number of hours of first-run programmes broadcast on commercial channels and RTHK respectively?**
- (g) At present, some higher-quality programmes have been selected to be broadcast during some time slots on commercial TV channels, yielding better TV ratings. With a view to improving TV ratings of RTHK TV channels, will RTHK consider broadcasting programmes with better TV ratings on RTHK TV channels as first-run or exclusive programmes, in order to attract members of the public to watch them on RTHK TV channels? Moreover, given that some commercial TV channels enjoy habitual ratings, will RTHK consider broadcasting some unattractive, yet necessary promotional and informational programmes for the public during some time slots on commercial TV channels, so that ratings of these programmes can be improved, and resources can be utilised more effectively?**

RTHK's Reply:

- 19) (a) The expenditure and establishment of RTHK's TV and Radio services in the past 5 years are at **Annex 13**.
- (b) On top of commissioning academic institutions, the Television Appreciation Index Advisory Panel, comprising representatives from TV broadcasters, the academia and the advertising industry, is also established for TVAI Survey. The Advisory Panel is responsible for determining the contents of the questionnaires, survey methods and scopes of programmes to ensure the surveys are credible and can accurately reflect the appreciation levels. The current members of the Advisory Panel include the Assistant

Director of Broadcasting (Television & Corporate Businesses) and Controller (Television) of RTHK, one representative from ViuTV and i-CABLE Entertainment Limited respectively, four scholars/media researchers, one member of the Hong Kong Advertisers' Association and one representative of the survey agency.

The TVAI Survey has set the cut-off line for the surveyed programmes at awareness level of 5%. Programmes of awareness levels of 5% or above are listed separately in the report from those of awareness levels below 5%. In each quarter, RTHK announces the 20 programmes that score highest in the TVAI Survey, all of an awareness level above 5%.

The cut-off awareness level of 5% was determined by the Advisory Panel. The number of respondents is about 2 000, which complies with academic requirements of the survey.

- (c) RTHK accepts the views in paragraphs 4.23 and 4.24 of the Audit Report on the average low TV ratings of RTHK TV 31/31A and will proactively follow-up with the Audit Report's recommendations. The opinion of excluding non-operating hours for calculation of TV ratings by an RTHK staff member is only one of the ways of calculating TV ratings. RTHK accepts that the exclusion of non-operating hours does not affect the overall TV ratings significantly.

Moreover, owing to the rapid advancement of technology and online platforms, as well as changes in lifestyle, the TV viewing habit of the general public has changed in recent years. Many viewers do not watch TV programmes in real time, but enjoy RTHK's programmes through a variety of online platforms, resulting in a long tail effect. They can view RTHK's programmes through the mobile application "RTHK Screen", RTHK's webpage, YouTube channel, and specific Facebook Fan Pages. In 2018, RTHK's TV programmes accumulated approximately 125 million views in total across different platforms. In this regard, RTHK already has plans to introduce trackers in all mobile applications in 2019-20 in order to have a more effective

count of mobile usage, in addition to taking reference from ratings.

According to the “Charter of Radio Television Hong Kong”, as a public service broadcaster, RTHK should provide TV services in areas not adequately provided by commercial TV broadcasters, catering to the interests and needs of minority interest groups. Meanwhile, RTHK will also review the quality of programmes and programming, to ensure that its TV programmes can cater to the interests of a broad spectrum of audiences as well as minority interest groups.

- (d) Commercial TV broadcasters tend to produce popular programmes, such as dramas, entertainment programmes and variety shows, etc., to attract audiences. As a public service broadcaster, RTHK needs to cater for the interests and needs of minority interest groups, for instance, civic education programmes advocating the rights of underprivileged groups or the physically challenged as well as programmes encouraging creativity and local original contents to complement TV services in areas not adequately covered by commercial TV broadcasters.

RTHK agrees with the Audit Report’s recommendations and will collect cross-media TV ratings to obtain more comprehensive information on the viewership of RTHK programmes. RTHK will also consider setting targets or benchmarks for different types of RTHK programmes based on the quality of programme (e.g. appreciation index) and awareness level, to make a more meaningful assessment of TV programmes. In addition, as mentioned in the reply to part (c) above, RTHK will also review the quality of programmes and programming to ensure that its TV programmes can cater to the interests of a broad spectrum of audiences as well as minority interest groups.

- (e) As a public service broadcaster, RTHK pledges to uphold the core values of editorial independence and impartiality. The “Producers’ Guidelines” issued in 1998 specified requirements in this regard, so as to enhance the transparency and accountability of its operation. All production staff must comply strictly with the Guidelines in programme production. Established procedures are also in place to handle complaints and opinions.

- (f) With regard to the Communications Authority's conditions for issuing licences to two commercial free TV broadcasters (i.e. TVB and ViuTV), RTHK will arrange for programmes to be broadcast via these two broadcasters. In order to increase the number of audience and widen audience base, RTHK will also license its programmes to other commercial TV broadcasters. The current details of broadcasting RTHK programmes via commercial TV broadcasters are as follows:

TVB Jade	Total Broadcast Hours (hours): 195.9 (first-run programme hours: 103.5 hours in total)
Monday to Friday	6:00 p.m. – 6:30 p.m.
Sunday	8:00 a.m. – 9:00 a.m.

Cable TV Live News Channel	Total Broadcast Hours (hours): 736.1
Monday	12:30 a.m. – 2:30 a.m. 3:00 a.m. – 4:30 a.m. 11:00 p.m. – 11:25 p.m.
Tuesday to Saturday	1:00 a.m. – 1:25 a.m. 3:00 a.m. – 3:25 a.m. 11:00 p.m. – 11:25 p.m.
Sunday	1:00 a.m. – 2:00 a.m. 3:30 a.m. – 4:30 a.m. 4:00 p.m. – 5:00 p.m. 5:30 p.m. – 6:30 p.m.

ViuTV 99	Total Broadcast Hours (hours): 130
Monday to Friday	6:30 p.m. – 7:00 p.m.

now Direct	Total Broadcast Hours (hours): 586
Monday	1:30 a.m. – 3:30 a.m.
Saturday	4:00 p.m. – 5:00 p.m.
Sunday	1:00 a.m. – 2:00 a.m. 3:30 a.m. – 4:30 a.m. 4:00 p.m. – 5:00 p.m. 5:30 p.m. – 6:30 p.m.

Hong Kong International Business Channel	Broadcast Commenced on 30 July 2018 Projected Total Broadcast Hours (hours) in 2018-19: 132.5
Monday	12:00 a.m. – 1:30 a.m.
Saturday	9:00 p.m. to 10:00 p.m.
Sunday	12:00 a.m. – 12:30 a.m. 6:30 p.m. – 8:00 p.m.

- (g) Currently, two out of the five RTHK programmes broadcast on TVB Jade from Monday to Friday from 6:00 p.m. to 6:30 p.m. were first run on RTHK TV 31. The other three programmes have all along been arranged to be broadcast on TVB Jade first in line with audience's TV viewing habit. It is RTHK's current programme strategy to arrange for programmes to have their first-run on RTHK TV 31 whenever possible.

Programmes arranged to be broadcast on other commercial TV channels, including Cable TV Live News Channel, now Direct, ViuTV and Hong Kong International Business Channel had all been first run on RTHK TV 31.

RTHK will continue to arrange different types of programmes to be broadcast on various commercial channels, and regularly review the effectiveness, so as to facilitate suitable programming arrangements.

Key Performance Measures in Respect of the Four Programme Areas

- 20) **Regarding the contents of Appendix C, please advise on the following:**
- (a) **For the past 5 years, the numbers of programmes per programme staff of RTHK were only 8.2 to 12.8, and the costs per hour were as high as \$276,200 to \$472,900. Has the Government compared the figures with those of the commercial TV broadcasters, so as to ascertain whether RTHK's output hours and costs are reasonable?**
- (b) **The hourly ratings of RTHK's programmes represents only 6 400 viewers, which is only 1/10 to 1/100 of the**

ratings of the commercial TV broadcasters, namely Television Broadcasts Limited and the then Asia Television Limited. In view of the high cost and low cost effectiveness, will the Government conduct a comprehensive and serious operational strategy review to ensure value for money is achieved? If so, what are the details and the timetable?

- (c) In the event that the ratings are still low after the review and the implementation of improvement measures, will the Government consider other measures to fulfil or even enhance the public purposes and missions of RTHK?**

RTHK's Reply:

- 20) (a) RTHK does not have the information about the output hours and production costs of the commercial TV broadcasters for comparison.
- (b) Commercial TV broadcasters tend to produce popular programmes, such as dramas, entertainment programmes and variety shows, etc., to attract audiences. According to the "Charter of Radio Television Hong Kong", as a public service broadcaster, RTHK should provide TV services in areas not adequately provided by commercial TV broadcasters. Therefore, RTHK's programming differs from that of the commercial TV broadcasters. RTHK's TV programmes must cater to the interests and needs of a broad spectrum of audiences as well as minority interest groups, promote education and culture, provide timely public affairs programmes, offer a platform for information and discussion, encourage creativity and local original contents to provide nutrients for community and culture, and produce diversified and less popular programmes. Hence, it is hard for RTHK to compare with commercial channels on TV ratings. TV ratings are neither the major nor sole indicator for RTHK's performance. Nevertheless, RTHK accepts the Audit Report's recommendations and will consider setting targets or benchmarks for different types of RTHK programmes based on the quality of programme (e.g. appreciation index) and awareness level, to make a more meaningful assessment of TV programmes. RTHK will also collect cross-media ratings to obtain more comprehensive information on the viewership of RTHK programmes.

RTHK has plans to introduce trackers to all mobile applications in 2019-20 in order to have a more effective count of the mobile usage.

- (c) RTHK will strengthen the services of RTHK TV 31 and 32, review the following items and set out improvement measures:
- (i) first-run programme hours;
 - (ii) enrich programme contents and broadcast more international sports events;
 - (iii) enhance publicity and promotional activities to improve the awareness level of RTHK; and
 - (iv) collect public views on the contents of RTHK TV programmes through survey and group discussions, in order to review the programme strategy.

RTHK will continue monitoring the performance of RTHK's TV services and make appropriate improvements, so as to fulfil the public purpose and mission of establishing RTHK.

Others

- 22) Since the trial run of the digital terrestrial television (DTT) channels in January 2014, what are the resources allocated to TV programme production per annum and the changes in the amount of resources allocated respectively? Please set out by year (from January 2014 to November 2018) the changes in the budget, staffing, working hours of the staff, and facilities (such as equipment and studios areas) for TV programme production.**

RTHK's Reply:

- 22) For the resources allocated to TV programme production and the changes, please refer to **Annex 14** for details.

As regards production studios, RTHK has all along been using four TV studios, which are of 1 150 square metres in total. In the past five years, RTHK had also increased approximately 82 square metres of floor area for in-house programme productions by refurbishing and reshuffling the usage of areas within the TV House on the Broadcast Drive. These include

one server room, one presentation room, one file ingestion room and one quality control room.

With regard to the equipment, the acquisition made and refurbishment projects conducted by RTHK in the past five years for the provision of DTT services include:

Financial Year	Equipment and Refurbishment Projects
2015-16	<ul style="list-style-type: none"> • Development of TV Presentation System
2016-17	<ul style="list-style-type: none"> • Acquisition of additional production equipment and system • Production systems enhancement, such as the exchange and ingestion servers for editing services • Development of the integrated library management system
2017-18	<ul style="list-style-type: none"> • Refurbishment of the TV post-production suite • Refurbishment of the studio at the Educational Television Centre • Expansion of the Chinese news video production system
2018-19	<ul style="list-style-type: none"> • Replacement of the aged satellite dish at the Broadcasting House • Acquisition of video server for live subtitle with live edit feature • Acquisition of the 2nd TV copies system • Enhancement of the existing on-air operation system

- 23) Referring to the above question, has an assessment been made to evaluate whether the budget would meet the requirements of the provision of DTT services, broadcasting hours and programmes (including the provision of diversified in-house production and acquired programmes)?**

RTHK's Reply:

- 23) From 2013-14 onwards, RTHK has been provided funding to develop DTT services. RTHK has launched the current

three DTT channels and increased the number of first-run programme hours since January 2014. With the gradual increase in resources, the number of first-run programme hours of RTHK TV programmes will increase from 1 409 in 2017-18 to 1 566 in 2018-19. The allocated provision and first-run programme hours from 2013-14 to 2018-19 are as follows:

Year	Allocated Provision (million dollars)	First-run Programme Hours
2013-14	361.5	764.4
2014-15	372.5	1 349
2015-16	416.2	1 334
2016-17	522.3	1 398
2017-18	541.4	1 409
2018-19	565.2 (revised estimate)	1 556

In 2019-20 and 2020-21, the number of first-run programme hours of RTHK TV programmes will be further increased to 1 734 and 1 810 respectively.

RTHK will continue to provide a wide range of in-house productions and acquired programmes in accordance with the purposes and mission, as well as the targets of TV services stated in the “Charter of Radio Television Hong Kong”.

- 24) Since the trial run of the DTT channels in January 2014 to November 2018, what are the changes in areas (e.g. facilities such as recording studios) used for in-house production of programmes (including radio and TV programmes)? What was the usage of the facilities (e.g. the serviceable life of the facilities) in the Broadcasting House (BH)? Has an assessment been conducted to evaluate the effect on the usage of facilities resulted from not being able to commence the construction of the New BH?**

RTHK’s Reply:

- 24) To meet the developmental needs of radio and TV production, RTHK has refurbished and reshuffled the usage of areas within the existing buildings on the Broadcast Drive in the past five years. Approximately 165 square metres of floor areas in total for in-house programme productions (including radio and TV

programmes) were made through refurbishment and reshuffling. These include three server rooms, one master control room, two presentation rooms, three editing rooms, one file ingestion room and one quality control room. Meanwhile, RTHK has carried out various projects to upgrade its equipment and enhance its facilities.

In 2015-16, RTHK had upgraded the continuity studios for Chinese Programme Services of the Radio Division, refurbished the Central Control Room, acquired a virtual set studio, developed and backed up the TV Presentation System, etc.

In 2016-17, RTHK had acquired additional production equipment and system to further develop its existing DTT service; enhanced production systems, such as the exchange and ingestion servers for editing services and the radio production studio; replaced the audio mixer in the production studio; developed the integrated library management system; acquired the news management system, etc.

In 2017-18, RTHK had upgraded the on-air routing system, audio mixing equipment, and the uninterruptible power supply. In addition, it refurbished the TV post-production suite and the studio at the Educational Television Centre, and expanded the Chinese news video production system.

In 2018-19, RTHK will refurbish the aged radio telephone booth and radio news studio, replace the aged satellite dish at the Broadcasting House, acquire a video server for live subtitle with live edit feature and the 2nd TV copies system, and enhance the existing on-air operation system.

The BH and the TV House were built in 1969 and 1975 respectively. Lacking of space and the ageing infrastructure pose challenges to RTHK's development in digitalisation. Before the re-provisioning of the new building, RTHK will continue to strengthen maintenance and repair. Multiple temporary measures are to be adopted to improve the existing facilities and work environment of RTHK's buildings on Broadcast Drive, so as to ensure that RTHK can provide professional public service broadcasting to the general public.

- 25) **The Charter of Radio Television Hong Kong stipulates that as the public service broadcaster in Hong Kong, RTHK has the purposes and missions of: A) encouraging social inclusion and pluralism; B) promoting education and learning; and C) serving a broad spectrum of audiences and catering to the needs of minority interest groups. As the purposes and missions are different from those of the commercial broadcasters, is it appropriate to use ratings as one of the main indicators for measuring programme performance? Apart from ratings, will other indicators be developed to evaluate the programmes?**

RTHK's Reply:

- 25) According to the "Charter of Radio Television Hong Kong", as a public service broadcaster, RTHK should provide TV services in areas not adequately provided by commercial broadcasters, which differentiates RTHK from commercial broadcasters in programmes arrangements. RTHK's TV services need to cater for the interests and needs of a broad spectrum of audiences as well as minority interest groups, promote education and cultures, provide timely public affairs programmes, offer a platform for information and discussion, encourage creativity and local original contents, provide nutrients for the community and culture, and produce diversified and less popular programmes. As such, TV ratings are neither the major nor sole indicator for RTHK's performance. RTHK agrees with the Audit Report's recommendations and will collect cross-media TV ratings to obtain more comprehensive information on the viewership of RTHK programmes and consider setting targets / benchmarks for different types of RTHK programmes based on the quality of programme (e.g. appreciation index) and awareness level, to make a more meaningful assessment of TV programmes.

- 26) It has been learnt that after a commercial television company had renewed its licence for 12 years in May 2015, the Communications Authority (CA) began to allow the company to broadcast RTHK programmes during non-prime time on weekdays. At that time, RTHK had reservations about the arrangement but its views were not accepted by CA. Has an assessment been made to evaluate the effect of the said arrangement on the ratings of the RTHK programmes?**

RTHK's Reply:

- 26) According to CA, prime time slot is the period from 7:00 p.m. to 11:00 p.m.

Since September 2016, the broadcast time of the RTHK programmes at that commercial TV broadcaster was changed from 7:00 p.m. to 7:30 p.m. to 6:00 p.m. to 6:30 p.m. The number of TV viewers in Hong Kong during that period (6:00 p.m. to 6:30 p.m.) is generally only half or less in comparison with that during 7:00 p.m. to 7:30 p.m.

Non-civil Service Staff in RTHK as at 31.3.2018

Non-civil Service Contract Job Title	Number
Creative Director	1
Head of Programme & Content Management	1
Assistant Content Management Officer	1
Executive Producer	1
Newscast Director	3
Sub-editor	2
Senior Producer	4
Producer	6
Assistant Producer	50
News Announcer	1
Principal Multimedia Sub-editor	2
Senior Multimedia Journalist	4
Multimedia Journalist	12
Multimedia Sports Reporter	1
Multimedia Web Designer	2
Operation Support Officer	1
Project Officer	3
Assistant Project Officer	5
Assistant Reference Library Officer	1
Assistant Scheduling Officer	3
Assistant Subtitling Officer	1
Corporate Communications Assistant	1

Non-civil Service Contract Job Title	Number
Floor Manager	1
Deputy Outside Broadcast Production Manager	2
Radio Studio Services Assistant	1
TV Studio Services Assistant	1
Film Crew Assistant	1
Production Assistant	5
Image Designer (Costume)	1
Hair Dresser	3
Make-up Stylist	3
Cameraman	1
Photographer	1
Lightingman	1
Set Designer	3
Video Editor	3
Video Tape Technician	1
Videographer	2
Audio Dubbing Technician	2
Electrician	1
Senior Scene Crew	5
Scene Crew	2
Scene Painter	1
Senior Engineer (Building Services)	1
Engineer (Building Services)	1
Engineer III	2

Non-civil Service Contract Job Title	Number
Engineer II	7
Engineer I	7
Network Engineer	1
IT Support Officer	1
Senior Network Support Officer	1
Network Support Officer	1
Network Support Assistant	1
System Development Officer	1
System Consultant	2
System Analyst	1
Web Copywriter	1
Senior Administrative Assistant	1
Administrative Supervisor	1
Administrative Assistant	8
Assistant Accounting Manager	1
Assistant Training Officer	1
General Clerk	1
Total	188

Hours of acquired TV programmes in each of the past 12 months and the proportion to broadcasting hours of RTHKTV 31:

Month	Hours of Acquired Programmes	RTHKTV 31 Broadcasting Hours	Proportion of Acquired Programmes
January 2018	116.5 hours	589 hours	19.78%
February 2018	116.5 hours	532 hours	21.90%
March 2018	128.5 hours	589 hours	21.82%
April 2018	122.5 hours	570 hours	21.49%
May 2018	136.25 hours	589 hours	23.13%
June 2018	129 hours	570 hours	22.63%
July 2018	127.5 hours	589 hours	21.65%
August 2018	126.5 hours	589 hours	21.48%
September 2018	119.5 hours	570 hours	20.96%
October 2018	122 hours	589 hours	20.71%
November 2018	121.75 hours	570 hours	21.36%
December 2018	131 hours	589 hours	22.24%

Hours of acquired radio programmes in each of the past 12 months and the proportion to the total broadcasting hours:

Month	Acquired Programmes Hours	Total Broadcasting Hours	Proportion
January 2018	92 hours	4 989.0 hours	1.84%
February 2018	80 hours	4 506.0 hours	1.78%
March 2018	92 hours	4 989.0 hours	1.84%
April 2018	87 hours	4 827.5 hours	1.80%
May 2018	66 hours	4 989.0 hours	1.32%
June 2018	70 hours	4 827.5 hours	1.45%
July 2018	67 hours	4 989.0 hours	1.34%
August 2018	82 hours	4 989.0 hours	1.64%
September 2018	74 hours	4 827.5 hours	1.53%
October 2018	58 hours	4 989.0 hours	1.16%
November 2018	70 hours	4 827.5 hours	1.45%
December 2018	78 hours	4 989.0 hours	1.56%

List of Acquired TV Programmes broadcast on RTHK 31 in 2014

- Disappeared Construction
- Porcelain
- Takeshi's Art Beat
- Little Human Planet
- Giselle
- The Nutcracker
- Currency
- Hugh's Fish Fight
- The Green Journey: Scrapheap Orchestra
- Vanguard
- Go Back To Where You Came From
- The Cruel War: Songs of War
- The Cruel War: The Pity of War
- The Cruel War: Footprints of War
- Zoobabu
- Dipdap
- Raa Raa The Noisy Lion
- Sandra, The Fairytale Detective
- Warm and Cold We Share Together
- Agricultural Paradise
- A Life of Tempestuous Waves
- Against All Odds: Poor Kids
- Against All Odds: Ukraine's Forgotten Children
- Against All Odds: Deaf Teens - Hearing World
- Against All Odds: After the Apocalypse
- Against All Odds: Kashmir's Torture
- Against All Odds: The Turtle Boy
- Against All Odds: Doctors without Borders
- Supersized Earth
- BBC Selections: Secret World of Materials (Metal)
- BBC Selections: Secret World Of Materials (Plastic)
- BBC Selections: Secret World of Materials (Ceramics)
- BBC Selections: Tomorrow's World
- BBC Selections: Inside My Mind
- BBC Selections: Prehistoric Autopsy - Neanderthal

- BBC Selections: Prehistoric Autopsy - Homo Erectus
- BBC Selections: Prehistoric Autopsy - Lucy
- BBC Selections: How to be More Creative
- BBC Selections: The Hunt For AI
- BBC Selections: Global Weirding
- BBC Selections: Voyager - To The Final Frontier
- BBC Selections: How Big is the Universe
- BBC Selections: How Small is the Universe
- BBC Selections: In Orbit - How the Satellites rule our world
- BBC Selections: The Great Japanese Retirement
- BBC Selections: World's busiest maternity ward
- BBC Selections: Swallowed by a Black Hole
- BBC Selections: Life, Death and Mistakes
- BBC Selections: Fighting Cancer
- BBC Selections: Inside the Cell
- BBC Selections: When Bjork Met Attenborough
- BBC Selections: Out of Control
- BBC Selections: Why Don't You Speak English
- BBC Selections: The Men who Made Us Thin
- BBC Selections: The Coffee Trail With Simon Reeve
- BBC Selections: The Tea Trail With Simon Reeve
- BBC Selections: India's Supersize Kids
- BBC Selections: Where is Flight MH370?
- BBC Selections: Chopin Saved My Life
- BBC Selections: Junk Food Mum
- BBC Selections: The Men Who Made Us Buy
- BBC Selections: Agnetha - Abba & After
- BBC Selections: David Bowie - Five Years
- BBC Selections: The Story Of Quadrophenia - Can You See The Real Me?
- BBC Selections: Roberta Flack - Killing Me Softly
- Somewhere On Earth
- Through Your Eyes
- Explore More II
- Faces From Places

List of Acquired TV Programme broadcast on RTHK 31 in 2015

- Takeshi's Art Beat
- Design Ah!
- Billy Joel: Live At Shea Stadium
- Santana: Live in Mexico
- Don McLean: American Troubadour
- Stevie Wonder: Live At Last
- 2Cellos - Live at Arena Pula
- Hugh Laurie: Copper Bottom Blues
- Tony Bennett & Lady Gaga: Cheek to Cheek
- Joan Baez - How Sweet The Sound
- Romeo & Juliet
- La Traviata
- Sleeping Beauty
- The Tsarina's Slippers
- The Marriage of Figaro
- Carmen
- Swan Lake
- Barber of Seville
- The Wayward Daughter
- A History of Jazz: Oxygen for The Ears
- Judy Collins: Live At the Metropolitan
- The Cure at Hurricane Festival
- Kraftwerk - Pop Art
- The Piano Guys live at Red Butte Garden
- Stradivarius: Mysteries of the Supreme Violin
- Currency
- Money World: Hidden Economy: Money and Power in North Korea
- Money World: Backlight: Big Data; the Shell Search
- Money World: Backlight: The Tax Free Tour
- Money World: Fair Trade - Behind the Scenes
- Money World: Charity Business: Humanitarian Excesses
- Money World: Backlight: The Africa-China Connection
- The Green Journey: Scrapheap Orchestra
- The Green Journey: Filmstar Fish, Struggle for Survival
- The Green Journey: The Seahorse Man

- The Green Journey: Rooftop Rainforest
- The Green Journey: Trash to Treasure
- The Green Journey: A Meaty Issue
- The Green Journey: E-Waste Tragedy
- The Green Journey: Zero Waste
- The Green Journey: Toxic Clothing
- The Green Journey: Backlight: Seed Battles
- The Tipping Points
- The Green Journey 2: SOS - Earth Calling!
- Tasty Tale
- International Insight: Ebola Frontline
- International Insight: Children on the Frontline
- International Insight: Lovebirds - Rebel lovers in India
- International Insight: Across Land Across Sea
- International Insight: Fukushima
- International Insight: Google and the World Brain
- International Insight: Murky Water
- International Insight: Hell In Paradise
- International Insight: Dust
- The Cruel Wars II: Apocalypse - The Rise of Hitler (Part I)
- The Cruel Wars II: Apocalypse - The Rise of Hitler (Part II)
- The Cruel Wars II: General Ishiwara: The Man Who Triggered the War
- The Cruel Wars II: Japan, the Emperor, and the Army
- The Cruel Wars II: Last Day in Vietnam (Part 1)
- The Cruel Wars II: Last Day in Vietnam (Part 2)
- The Cruel Wars II: Afghanistan 1979, The War That Changed the World 001
- The Cruel Wars II: Islamic State: The Origins of IS
- International Insight 2: Panorama: The Long Road - Europe's Border Crisis
- International Insight 2: Escape from ISIS
- International Insight 2: Pepe Mujica - Lessons from the Flowerbed
- The Norden
- Caps Club
- Zoobabu
- Dipdap
- Carefree Capers
- Raa Raa The Noisy Lion
- Sandra, The Fairytale Detective
- Sarah and Duck

- Earth to Luna
- Manon
- Mily Miss Question
- Agricultural Paradise
- The Great Outdoors: Our National Parks
- Pump Up Old Folks: Hip Hop-Eration
- Pump Up Old Folks: Cyber Seniors
- Pump Up Old Folks: The Optimists
- Pump Up Old Folks: Adrift in Old Age
- Pump Up Old Folks: Adrift in Old Age - Living with Dementia
- Pump Up Old Folks: The Retirement Gamble
- Pump Up Old Folks: Life and Death in Assisted Living
- Pump Up Old Folks: Two Raging Grannies
- Legendary Tales: IM Pei-Learning from Light
- Legendary Tales: Picasso, The Legacy
- Legendary Tales: Yoyoi Kusama: The Polka Dot Princess
- Legendary Tales: John Cage - Journeys in Sound
- Legendary Tales: Aung San Su Kyi, Freedoms As Legacy
- Legendary Tales: Nelson Mandela, The Myth & Me
- Legendary Tales: The Worlds of Philip K. Dick
- Legendary Tales: Orson Welles: Shadows And Light
- Come and See My World
- Science With You: Secrets of a Long Life
- Science With You: Science of Fasting
- Science With You: Gut Our Second Brain
- Science With You: Invisible Revolutions
- Science With You: Mystery of Dark Matter
- Science With You: Super Fungi
- Science With You: Body Language
- Science With You: Inside a Trader's Brain
- Science With You: Amazon Code
- Science With You: Panorama: To Walk Again - A Medical Miracle
- Science With You: Allergy: The Toxic Burden
- Science With You: Chronobiology
- Science With You: Medicines and Children
- Science With You: Horizon: Battle In Your Mind
- Science With You: Will We Soon Be Eating In Vitro Meat
- Science With You: Deep Down & Dirty - The Science of Soil

- Science With You: Digital Memory Gatekeepers
- Science With You: Animals Doctors
- Science With You: Operation Wild
- Science With You: The Fantastical World of Hormones
- Science With You: Horizon: Cats Uncovered
- Science With You: A Natural History of Laughter
- Science With You: Superlife
- Science With You: Party Animals
- Science With You: Survival of the Fabulous
- Science With You: Secret Life of Twins
- Science With You: Mars, The Ultimate Frontier
- Science With You: Custom Made Babies, The Future Of Human Reproduction
- Science With You: Immortals
- Science With You: Nanomedicine
- Science With You: The Empire of the Scents
- Science With You: Medical Revolution
- Secrets of Bones
- The Mysteries of the Brain
- Through Your Eyes
- Marco Polo: The China Mystery Revealed
- Faces From Places
- Ghost Fleet: The Epic Voyage of Zheng He
- Koxinga: A Hero's Legacy

List of Acquired TV Programme broadcast on RTHK 31 in 2016

- Design Ah! 2
- A Kylie Christmas
- 64
- Money World II: Falciani's Tax Bomb - The Man Behind The Swiss Leaks
- Money World II: Land Grabbing
- Money World II: Europe For Sale
- Money World II: Vino Business
- Money World II: Safari tourism: Paying to Kill
- Money World II: Trillion Dollar Island
- Money World II: Fantasy Sports Gamble
- Money World II: Planet FIFA
- Money World III: Panama Papers: The Hold-up of the Century
- Money World III: Art Trafficking - A Gray Market
- Money World III: Electricity: The Price to Pay
- Money World III: Backlight: The Breakthrough in Renewable Energy
- Money World III: Backlight: The Chinese World Order
- Money World III: Chocolate is the New Black Gold
- Money World III: Gaming, The Digital Revolution
- The Green Journey III: The Bee Effect
- The Green Journey III: Blood Lion
- The Green Journey III: Gambling on Extinction
- The Green Journey III: What future for the Oysters
- The Green Journey III: Sand Wars
- The Green Journey III: Inside fur
- The Green Journey III: Unbreathable: Cities on the Verge of Asphyxiation
- The Green Journey III: Dirty Gold War
- The Green Journey III: Gringo Trails
- The Green Journey III: Backlight: Fossil Free
- Tasty Tale 2
- Ainsley Eats the Street
- International Insight 2: Nuclear Nation II
- International Insight 2: Chechnya - War Without Trace
- International Insight 2: Cotton
- International Insight 2: I am Kuba
- The Norden

- International Insight 3: Two Black Men A Week
- International Insight 3: Ghostland
- International Insight 3: The Great European Disaster Movie
- International Insight 3: Reach for the Sky
- International Insight 3: Inside IS
- International Insight 3: Children On The Frontline
- International Insight 3: Watani: My Homeland
- International Insight 3: Babushkas of Chernobyl
- International Insight 3: India's Daughter
- International Insight 3: Europe for Sale
- Rita & Whatsit
- Earth to Luna
- Manon
- Mily Miss Question
- Full Proof
- Mimi & Lisa
- Zack & Quack
- No Direction Home: Bob Dylan
- Agricultural Paradise
- Different Lives: The Flying Stars
- Different Lives: Gayby Baby
- Different Lives: Shibuya Crossing
- Different Lives: Light Fly Fly High
- Different Lives: Song From The Forest
- Different Lives: Taiga
- Different Lives: Alice Cares
- Different Lives: Radioman
- Different Lives: Tears of a Thief
- Different Lives: Transforming Gender
- Different Lives: No Word for Worry
- Different Lives: Lost and Found
- Science With You: In Search of Colour (Ep 1)
- Science With You: In Search Of The Dark
- Science With You: Cosmic Dawn: The Real Moment of Creation
- Science with You 2: Aftershock: The Hunt for Gravitational Waves
- Science with You 2: Oceans of the Solar System
- Science with You 2: Islands of Evolution
- Science with You 2: Dynamic Salt

- Science with You 2: Is Anybody Out There
- Science with You 2: The Visit - An Alien Encounter
- Science with You 2: Backlight: The Human Rebot
- Science with You 2: Horizon: How to Build an Astronaut
- Science with You 2: End of Memory?
- Science with You 2: Brain Power
- Science with You 2: Secret Life of Midges, The
- Science with You 2: Under the Pole
- Science with You 2: Cancer: The New Trailblazers
- Science with You 2: From Baby to Kiss
- Science with You 2: Autists: A Place Among The Others?
- Science with You 2: Our Genes Under Influence
- Science with You 2: Space Robot Revolution
- Science with You 2: Inside Einstein's Mind
- Science with You 2: Memory Hackers
- Science with You 2: Climate: A Few Degrees Less
- Science with You 2: Hurricane: The Anatomy
- Science with You 2: Empathy the Heart's Intelligence
- Science with You 2: Sonic Magic
- Science with You 2: Zero Gravity: A mission in space
- Science with You 2: Project Greenglow and the Quest for Gravity Control
- Science with You 2: The Dark Energy Mystery
- Science with You 2: The Truth About Dementia
- Science with You 2: Immortality, the last frontier
- Science with You 2: Lost and Sound
- Science with You 2: The Experiment
- Science with You 2: The Dark Side of a Pill
- Science with You 2: Aliens: The Big Think
- Science with You 2: The Fabulous Story of Canelle the Chimp
- Science with You 2: Medical Revolution-Back Pain and the Brain
- Science with You 2: Medical Revolution-Preventing Dementia
- Science with You 2: Origins of Land-Nishinoshima Island
- Science with You 2: Bacterial World
- Science with You 2: Secret Life of Growing Up Episode 1
- Science with You 2: Secret Life of Growing Up Episode 2
- Science with You 2: The Funny Side of Science
- Science with You 2: Mosquitoes - Annoying Invaders
- Along the banks of the Yangtze

- Behind the Champions: Sir Alex Ferguson - Secrets of Success
- Behind the Champions: First - The Official Film of the London 2012 Olympics (Part 1)
- Behind the Champions: First - The Official Film of the London 2012 Olympics (Part 2)
- Behind the Champions: The Equalizer
- Behind the Champions: Doped
- Behind the Champions: Munich '72 and Beyond
- Behind the Champions: Nadia Comaneci, The Gymnast and the Dictator
- Behind the Champions: Hitler's Champions #1
- Behind the Champions: Hitler's Champions #2
- Behind the Champions: Jesse Owen
- Bridge the Gap
- Caribbean with Simon Reeve, Ireland with Simon Reeve, Greece with Simon Reeve, Simon Reeve's Sacred Rivers
- Explore More III
- Cariocas Today

List of Acquired TV Programme broadcast on RTHK 31 in 2017

- Abandoned Engineering
- Design Ah! 2
- The Eight Seasons
- Hong Kong Philharmonic Orchestra At Musikverein
- Melody Gardot: Live at the Olympia Paris
- Gregory Porter: Live In Berlin
- 2Cellos at Sydney Opera House
- John Wilson at the BBC Proms - Tribute to Leonard Bernstein
- Salzburg Festival 2016: Yuja Wang and the Camerata Salzburg
- Money World III: Pirates: Threatening Global Trade
- Money World III: DAESH Financing System
- Money World III: America: The World's Anti Corruption Police
- Money World III: Higher Education: The New Global Economic War
- Money World III: The Price of Fairness
- Money World III: Zembra: Dutch roses from Ethiopia
- Money World III: Automation and the future of jobs
- Money World III: The Secret of Your Clothes
- Money World III: Appetite for Destruction: The Palm Oil Diaries
- Money World III: Inside the Storm
- Revolution School
- Everybody's Business
- 31 See the World: Inside the "Kimdom": North Korea Exposed
- 31 See the World: Syria's Disappeared: The Case Against Assad
- 31 See the World: Free Lunch Society
- 31 See the World: Mundiya Kepanga, The Voice of the Forest
- 31 See the World: South Korea: Success At All Costs
- 31 See the World: The Wait
- 31 See the World: Democracy Road
- 31 See the World: Venice, Holding Back The Tide
- 31 See the World: INDONESIA: The Invisible Giant
- 31 See the World: This World: North Korea - Murder in the Family
- 31 See the World: Burma, The Power of Monks
- 31 See the World: Segregation is Back
- 31 See the World: Cyborgs: Human Machines
- 31 See the World: The Grown Ups

- 31 See the World: The Other Jerusalem
- The Cruel War: Battle of Chosin
- The Cruel War: The Gathering Storm
- The Cruel War: The Phony War
- The Cruel War: Witness to a Massacre: Nanjing 1937
- The Cruel War: Blitzkrieg
- The Cruel War: Alone
- Sarah and Duck
- Zack & Quack
- Free as a Bird
- We're Going on A Bear Hunt
- The Stick Man
- Sydney Sailboat
- Floogals
- Kit & Kate
- Miru Miru
- Adele - Live in London
- Leonard Cohen: Bird On A Wire
- A Tribute to Barbara Streisand
- A Tribute to James Taylor
- Front and Centre: James Blunt
- Front and Centre: Norah Jones
- Soundstage: Tom Jones
- On the Run - Beyonce & Jay Z Live in Paris
- Soundtracks – Songs That Defined History
- Agricultural Paradise
- Legendary Scholar Lun Man-chui
- Born Naughty
- The World According to Kids
- Different Lives 2: Wandering Village
- Different Lives 2: A Young Patriot
- Different Lives 2: Cat Heaven Island
- Different Lives 2: Who's Gonna Love Me Now
- Different Lives 2: My Love, Don't Cross That River
- Different Lives 2: The Dreamer
- Different Lives 2: Rocking Cambodia: Rise of a Pop Diva
- Different Lives 2: Nowhere To Call Home
- Different Lives 2: Waiting for Invasion

- Different Lives 2: Pennies
- Different Lives 2: Survival Artists
- Different Lives 2: Raving Iran
- Science with You 3: Medical Revolution - Killer Stress #1
- Science with You 3: Medical Revolution - Killer Stress #2
- Science with You 3: Evolving AI: Blessing or Curse?
- Science with You 3: The Great Math Mystery
- Science with You 3: Ride the Tiger: A Guide Through the Bipolar Brain
- Science with You 3: Brain Overload
- Science with You 3: Do Animals Have Rights
- Science with You 3: Touch the Music
- Science with You 3: Planet Hunters
- Science with You 3: Dallol Volcano
- Science with You 3: Titans of the Deep
- Science with You 3: Horizon: Secrets of the Solar System
- Science with You 3: Beyond Earth
- Science with You 3: Forces of Nature
- Science with You 3: Dangerous Earth
- Science with You 3: Search for the Super Battery
- Science with You 3: The Musical Brain
- Science with You 3: The Nuclear Option
- Science with You 3: Deep Ocean: Lights in the Abyss
- Science with You 3: Miracle Body: Russia's Golden Mermaids
- Science with You 3: Secrets of Centenarians
- Science with You 3: Glucose Spike: Uncovering a Hidden Threat
- Science with You 3: How To Live Longer
- Science with You 3: Should We Go To Mars
- Science with You 3: Clean Eating
- Science with You 3: A World without Mosquitoes
- Science with You 3: Aids: Countdown to a Cure
- Science with You 3: The Science of Hypnosis
- Science with You 3: Life in Outer Space
- Science with You 3: Neutrinos – Messengers from the Edge of the Universe
- Science with You 3: Battle for Blood
- Science with You 3: Horizon: Why Did I Go Mad?
- Science with You 3: Horizon: ADHD & Me
- Science with You 3: Follow Your Nose - Cracking Smell's Code
- Science with You 3: 3D - Printing the Future

- Science with You 3: Horizon: Strange Signals From Space
- Science with You 3: Sound Waves - The Symphony of Physics
- Science with You 3: Military Medicine: Beyond the Battlefield
- Science with You 3: Poisoned Water
- Science with You 3: Superplants - Or how to make money from saving the environment
- Science with You 3: Tuberculosis - A Real Threat
- Science with You 3: X-Ray Run: The Secret of Movement
- Unseen Enemy
- Potential Hazards: The Meat Lobby: Big Business Against Health
- Potential Hazards: Fluoride: a Friend that wants to harm you
- Potential Hazards: Deodorant, Air Fresheners: The War of Odors
- Potential Hazards: The Fertility Business
- Potential Hazards: Luna Park, Adrenaline at all Costs
- Potential Hazards: Video Game Abuse is a Health Hazard
- Potential Hazards: In the Mind of Reckless Drivers
- Potential Hazards: Milk - Facts, Figures and Beliefs
- Potential Hazards: Lethal Fake Medicine
- Potential Hazards: Unfiltered - The Truth about Aerotoxic Syndrome
- Potential Hazards: Toxic Chemicals: Kids in Danger
- Potential Hazards: Supplements and Safety
- Potential Hazards: Fresh Fruit Fakers
- Potential Hazards: The Salmon Industry
- Potential Hazards: Why Trains Crash
- Potential Hazards: Backlight: What Makes You Click
- Potential Hazards: Tampon, Our Closest Enemy
- Potential Hazards: Tuna: What's in the Can?
- Potential Hazards: Toxic Waters
- Potential Hazards: Money Flows
- Potential Hazards: Global Water Wars
- China, Land of Colors
- Simon Reeve's Sacred Rivers, Operation Arctic, Pilgrimage With Simon Reeve, Turkey with Simon Reeve, Colombia with Simon Reeve
- Secret Cities
- Martin Clunes: Man & Beast

List of Acquired TV Programme broadcast on RTHK 31 in 2018

- Through the Heart of China
- Yo-yo Ma & Manfred Honeck in Baden-Baden 2016
- Verbier 2016: Kyung Wha Chung and Charles Dutoit
- Queen: Rock Montreal
- Air Supply: Live in Hong Kong
- Hollywood in Vienna 2017: A Tribute to Danny Elfman
- Netrebko and Hvorostovsky : Live in Red Square
- Luciano Pavarotti 2017 10th Anniversary Concert
- Stayin' Alive: A GRAMMY Salute To The Music Of The Bee Gees
- BBC Proms 2017: Last Night
- Morrissey 25: Live
- Norah Jones: Live At Ronnie Scotts
- A Cook Aboard
- No Passport Required
- The Wandering Chef's Yunnan Adventure
- The Life Swap Adventure
- Astronauts: Toughest Job in the Universe
- 31 See the World: The making of a Putin
- 31 See the World: Death in the Philippines
- 31 See the World: Daughter of the lake
- 31 See the World: The Home Show
- 31 See the World: Angela Merkel, The Unexpected
- 31 See the World: Women of the Venezuelan Chaos
- 31 See the World: Beyond Seeing and Hearing
- 31 See the World: Putin's Revenge
- 31 See the World: Black Code
- 31 See the World: Ocean's Cartels
- 31 See the World: E-Life
- 31 See the World: Wasted! The Story Of Food Waste
- 31 See the World: Land of the Free
- 31 See the World: The Balfour Declaration: The Promise to the Holy Land
- 31 See the World: The Plastic Surgery Capital of the World
- 31 See the World: Father Mother Donor Child
- 31 See the World: Can We Live With Robots?
- 31 See the World: What's Wrong With White America

- 31 See the World: Climate Challenge
- 31 See the World: Yemen, Kids and War
- 31 See the World: Erdoğan: The Dictator's Republic
- 31 See the World: Children of the Jihad, Ticking Time Bombs
- 31 See the World: Russian Spy Assassins: The Salisbury Attack
- 31 See the World: World Cup of Spies
- 31 See the World: Working with Weinstein
- 31 See the World: Singled Out
- 31 See the World: Silas
- 31 See the World: Iran, Dreams of an Empire?
- 31 See the World: India's Partition: The Forgotten Story
- 31 See the World: Cuba, Embracing its Future
- 31 See The World: Digital Addicts
- 31 See The World: Stacey Dooley Investigates: Russia's War on Women
- 31 See The World: Stacey Dooley Investigates: Young Sex for Sale in Japan
- 31 See The World: Old Marine Boy
- 31 See The World: Catalonia - War of the Flags
- 31 See The World: I'm Somewhere
- 31 See The World: Myanmar's Killing Fields
- 31 See The World: Backlight: The Immortals
- 31 See The World: Japan's Secret Shame
- 31 See The World: King's Coffee
- 31 See The World: Separated: Children at the Border
- 31 See The World: UN Sex Abuse Scandal
- 31 See The World: Anne & Jean-Paul Our World
- 31 See The World: Escaping the Venezuelan nightmare
- 31 See The World: The Ugliest Car
- 31 See The World: Toxic Trends-Food
- 31 See The World: Toxic Trends-Plastic
- The Cruel War: Barbarossa
- The Cruel War: A Day in Infamy
- The Cruel War: The Turning Point
- The Cruel War: The End of the Beginning
- The Cruel War: The Beginning of the End
- The Cruel War: Overlord
- The Cruel War: Hell is on Us
- The Cruel War: Unconditional Surrender
- The Cruel War: A Thousand Suns

- The Cruel War: The Arrow of Time, The Arrow of Time, Gorbachev and The Opportunity For Peace Wasted
- The Cruel War: Rise of the Superpowers
- The Cruel War: Paranoia
- The Cruel War: Revolution
- The Cruel War: Nuclear Poker
- The Cruel War: Peace and War
- The Cruel War: Cold War II
- The Cruel War: Warmonger
- The Cruel War: Falling Dominoes
- Animals that Changed History
- Napoleon Bonaparte, The Egyptian Campaign
- Napoleon - The Russian Campaign
- Apocalypse World War 1
- Waterloo, The Ultimate Battle
- The First Silent Night
- Sarah & Duck Season
- Nelly & Nora
- Hey Duggee
- Pablo
- Earth To Luna
- Granny, Butch and Waffles
- Floogals
- The Seven Ages of Elvis
- World's Wildest Weather
- Peking Opera Film: Dragon and the Phoenix Bringing Prosperity
- Farewell my Concubine
- Science with You: Hearing Voices
- Science with You: Horizon: Mars - A Traveller's Guide (2017)
- Science with You: Top Science Stories 2017
- Science with You: Beyond a Year in Space
- Science with You: Eclipse Over America
- Science with You: The 21st Century Race for Space
- Science with You: Space Probes
- Science with You: AI: Into the Real World
- Science with You: Deep Ocean: Journey to the Deepest
- Science with You: Brains in Danger
- Science with You: Expedition New Earth

- Science with You: Brain Factory
- Science with You: Let There Be Light
- Science with You: Black Hole Apocalypse
- Science with You: Expedition Volcano
- Science with You: Secret Life of Pearls
- Science with You: Deep Ocean: Giant of the Antarctic Deep
- Science with You: Iron Heart
- Science with You: The Crispr Revolution
- Science with You: Dust Storm
- Science with You: AI: Your New Brain
- Science with You: The Science of Dreams
- Science with You: Masters of the Elements: Fire
- Science with You: Masters of the Elements: Air
- Science with You: Masters of the Elements: Earth
- Science with You: Medical Revolution: Ghost Blood Vessels
- Science with You: The invisible enemy-deadly super pathogens from pharmaceutical factories
- Science with You: The Great Wild Indoors
- Science with You: First Face of the Americas
- Science with You: Fixing Nature - Water
- Science with You: Fixing Nature - Fire
- Science with You: Fixing Nature - Soil
- Science with You: The School of Tomorrow
- Science with You: Decoding the Weather Machine
- Science with You: Distracted While Driving
- Science with You: Rediscovering T.rex
- Science with You: Super Germs: The Deadly Enemies
- Science with You: Master of the Elements: Water
- Science with You: Car: from the Status Symbol to the Nightmare
- Science with You: Artificial Intelligence - will the robots ruin us?
- Science With You: Meet The Humans
- The Secrets Of Sleep
- The Secret Life of Springs
- Mainland Affairs: World's Forgotten Army
- Mainland Affairs: Exodus of 100 Million Farmers
- Mainland Affairs: Citizens Battle to Clear the Skies
- Mainland Affairs: Feeding Personal Wealth to Growth Industries
- Mainland Affairs: China's E-commerce Revolution

- Mainland Affairs: Complicit
- Mainland Affairs: When Siberia Will Be Chinese
- Mainland Affairs: The Chinese Lives of Uli Sigg
- Mainland Affairs: Plastic China
- Mainland Affairs: The Chinese Mayor
- Mainland Affairs: The Spokesperson
- Mainland Affairs: Still Tomorrow
- Mainland Stories 2018: China's Westward March
- Mainland Stories 2018: China's Leftover Men
- Mainland Stories 2018: Lady of the Harbour
- Mainland Stories 2018: My Chinese Boss
- Mainland Stories 2018: China on Film
- Route Awakenings
- Hidden History of FIFA World Cup
- Russia with Simon Reeve, Burma with Simon Reeve
- Life at the Extreme with Davina McCall
- Amazing Train Journeys
- Safari

List of acquired radio programmes in 2014

- “33rd Hong Kong Film Awards Presentation Ceremony”
- “BBC World Service Programmes”
- “Chamber Music Festival – Vadim Repin & Friends”
- “Chamber Music Festival Closing Night Gala”
- “The 66th Hong Kong Schools Music Festival”
- “Mei Yi Foo Piano Recital”
- “The King’s Singer Concert”
- “Ning Feng & Javier Violin & Piano Perianes Recital”
- “Great Sax Concert”
- “Doric String Quartet”
- Film (Audio): “Infernal Affairs”
- Film (Audio): “Infernal Affairs II”
- Film (Audio): “A World Without Thieves”
- Film (Audio): “Life Without Principle”
- Film (Audio): “Don’t Go Breaking My Heart”
- Film (Audio): “Overheard”
- Film (Audio): “Overheard 2”
- Film (Audio): “A Simple Life”
- Film (Audio): “The Last Tycoon”
- Film (Audio): “What Women Want”
- Film (Audio): “Forever and Ever”
- Film (Audio): “Shaolin Soccer”
- Film (Audio): “Love Lifting”
- Film (Audio): “Hooked on You”
- Film (Audio): “If You Are the One”
- Book (Audio): “Life and Death are Wearing Me Out”
- Radio Drama: 《圈子圈套 — 戰局篇》
- Radio Drama: 《圈子圈套 — 迷局篇》
- Radio Drama: 《圈子圈套 — 終局篇》
- Radio Drama: 《暗算 — 深海突圍》
- Radio Drama: 《暗算 — 特別情報》
- Radio Drama: “Candle in the Tomb: The Ruins of One Ancient City”
- Radio Drama: “Candle in the Tomb: The Lost Caverns”
- Radio Drama: “Drawing Sword”
- “2018 Shanghai TV Spring Festival Gala”

List of acquired radio programmes in 2015

- “34th Hong Kong Film Awards Presentation Ceremony”
- “BBC World Service Programmes”
- “City Chamber Orchestra of Hong Kong Concerts”
- “6th Hong Kong International Chamber Music Festival”
- “67th Hong Kong Schools Music Festival”
- “Concerts from European Broadcasting Union”
- “David Greilsammer Recital”
- “Jerusalem Quartet Recital”
- “Ning Feng and Southbank Sinfonia”
- “Avi Avital and the Cologne Academy at Hong Kong City Hall Concert Hall”
- Film (Audio): “Christmas Rose”
- Film (Audio): “Overheard 3”
- Film (Audio): “Unbeatable”
- Film (Audio): “The Big Boss”
- Film (Audio): “Way of the Dragon”
- Film (Audio): “Game of Death”
- Film (Audio): “Fist of Fury”
- Radio Drama: “White Deer Plain”
- Radio Drama: “The Flowers of War”
- Radio Drama: 《喬家的兒女》
- Radio Drama: “New Age of Marriage”
- Radio Drama: 《大崩潰》
- Radio Drama: “Premier of the Qing Dynasty”
- Radio Drama: “Multi Channel Tracking”
- Radio Drama: “Pride & Prejudice”
- Radio Drama: “Robinson Crusoe”

List of acquired radio programmes in 2016

- “35th Hong Kong Film Awards Presentation Ceremony”
- “68th Hong Kong Schools Music Festival”
- “BBC World Service Programmes”
- “City Chamber Orchestra of Hong Kong Concerts”
- “Hong Kong International Chamber Music Festival 2016”
- “Concerts from European Broadcasting Union”
- “Louis Schwizgebel Recital”
- “Concert by Narek Hakhnazaryan at the Hong Kong City Hall Concert Hall”
- Film (Audio): “The White Haired Witch of Lunar Kingdom”
- Film (Audio): “A Better Tomorrow”
- Film (Audio): “A Chinese Ghost Story”
- Film (Audio): “Rouge”
- Film (Audio): “Once a Thief”
- Film (Audio): “Little Big Master”
- Film (Audio): “Out of Inferno”
- Radio Drama: 《鬼吹燈之鎮庫狂沙》
- Radio Drama: 《鬼吹燈之金棺陵獸》
- Radio Drama: 《許我向你睇》
- Radio Drama: 《一厘米的陽光》
- Radio Drama: 《紅與黑》

List of acquired radio programmes in 2017

- “37th Hong Kong Film Awards Presentation Ceremony”
- “69th Hong Kong Schools Music Festival”
- “BBC World Service Programmes”
- “City Chamber Orchestra of Hong Kong Concerts”
- “Iskandar Widjaja Violin Recital at City Hall Concert Hall”
- “Hong Kong International Chamber Music Festival 2017”
- “American Boychoir Concert”
- “Z.E.N. Recital”
- Film (Audio): “Diva”
- Film (Audio): “Boat People”
- Film (Audio): “Fat Choi Spirit”
- Film (Audio): “Shanghai Grand”
- Film (Audio): “Song of the Exile”
- Book (Audio): 《童年的我·少年的我》
- Book (Audio): 《何紫兒童小說精選集》
- Book (Audio): 《何紫兒童小說精選集 2》
- Radio Drama: “Song of Huaru”
- Radio Drama: 《雪擁藍關》
- Radio Drama: 《大金王朝》
- Radio Drama: 《那個不為人知的故事》
- Radio Drama: 《歡樂頌 1》
- Radio Drama: 《歡樂頌 2》

List of acquired radio programmes in 2018

- “37th Hong Kong Film Awards”
- “70th Hong Kong Schools Music Festival”
- “BBC World Service Programmes”
- “City Chamber Orchestra of Hong Kong Concerts”
- “10th Anniversary Gala Concert”
- “Concerts from the 9th HK International Chamber Music Festival”
- “Danish Quartet Recital”
- “Hong Kong Sinfonietta Concert”
- Film (Audio): Eighteen Springs
- Film (Audio): A Better Tomorrow III: Love and Death in Saigon
- Film (Audio): An Autumn's Tale
- Film (Audio): The Last Message
- Film (Audio): Temporary Family
- Film (Audio): Office

Acquired Programme Committee Assessment Form**Mandatory Requirements:**

1. Programme content satisfies RTHK editorial standards.
2. Quality of the programme is up to prevailing technical requirements
 - Visual: 16:9 format, HD 1920x1080 unless with strong justifications (such as archive films)
 - Audio: Stereo with International Soundtracks (Mixed minus Narration)

Assessment Guidelines:

	Criteria	Marking Scheme	Subtotal
1.	Concept & ideas APC members should assess whether the concept and idea of the programme is unique and original; and how well it fits with channel strategy and positioning. The programme should be effective in achieving the channel's targets.	Outstanding (25-30) Effective (19-24) Moderate (13-18) Weak (7-12) Very Weak (0-6)	30
2.	Presentation skills APC members should assess the visual and audio presentation of the programme in terms of its structure, theme, style, format, talent employed and how the programme unfolds from beginning to end	Outstanding (25-30) Effective (19-24) Moderate (13-18) Weak (7-12) Very Weak (0-6)	30
3.	Informative & educational values The programme should provide information and/or knowledge that would help widen the vision of our audience. Topics rarely featured on local TV would be more desirable.	Outstanding (17-20) Effective (13-16) Moderate (9-12) Weak (5-8) Very Weak (0-4)	20
4.	Attractiveness of the programme The programme should be appealing to the general population in Hong Kong and can enhance the channel's engagement with local TV audience	Outstanding (17-20) Effective (13-16) Moderate (9-12) Weak (5-8) Very Weak (0-4)	20
		Total marks:	100

** Programmes scoring 60% or above in total will be recommended by the Acquired Programme Committee for acquisition.

Acquired Programme Committee Assessment Form

Title Name	Epi	Dur.	Year	Concept and ideas	Presentatio n Skills	Info. and Edu. values	Attractivene ss
Genre: Arts and Culture							
Distributor Name: <u>Company A</u>				30%	30%	20%	20%
Title A	13	26	2016				
Distributor Name: <u>Company B</u>				30%	30%	20%	20%
Title D	2	52	2016				
Genre: Continuing Education							
Distributor Name: <u>Company B</u>				30%	30%	20%	20%
Title C	1	52	2016				
Genre: Mainland Affairs							
Distributor Name: <u>Company B</u>				30%	30%	20%	20%
Title B	6	26	2016				

Signature: _____

Date: _____

Name: _____

Title: _____

Community Involvement Broadcasting Fund Guide to the Auditors on Limited Assurance Engagement

1 Background

- 1.1 The Government of the Hong Kong Special Administrative Region (The Government) had established the Community Involvement Broadcasting Service (CIBS) and tasked Radio Television Hong Kong (RTHK) to devote part of its airtime to provide a platform for the community, non-government organisations and the underprivileged to participate in broadcasting. The Government has also established the Community Involvement Broadcasting Fund (CIBF) to provide funding for application by groups or individuals interested in producing radio programmes under the CIBS.
- 1.2 RTHK administers the CIBS and CIBF to encourage community organisations or individuals to bid for resources for the production of radio programmes and arranges for the programmes to be broadcast on RTHK.

2 Conditions for Disbursement of Approved Fund

- 2.1 After the completion of the programme, the Applicant subsidised by CIBF shall submit to RTHK a Limited Assurance Engagement Report prepared by a practicing Certified Public Accountant (Auditor) registered under the Professional Accountants Ordinance (Cap. 50). The approved fund or the remaining approved fund shall be disbursed to the applicant upon acceptance of the “Limited Assurance Engagement Report” by RTHK.
- 2.2 RTHK reserves the right to withhold the approved fund or disburse only part of the approved fund if the performance of the Applicant is found unsatisfactory or if the Applicant breaches any terms and conditions of approved funding as stated in the agreement.
- 2.3 RTHK reserves the right to demand from the Applicant compensation of administrative cost if the Applicant fails to submit the programmes, or the programme is unsuitable for broadcast for any reason. The administrative cost will normally not exceed 20% of the approved fund.

3 Guidelines on Use of Approved Fund by Applicant

- 3.1 Ensure the proper use of approved fund.
- 3.2 The approved unit rate and quantity of each approved item are fixed. Unless otherwise agreed by RTHK, unit rate and / or quantity of each approved item shall not be enhanced in any event.

3.3 The applicant is prohibited from obtaining any revenue or interest from the programme productions or activities related to the production apart from the approved fund.

4 Guidelines for Limited Assurance Engagement

4.1 The auditor should comply with the relevant Standards and Statements of Professional Ethics issued and updated from time to time by the Hong Kong Institute of Certified Public Accountants.

4.2 The Applicant should prepare a Statement of Expenditure (refer to Annex 1) for the programme approved under CIBF and submit completed Annex 1 – 8 to auditor. The auditor should check whether the actual expenditure conform to the approved categories and items.

4.3 All expenditure should be recorded in a separate and complete set of books and records. The related expenditure and procurement records should be properly maintained, including invoices; receipts; counterfoils; names; HKID Card numbers; job titles; dates of service; episodes involved; acknowledgement receipts with date of payees for honorarium (refer to Annexes 2-4); procurement records (refer to Annexes 5-7); registers for procurement of CDs (refer to Annexes 8), etc. The dates of the expenditure and procurement records to be audited should be no earlier than the effective date of agreement and no later than the signing date of the Limited Assurance Engagement Report.

4.4 All procurement of goods and services should follow the instructions listed in paragraph 8 of the Handbook for Community Involvement Broadcasting Service and should include relevant proof of price quotations (refer to Annex 9).

5 Limited Assurance Engagement Report

5.1 The auditor should provide a Limited Assurance Engagement Report for the programme (refer to Annex 10).

5.2 The Annex 1 Statement of Expenditure should be included to the Limited Assurance Engagement Report.

Checklist:

1. Statement of Expenditure
2. Claim Form for Honorarium Expenditure
3. Acknowledgement of Honorarium
4. List of Production Crew
5. Summary Record for Procurement of Services and Goods above HK\$1,000
6. Summary Record for Procurement of Services and Goods up to HK\$1,000
7. Result of Quotation for Procurement
8. CD Register
9. Paragraph 8 of the “Handbook for Community Involvement Broadcasting Service”
10. Specimen Limited Assurance Engagement Report

Community Involvement Broadcasting Service Statement of Expenditure

This Annex should be completed and submitted to the auditor for audit.

For Official Use Only

Application No.:
Date:

Applicant: _____

Programme Title: _____

Person of the Organisation Responsible for the Application
(For Applicant as an Organisation): _____

Project Co-ordinator: _____

Date of Annex Submission to auditor: _____

Category (A)	Approved Item	Approved Head-count	Approved Amount	Actual Head-count	Actual Expenditure	Claim Amount
Production Crew – ("Honourarium")	Project Coordinator					
	Producer					
	Technical Producer					
	Scriptwriter					
	Researcher					
	Actor/Presenter					
	Sub-total (A)					

Details of the above expenditure can be referred to Annex 2 and 3

Category (B)	Approved Item	Approved Quantity	Approved Amount	Actual Quantity	Actual Expenditure	Claim Amount	Receipt No.
Services and Goods	Studio Rental (one-hour episodes)						
	Studio Rental (half-hour episodes)						
	Music CDs						
	CD-ROMs						
	Limited Assurance Engagement Report						
	Sub-total (B)						
Total (A) + (B)							

To conclude, the total claim amount of the title programme is HK\$_____.

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Certified by :

Signature of the applicant/ Person of the Organisation Responsible for the Application:

Name of the applicant/ Person of the Organisation Responsible for the Application:

Chop of the organisation: _____

Date: _____

Note:

1. As voluntarism is the core spirit of the CIBS, a standard honorarium of HK\$300 per episode, subject to a quota, will be granted to each participant assuming one of the following six types of job titles for each episode: producers, project coordinators, researchers, scriptwriters, actors/presenters and technical producers. The respective quota for producers, project coordinators and technical producers is one, researchers and scriptwriters two, and actors/presenters eight. The overall quota is ten. A person assuming more than one post for the same episode can only receive an honorarium of HK\$300.

2. Personal Information Collection Statement

- (a) Personal data provided by applicants in the application forms and all other documents will be used for the following purposes:
- i. Claim for honorarium expenditure;
 - ii. Review of the CIBS.

All personal data provided by applicants shall not be used for any purposes other than those stated above.

- (b) Applicants who wish to gain access or make corrections to their personal data may submit the requests in writing to the Secretariat to the CIBS project.

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Certified by :

Signature of the applicant/Person of the Organisation Responsible for the Application:

Name of the applicant/ Person of the Organisation Responsible for the Application:

Chop of the organisation: _____

Date: _____

Note:

1. Please list the no. of the episodes which the payee was involved, e.g.: 1st, 5th, etc.
2. Personal Information Collection Statement

- (a) Personal data provided by applicants in the application forms and all other documents will be used for the following purposes:
- i. Claim for honorarium expenditure;
 - ii. Review of the CIBS.

All personal data provided by applicants shall not be used for any purposes other than those stated above.

- (b) Applicants who wish to gain access or make corrections to their personal data may submit the requests in writing to the Secretariat to the CIBS project.

Signature: _____ Signature: _____

Name of Paying Officer: _____ Name of Witness: _____

Date: _____ HKID: _____

Relation with Applicant: _____

Date: _____

Certified by :

Signature of the applicant/ Person of the Organisation Responsible for the Application:

Name of the applicant/ Person of the Organisation Responsible for the Application:

Chop of the organisation: _____

Date: _____

Community Involvement Broadcasting Service List of Production Crew

This Annex should be completed and submitted to the auditor for audit.

Programme Title: _____

Episode: _____ (e.g. 1st, 2nd, etc)

Broadcast Date/Time: _____

	Name	Job Title	Dramatic Personae/Alias (if applicable)	Honorary Payment* (Y)
1		Producer		
2		Project Coordinator		
3		Researcher		
4		Researcher		
5		Scriptwriter		
6		Scriptwriter		
7		Actor/Presenter		
8		Actor/Presenter		
9		Actor/Presenter		
10		Actor/Presenter		
11		Actor/Presenter		
12		Actor/Presenter		
13		Actor/Presenter		
14		Actor/Presenter		
15		Actor/Presenter		
16		Actor/Presenter		
17		Technical Producer		

18				
19				
20				

* Mark "Y" if the person accepts payment.

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Certified by :

Signature of the applicant/ Person of the Organisation Responsible for the Application:

Name of the applicant/ Person of the Organisation Responsible for the Application:

Chop of the organisation: _____

Date: _____

**Community Involvement Broadcasting Service
Summary Record for Procurement of Services and Goods above HK\$1,000**

This Annex should be completed and submitted to the auditor for audit.

Name of Applicant: _____

Programme Title: _____

Period of Broadcast: _____ to _____

No.	Item (Brand, model & colour etc.) Note 1	Unit Rate (HK\$) (a)	Qt. (b)	Total (HK\$) (c) = (a) x (b)	Date of Obtaining quotation (DD/MM/YY)	Name of Supplier and Receipt No. Note 2	Location of Storage	No. of Quotations Obtained	Ref. No. of Quotations
			Total (HK\$)						

Note:

1. If any item of above is lost or damaged, please inform the Secretariat of Community Involvement Broadcasting Service in writing.
2. For the procurement of goods and services above HK\$1,000 but not more than HK\$50,000, at least two written quotations shall be obtained. For the procurement of goods and services above HK\$50,000, at least five written quotations shall be obtained. Applicants shall accept the lowest conforming offer.

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Certified by :

Signature of the applicant/ Person of the Organisation Responsible for the Application: _____

Name of the applicant/ Person of the Organisation Responsible for the Application: _____

Chop of the organisation: _____

Date: _____

Community Involvement Broadcasting Service
Summary Record for Procurement of Services and Goods up to HK\$1,000
(Details of Music CD procurement to be filled in another form)

This Annex should be completed and submitted to the auditor for audit.

Name of Applicant: _____

Programme Title: _____

Period of Broadcast: _____ to _____

No.	Item Note 1	Unit Rate (HK\$) (a)	Qt. (b)	Total (HK\$) (c) = (a) x (b)	Date of Procurement (DD/MM/YY) Note 2	Name of Supplier and Receipt No.
			Total (HK\$)			

Note:

1. If any item of above is lost or damaged, please inform the Secretariat of Community Involvement Broadcasting Service in writing and retain the good for audit/inspection.
2. For the procurement of goods and services up to HK\$1,000, an oral or written quotation shall be obtained. Efforts shall be made to ensure that the charges/prices are reasonable.

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Certified by :

Signature of the applicant/ Person of the Organisation Responsible for the Application: _____

Name of the applicant/ Person of the Organisation Responsible for the Application: _____

Chop of the organisation: _____

Date: _____

Community Involvement Broadcasting Service Result of Quotation for Procurement

This Annex should be completed and submitted to the auditor for audit. For quotation obtained in writing, please also attach the written quotation by supplier.

Name of Applicant: _____

Programme Title: _____

Type of Purchase: (Tick where appropriate)

Studio Rental

Others: _____

I. Requirement:

<u>Description</u>	<u>Quantity</u>	<u>File Ref. No</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

II. Quotation Obtained:

In writing^{Note 1}

Verbally^{Note 1}

Note:

1. For the procurement of services and goods over HK\$1,000 but not more than HK\$50,000, at least two written quotations shall be obtained. For the procurement of services and goods over HK\$50,000, at least five written quotations shall be obtained. Applicants shall accept the lowest conforming offer. For the procurement of services and goods up to HK\$1,000, an oral or written quotation shall be obtained. Efforts shall be made to ensure that the charges/prices are reasonable.

III. Quotation Summary:

Date of Obtaining Quotation	Time	Name of Supplier	Contact Person	Tel. No.	Unit Rate (HK \$)	Total Amount (HK \$)	The Accepted Supplier (Put ✓ on the row)	Remark (e.g. Why lowest offer is not accepted etc.)

Enquiry made by (the person who enquire and obtain the quotation cannot be the checking person):

Name: _____
 HK ID Card No.: _____
 Relationship with Applicant: _____
 Signature: _____
 Date: _____

I solemnly declare and confirm that there is no actual, potential or perceived conflict of interest for me to take part in this procurement procedure with the above suppliers.

Checked as in order by (the person of the organisation responsible for the application/applicant or project coordinator):

Name: _____
 HK ID Card No.: _____
 Position: _____
 Signature: _____
 Date: _____

I solemnly declare and confirm that there is no actual, potential or perceived conflict of interest for me to take part in this procurement procedure with the above suppliers.

Community Involvement Broadcasting Service CD Register

This Annex should be completed and submitted to the auditor for audit.

Name of Applicant: _____

Programme Title: _____

Period of Broadcast: _____ to _____

No.	Album Title <small>Note 1</small>	Publisher	Maker's Number.	Date of Procurement <small>Note 2</small>	Price	Receipt No.

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Note:

1. If any item of above is lost or damaged, please inform the Secretariat of Community Involvement Broadcasting Service in writing and retain the item for audit/inspection.
2. For the procurement of goods and services up to HK\$1,000, an oral or written quotation shall be obtained. Efforts shall be made to ensure that the charges/prices are reasonable.

Paragraph 8 of the “Handbook for Community Involvement Broadcasting Service”

Procurement of Services and Goods

- 8.1. Services and goods shall be procured in an open, fair and value for money manner. Actual, potential and perceived conflict of interests should be avoided during the procurement process. The services and goods acquired shall be relevant to the programme production.
- 8.2. For the procurement of services and goods over HK\$1,000 but not more than HK\$50,000, at least two written quotations shall be obtained. For the procurement of services and goods over HK\$50,000, at least five written quotations shall be obtained. Applicants shall accept the lowest conforming offer.
- 8.3. For the procurement of services and goods up to HK\$1,000, an oral or written quotation shall be obtained. Efforts shall be made to ensure that the charges/prices are reasonable.
- 8.4. All studio rental hours should be procured in advance. Considering that the CIBS is a voluntary service project and most participants have their own career, arrangements for programme recording shall be flexible and applicants shall be allowed to divide the studio hire hours into sessions. Each session shall have a minimum of 8 hours and can be assigned to different days. Applicants may regard a session as a unit for procurement. For instance, if the estimated total recording hours are 40, they can be divided into 5 sessions of 8 hours each. Applicants can procure the service 5 times. For procurement up to HK\$50,000, at least two written quotations shall be obtained; for procurement over HK\$50,000, at least five written quotations shall be obtained.
- 8.5. The total expenditure on music CDs shall not exceed HK\$1,000 and the maximum number shall not exceed 10 pieces. The total expenditure on CD-ROMs for programme recording shall not exceed HK\$200 and the maximum number shall not exceed 50 pieces.
- 8.6. Music CDs listed as permissible expenditure items shall be handed over to RTHK for keeping upon completion of the programme production for the use of future successful applicants.

**Specimen Limited Assurance Engagement Report
on the Statement of Expenditure of XYZ Programme
under the Community Involvement Broadcasting Fund
[Unqualified Opinion]**

TO [Applicant NAME] OF XYZ PROGRAMME

Pursuant to the agreement made between the Government of the Hong Kong Special Administrative Region (HKSAR Government) and [Applicant name] and the Guide to the Applicant on use of Approved Funding in respect of XYZ Programme (“the Programme”) funded by the Community Involvement Broadcasting Fund (“CIBF”), we have performed a limited assurance engagement to report on whether [Applicant name] has complied with, in all material aspects, the requirements set by the Director of Broadcasting (D of B), including the requirements to keep proper books and records for the Programme, to prepare Statement of Expenditure for the Programme on page [] , and all the terms and conditions of funding under CIBF, as specified in the following documents:

- (a) the agreement made between the HKSAR Government and [Applicant name] in respect of the Programme;
- (b) the Handbook for Community Involvement Broadcasting Service Sections 7 and 8 “Funding Criteria” and “Procurement of Services and Goods” respectively;
- (c) the Guide to the Auditors on Limited Assurance Engagement; and
- (d) all instructions and correspondences issued by D of B to [Applicant name] in respect of the Programme.

Respective responsibilities of the Applicant and auditors

D of B requires [Applicant name] to comply with the requirements set by him/her, including the requirements to keep proper books and records for the Programme, to prepare Statement of Expenditure for the Programme, and all the terms and conditions of funding under CIBF, as specified in the documents mentioned in the above paragraph.

It is our responsibility to form an independent conclusion, based on our limited assurance engagement, and to report our conclusion to you.

Basis of Conclusion

We conducted our limited assurance engagement in accordance with Hong Kong Standard on Assurance Engagements 3000 (Revised) “Assurance Engagements other than Audits or Reviews of Historical Financial Information” [or any updated standard on this subject] issued by the Hong Kong Institute of Certified Public Accountants and with reference to the latest Guide to the Auditors on Limited Assurance Engagement issued in **2017** by the Radio

Television Hong Kong of the HKSAR Government (RTHK). The engagement process comprised evidence gathering, evaluation and measurement to support a conclusion.

Conclusion

Based on the foregoing, nothing has come to our attention that causes me to believe that the Statement of Expenditure as attached is materially incorrect.

Use of this Report

This report is intended for filing by [Applicant name] with RTHK, and is not intended to be, and should not be, used by anyone for any other purpose.

Certified Public Accountants (Practising)
Hong Kong,
Date

**Community Involvement Broadcasting Service
Copyright of Music & Song Register**

Name of Applicant: _____

Programme Title: _____

Channel: _____

Episode: _____ (e.g. 1st, 2nd....etc)

Broadcast Date & Time of this Episode: _____

No.	Maker's Number	On Air Duration	Music/Song Title	Artiste	Composer	Lyricist

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Community Involvement Broadcasting Service Copyright Royalty on Reserved Materials Register

Name of Applicant: _____

Programme Title: _____

Channel: _____

Episode: _____ (e.g. 1st, 2nd....etc)

Broadcast Date & Time of this Episode: _____

No.	Publisher	Title	Author	Year of Publication	Version	Usage (%)

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

Community Involvement Broadcasting Service Copyright Royalty on Audio Archive Register

Name of Applicant: _____

Programme Title: _____

Channel: _____

Episode: _____ (e.g. 1st, 2nd....etc)

Broadcast Date & Time of this Episode: _____

No.	Maker's Number	Title	Artist	Composer	Duration	Source

I am the project coordinator of the titled programme and confirm the above data and information are correct.

Signature of Project Coordinator: _____

Name of Project Coordinator: _____

Date: _____

社區參與廣播服務
Community Involvement Broadcasting Service
遞交以社區參與廣播基金購買的製作物資*
Submission List of the Production Materials Purchased with CIBF*

申請團體 / 申請人 / Applicant : _____

申請編號 / Application Number : _____

節目名稱 / Programme Title : _____

No.	音樂鐳射唱片名稱／書籍名稱／其他* CD Title / Book Title / Others*	音樂鐳射唱片出版編號／國際標準書號／其他* CD Maker's Number / ISBN / Others*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Person of the Organisation Responsible for the Application / Applicant / Project Coordinator [#] 是次申請的團體負責職員／申請人／計劃統籌人 #		簽署/Signature:	
姓名/Name:		日期/Date:	

#請刪除不適用者 Please delete as appropriate

促導員姓名 /Name of Facilitator:	簽署/Signature:
日期/Date:	

*此表格須一式兩份簽署確認，然後雙方各保存一份。Two copies of this form shall be signed and both parties shall keep one of the copies.

Community Involvement Broadcasting Service

Confirmation of the Programme Transcripts

(For non-Chinese and non-English programmes)

Part I: Project Details

Application No.: _____

Applicant: _____

Programme Title: _____

Broadcast Date & Time: _____

Part II: Declaration

Our organization / I certify that the programme contents and the translation of the transcripts provided to RTHK comply with the Radio Code of Practice issued by the Communications Authority.

<p>Signature of Person of the Organization Responsible for the Application / Applicant Project Coordinator :</p> <p>_____</p> <p>Name : _____</p> <p>Post : _____</p> <p>Date : _____</p>	<p>Signature of Facilitator : _____</p> <p>Name : _____</p> <p>Date : _____</p>
---	---

Official use only

Application No.: _____

Date: _____

**Community Involvement Broadcasting Service
Evaluation Report**

(To be completed by Applicant)

Part A – Project Information

Applicant: _____
Programme Title: _____
Broadcasting Date: _____ to _____
Broadcasting Time: _____ to _____

Part B – Project Performance

1. Number of Honorarium Recipient(s)* and Actual Expenditure

Job Title	No. of Honorarium Recipient(s)	Actual Expenditure
Project Coordinator		\$
Producer		\$
Technical Producer		\$
Scriptwriter		\$
Researcher		\$
Actor / Presenter		\$
	Total:	Total: \$

2. Details of Participation by Organisation(s) and Individual(s)

Name	Participation
<i>Example 1: Heung Shing College</i>	<i>Assisting in the production</i>
<i>Example 2: Doctor Chan Tai Man</i>	<i>Being Interviewed</i>

(Entries can be added if applicable.)

* **“Number of Honorarium Recipient(s)”** means the number of “participant(s)” who took part in the programme and received honorarium.
e.g. 1: Mr. A was the “producer” of the entire 13 episodes, then the **“Number of Honorarium Recipient(s)”** is 1 (participant).
e.g. 2: Mr. A was the “producer” for the first 6 episodes and Mr. B was the “producer” for the remaining 7 episodes, then the **“Number of Honorarium Recipient(s)”** is 2 (participants).

3. Performance Assessment and Overall Effectiveness

3.1 Assessment Methodology and Process

Please elaborate the assessment methodology and process when evaluating the project outcome, including project objectives, production schedule, expected deliverables, overall effectiveness, comments, etc.

e.g.

1. *Assessment Methodology: Survey*
2. *Process:*
 - 10 Jul to 10 Sept 2013 Distribute questionnaires to guests and production crew members*
 - 11 Sept to 15 Sept 2013 Collect questionnaires*
 - 16 Sept to 30 Sept 2013 Analyse questionnaires*

3.2 Self-Evaluation

3.2.1 Please evaluate the outcome according to (1) project objectives, (2) production schedule, (3) expected deliverables stated in the proposal and agreement.

(Please indicate the score by putting a “✓” in the appropriate box.)

Item	Score (1 is the lowest score, 10 the highest)									
	1	2	3	4	5	6	7	8	9	10
Project Objectives										
Production Schedule										
Expected Deliverables										

3.2.2 Production Team’s Overall Satisfaction towards the Programme

(Please indicate the score by putting a “✓” in the appropriate box.)

Score (1 is the lowest score, 10 the highest)									
1	2	3	4	5	6	7	8	9	10

3.2.3 Overall Performance (e.g.: What have you learned? Any experience worth sharing, etc.)

Stamp of Organisation

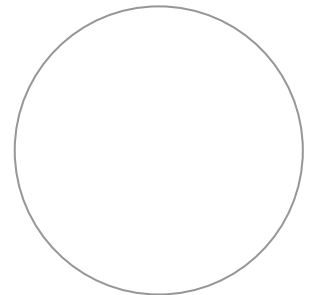
Signature of Person of the Organisation Responsible

for the Application/Applicant :

Name of Person of the Organisation Responsible

for the Application/Applicant :

Date :



THIS AGREEMENT is made on the _____.

BETWEEN

- (1) **The Government of the Hong Kong Special Administrative Region of the People's Republic of China**, as represented by the Director of Broadcasting of Radio Television Hong Kong of 30 Broadcast Drive, Kowloon, Hong Kong ("**RTHK**"); and
- (2) *[[Participant Name]*, a company incorporated in Hong Kong under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong) whose registered office is at [xxx] (Certificate of Registration number [XXXX]) ("**Participant**").]

OR

[[Participant Name], a society registered under the Societies Ordinance (Cap. 151 of the Laws of Hong Kong) whose principal place of business is at [xxx] (Registration number [xxxx]) ("**Participant**").]

OR

[[Participant Name], an approved charitable institution or trust of a public character which is exempt from tax under Section 88 of the Inland Revenue Ordinance (Cap. 112 of the Laws of Hong Kong) whose principal place of business is at [xxx] ("**Participant**").]

OR

[[Individual Name] (holder of Hong Kong Identity Card number [XXXXXX]) of XXXX Hong Kong ("**Participant**").]

WHEREAS

- (A) RTHK administers a Community Involvement Broadcasting Fund ("**Fund**") in Hong Kong to encourage the community to participate in producing radio programmes for broadcast on RTHK's radio channels.
- (B) The Participant has applied to RTHK for funding under the Fund and RTHK has agreed to provide the Sum to the Participant for producing the Programme and other deliverables in accordance with the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meanings, unless the context otherwise requires or expressly provides otherwise:

“Approved Proposal” means the proposal regarding the structure and content of the Programme accepted and approved by RTHK, a copy of which is attached as Schedule III.

“Communications Authority” means the Communications Authority of the Government.

“Copyright Ordinance” means the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong).

“Delivery Materials” means the materials specified in paragraph 6 of Schedule I.

“Government” means the Government of Hong Kong.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong.

“Intellectual Property Rights” means patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights, whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.

“Internet” means an interconnected system of networks that connects computers around the world via the transmission control protocol/internet protocol.

“Limited Assurance Engagement Report” means the report prepared by a certified public accountant (practicing) (as defined in the Professional Accountants Ordinance (Cap. 50 of the Laws of Hong Kong)), in accordance with the “Hong Kong Framework for Assurance Engagements” published by the Hong Kong Institute of Certified Public Accountants in 2004 (as may be amended, supplemented or replaced by the Hong Kong Institute of Certified Public Accountants from time to time), which expresses an opinion about the evaluation of the financial statements in relation to the production of the Programme.

“Personal Data (Privacy) Ordinance” means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

“Prevention of Bribery Ordinance” means the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong).

“Programme” means a series of radio programmes specified in paragraph 1 of Schedule I to be produced by the Participant in accordance with this Agreement.

“Production Budget” means a budget detailing the expenditure items for the production of the Programme prepared by the Participant and approved and accepted by RTHK and attached hereto as Schedule II.

“Production Schedule” means a schedule of due dates of completion of milestones of production of the Programme specified in paragraph 4 of Schedule I.

“Production Team” means those individuals specified in paragraph 7 of Schedule I, being the employees or contractors of the Participant designated in different positions to produce and complete the Programme in accordance with this Agreement.

“Radio Code of Practice on Programme Standards” means the code of practice on programme standards issued by the Communications Authority as may be amended, supplemented or replaced by the Communications Authority from time to time.

“RTHK Facilitator” means a RTHK officer acting for and on behalf of RTHK with contact details specified in paragraph 8 of Schedule I or any other person nominated from time to time by RTHK as the RTHK Facilitator for the production of the Programme.

“Sound Broadcasting Service” means the transmission of sound for general reception by means of analogue or digital radio waves.

“Sub-contractors” includes sub-contractors at all tiers of sub-contracting.

“Sum” means the sum of money payable by RTHK to the Participant as specified in paragraph 2 of Schedule I and in accordance with Clause 3 of this Agreement.

“Termination” has the meaning given to it in Clause 13.3.

“Territory” means the country, territory or area specified in paragraph 5 of Schedule I.

1.2 In this Agreement, unless the context requires otherwise:

- (a) words importing the singular shall include the plural and vice versa; words importing a gender shall include any gender; references to any person shall include references to an individual, firm, body corporate or unincorporated (wherever established or incorporated);
- (b) words importing the whole shall be treated as including a reference to any part of the whole;
- (c) the words “include” and “including” shall be construed without limitation to the words “following”;
- (d) all references to “any” shall be construed to mean “any and all”;
- (e) references to Clauses and Schedules shall be to clauses and schedules of this Agreement;
- (f) references to any statute, order, regulation or other similar instrument shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified, extended, re-enacted, substituted or replaced (whether before or after the date of this Agreement) and shall include all subsidiary legislation;
- (g) any act, default, neglect or omission of any employee, licensee, agent or contractor of either party hereto shall be deemed to be the act, default, neglect or omission of that party; and
- (h) clause headings are inserted for convenience only and shall be ignored in construing this Agreement.

1.3 This Agreement means this agreement, including all schedules hereto, which shall form and be read as an integral part of this Agreement.

2 Engagement

2.1 RTHK engages the Participant and the Participant accepts the engagement regarding the production of the Programme in accordance with this Agreement.

2.2 The engagement shall commence on the date of this Agreement and shall continue until the earlier of:

- (a) completion of the Programme, delivery by the Participant to RTHK of all the Delivery Materials and completion of all other obligations and duties of the Participant under this Agreement, in all cases in accordance with the provisions of this Agreement and to the satisfaction of RTHK; or
- (b) termination of this Agreement pursuant to the provisions of this Agreement.

3 Payment

3.1 Subject to the terms and conditions of this Agreement and the observance and performance by the Participant of its duties and obligations under this Agreement, RTHK shall pay the Participant the Sum in accordance with the following schedule:

- (a) 20 % of the Sum on signing of this Agreement; and
- (b) 80% of the Sum upon issue of notification by RTHK that the Programme and all the Delivery Materials are acceptable to RTHK and completion by the Participant of all of its obligations and duties under this Agreement in accordance with this Agreement and to RTHK's satisfaction. .

3.2 Notwithstanding anything in this Agreement to the contrary, each portion of the Sum specified in Clause 3.1 shall only be paid within 30 days after RTHK's receipt of an invoice for such portion which may only be issued after that portion becomes payable under Clause 3.1. The Participant shall not be entitled to charge any interest or claim any compensation or relief of whatever nature against RTHK in the event of any late or withholding of payment of any Sum by RTHK for any reason whatsoever.

3.3 Without prejudice to any claim, right or remedy to which RTHK may have, RTHK shall not be obliged to make any payment referred to in Clause 3.1 if Participant fails to correct any material defects in the Programme identified to the Participant in writing in accordance with Clause 4 below.

3.4 In the event that during the course of the production of the Programme, any material changes in the sole opinion of RTHK have taken place which cause any expenditure items in the Production Budget to be unnecessary, RTHK shall have the right to re-evaluate the Production Budget and reduce the Sum payable to the Participant accordingly.

- 3.5 Unless otherwise agreed by RTHK, the Production Budget, including the fees budgeted for Project Co-ordinator, Producer(s) and/or Script Writer(s), shall not be increased in any event.
- 3.6 Notwithstanding any provisions provided to the contrary in this Agreement, in the event that the Limited Assurance Engagement Report indicates that the total expenditure on the production of the Programme is less than the Sum, the Sum shall be taken to have been reduced to an amount equal to the total expenditure amount as indicated in the Limited Assurance Engagement Report. If RTHK has already made an overpayment pursuant to the payment schedule under Clause 3.1, the Participant shall immediately refund to RTHK the overpaid amount. Any outstanding installment of the Sum specified in Clause 3.1(b) shall either no longer be payable by RTHK or be reduced according to the difference between the original amount of the Sum and revised amount of the Sum pursuant to this Clause.
- 3.7 The Sum constitutes the sole remuneration payable to the Participant by RTHK for performing its obligations and duties under this Agreement. No other money or compensation whatsoever shall be payable by RTHK to the Participant in respect thereof (whether by way of upfront payment or reimbursement). All costs and expenses incurred by the Participant whether or not purportedly in discharge of its obligations and duties under this Agreement shall be deemed as costs and expenses incurred for performing such obligations and duties, and be compensated for by the Sum only. The Participant shall perform all of its obligations and duties at its own cost, and will receive no reimbursement or payment apart from the Sum.
- 3.8 In line with the Government policy of promoting and rewarding excellence in creativity for independent producers and in the event that the Programme is awarded any prize money, testimonials or trophies at any festivals or competitions and where the Participant complies with Clause 9.1(k) of this Agreement, upon RTHK's receipt of the aforementioned items, RTHK shall provide to the Participant an incentive of an amount in Hong Kong dollars equivalent to the prize money received for the Programme.
- 3.9 RTHK is entitled to withhold the payment, or to take action for the repayment, of any portion of the Sum in the event that:
- (a) the Programme or any Delivery Materials is not provided to the satisfaction of RTHK;
 - (b) RTHK has reasonable grounds to believe that the Participant is or will be liable to RTHK under the indemnity clause for any loss or damage suffered by RTHK; or
 - (c) the withholding is required by any applicable law.
- 3.10 Notwithstanding any other provisions in this Agreement and RTHK's acceptance of the Programme or the Delivery Materials, any payment of any portion of the Sum shall be without prejudice to or any implication whatsoever for any rights or cause of action which has or may have accrued, or which may accrue, or any remedy available, to RTHK under this Agreement or the law in respect of any breach whatsoever of this Agreement by the Participant.

4 Errors and Omissions

Without prejudice and in addition to Clause 10 and any other claim, right or remedy which RTHK may have against the Participant, in the event that the Programme or any of the Delivery Materials contains any error or omission or any part which RTHK considers is not

suitable for broadcast, the Participant shall correct the same forthwith upon being requested in writing by RTHK to do so or upon the Participant becoming aware of the same and such correction shall be effected within seven (7) days (or such longer period as RTHK may specify in writing) without charge to RTHK and to the satisfaction of RTHK.

5 Programme and the conduct of work

5.1 The Participant hereby agrees:

- (a) to complete the Programme in accordance with the Approved Proposal and the Production Schedule and ensure that it and all persons employed, engaged or appointed by it have all the necessary qualifications, ability, experience, skill, expertise and capacity to carry out its duties and obligations on the terms and conditions set out this Agreement;
- (b) to ensure that the Programme shall comply with the editorial and ethical standards of Hong Kong; the Radio Code of Practice on Programme Standards and technical standards stipulated by the relevant governmental authorities of Hong Kong;
- (c) to rectify any violation of the Radio Code of Practice on Programme Standards by re-recording or editing the Programme even after the delivery of the Programme as specified in paragraph 4 of Schedule I;
- (d) to ensure that the Programme is delivered in the format specified in paragraph 3 of Schedule I;
- (e) not to use, solicit or receive any other form of funding, sponsorship or benefits of any kind from any other person for the production of the Programme and any related promotional activities of the Programme;
- (f) to ensure that it and the Production Team shall use the Sum in a prudent and cost-effective manner for the production of the Programme; use the Sum solely and exclusively for the production of the Programme; and any compact discs (CDs) purchased for the production of the Programme shall be returned to RTHK Sound Archive Library as specified in paragraph 4 of Schedule I; and
- (g) to engage, maintain and use the Production Team or such replacements of equivalent qualification and experience subject to prior written approval by RTHK, throughout the term of this Agreement for the production of the Programme; and
- (h) to keep full, proper and separate set of books and records relating to the Programme and Delivery Materials and the production thereof and this Agreement (including without limitation all transactions, receipts and expenditure relating thereto; all records of procurement of goods, services and equipment relating thereto; all records of salaries and other remuneration paid to the persons employed, engaged or used by the Participant for the purpose of this Agreement); to maintain the aforesaid books and records during the continuance of this Agreement and for a minimum period of seven years after the expiry or termination of this Agreement; to ensure that RTHK and their authorized representatives shall be allowed access to all or any of the aforesaid books and records for conducting audit (including value for money audit), inspection,

verification and copying from time to time upon reasonable notice during the continuance of this Agreement and the seven-year period mentioned above.

6 Consultation

- 6.1 RTHK Facilitator or RTHK's authorized representatives shall upon request be given access by the Participant for monitoring the production of the Programme. RTHK Facilitator may give advice to the Participant in relation to the production of the Programme and the Participant shall follow such advice.
- 6.2 In the event of a dispute between the Participant and RTHK Facilitator in relation to the production of the Programme, the opinion of the RTHK Facilitator shall prevail.

7 Intellectual Property Rights and Ownership

- 7.1 Save as provided in Clauses 7.2 and 7.3, the ownership of, and all Intellectual Property Rights subsisting in, the Programme (finished or otherwise), the Delivery Materials (finished or otherwise) and all the other underlying works created, generated or acquired by the Participant, its employees, contractors, Sub-contractors or agents (including the Production Team) in the course of the performance of this Agreement, including any scripts, photographs, other literary or dramatic works, music, plans, software, source code and object code of all programming, data, models (computer models or otherwise) and other materials and drafts of all and any of the aforementioned items, shall be vested in and belong to RTHK upon creation, or to the extent they already exist as at the date of this Agreement, shall hereby be assigned in favour of RTHK, in each case free and clear of all rights, interests, encumbrances of whatsoever nature whether belonging to the Participant or any other person.
- 7.2 On or before the final delivery date specified in paragraph 4 of Schedule I or upon the early termination of this Agreement for whatever reason (whichever is earlier), the Participant shall provide RTHK with a list of underlying works (a) which exist as at the date of this Agreement, and (b) the Intellectual Property Rights in which belong to third party as at the date of this Agreement. The Participant shall specify in the list such additional details as RTHK may require. Subject to verification by RTHK of the items specified in the list, the provisions of Clause 7.1 shall not apply to the underlying works specified in the list provided by the Participant under this Clause 7.2.
- 7.3 In relation to each item of underlying works as specified in the list as approved by RTHK under Clause 7.2, the Participant shall procure the relevant third party which owns the Intellectual Property Rights in such underlying work to grant in favour of RTHK, and each of its authorized users, successors-in-title and assigns, a royalty-free, non-exclusive, sub-licensable, irrevocable, transferable and world-wide licence to exercise all and any of the rights specified in Clause 8 in respect of such underlying work (whether on its own or as incorporated in the Programme) for the full period of protection of the Intellectual Property Rights subsisting in such underlying work under the laws of all and any applicable jurisdiction of the Territory.
- 7.4 The Participant hereby irrevocably waives and undertakes to procure at its own cost and expense all relevant authors of the items referred to in Clauses 7.1 and 7.3 (including members of the Production Team) to irrevocably waive all moral rights (whether past, present

or future) in the respective items. The waiver shall operate in favour of RTHK, its assigns, authorized users and successors-in-title and shall take effect upon the vesting of the Intellectual Property Rights in RTHK pursuant to Clause 7.1 or upon the grant of licence to RTHK, its authorized users, assigns and successors-in-title pursuant to Clause 7.3 (as the case may be). A pro forma waiver is attached hereto as Schedule IV and shall be signed by all relevant authors including each member of the Production Team and other relevant employees, Sub-contractors and agents of the Participant and such replacements engaged in the production of the Programme or the Delivery Materials.

7.5 The Participant shall procure, at its own cost and expense and before the fixation and/or recording of any performance or otherwise the incorporation or use of any performance into or in relation to the Programme and/or the Delivery Materials:

- (a) the grant by the performer of that performance to RTHK, its authorized users, assigns and successors-in-title of a royalty-free, non-exclusive, sub-licensable, irrevocable, assignable, transferable and worldwide licence to exercise all the performers' economic rights in relation to such performance;
- (b) the consent of the performer of that performance and all other persons which may be necessary for each of RTHK, its authorized users, assigns and successors-in-title and the Participant to make fixations and/or recording of such performance;
- (c) the consent of and clearance from the performer of that performance and all other persons as may be necessary for such fixation and/or recording of the performance and for performing any acts restricted by sections 202 to 207A of the Copyright Ordinance by the Participant, RTHK and its authorized users, assigns and successors-in-title in relation to such fixation or recording, or copies thereof, and at no additional cost to any of them; and
- (d) the Participant shall procure at its own cost and expense the performers referred to in this Clause 7.5 to waive their moral rights over their performances in relation to the Programme and/ or the Delivery Materials, such waiver shall operate in favour of RTHK, its authorized users, assigns and successors-in-title and to have effect immediately upon each of the relevant performance is given.

The afore-mentioned licence, consent and clearance shall continue to subsist so long as the performer's economic rights and the performer's non-economic rights subsist in the relevant performance.

The terms "fixation", "performers", "performance", "performers' economic rights", "performers' non-economic rights" and other related terms in this Agreement including this Clause shall have the same meanings as those given to them in Part III (Rights in Performances) of the Copyright Ordinance.

7.6 For the purposes of Clauses 7.1, 7.3, 7.4 and 7.5, the Participant undertakes, at its own cost and expense, to execute or procure the execution of all such deeds and documents and take all such steps as RTHK may from time to time require for the purposes of assuring the performance of its duties and obligations hereunder and of securing the rights assigned or intended to be assigned under this Agreement.

8 Non-exhaustive Rights of RTHK

8.1 The purposes for which RTHK may exploit the Programme and/or the Delivery Materials and/or the items referred to in Clauses 7.1 and 7.3 and/or any respective part thereof, whether as the owner of the Intellectual Property Rights therein by virtue of Clause 7.1 or as a licensee by virtue of the licence specified in Clause 7.3, whichever is applicable, include the following:

- (a) the right to broadcast, transmit, exploit or include, or authorize any person to broadcast, transmit, exploit or include, the Programme and/or the Delivery Materials and/or the items referred to in Clauses 7.1 and 7.3 and/or any respective part thereof, by all means and in all media, whether now or hereafter devised for any purpose whatsoever, including the broadcast, transmission, exploit or inclusion of the Programme and/or the Delivery Materials and/or the items referred to in Clauses 7.1 and 7.3 and/or any respective part thereof in any Sound Broadcasting Service and making available the Programme and/or the Delivery Materials and/or the items referred to in Clauses 7.1 and 7.3 and/or any respective part thereof on the Internet;
- (b) the right to advertise and publicize or authorize any person to advertise and publicize the title of the Programme, names and photographs of the artistes, producer and script writer for the promotion of the Programme and/or RTHK;
- (c) the right to use or authorize any person to use the Programme and/or the Delivery Materials, and/or the items referred to in Clauses 7.1 and 7.3 and/or any respective part thereof (including the excerpts of the Programme) in any manner it thinks fit for publicity purposes generally or for the promotion of the Programme;
- (d) the right to use, copy, adapt, change, revise, delete from, add to or rearrange the Programme and/or the Delivery Materials, and/or the items referred to in Clauses 7.1 and 7.3 and/or any respective part thereof, or authorize any person to do the same, for such purposes it thinks fit, including the purposes of voice-dubbing or programme scheduling; and
- (e) the right to make, produce, sell, publicly exhibit, lease, license, hire, market, reproduce mechanically, graphically, electronically, digitally or otherwise howsoever, or exploit or authorize any person to do the same, in respect of the Programme and/or the Delivery Materials, and/or the items referred to in Clauses 7.1 and 7.3 and/or respective part thereof in whole or in part with or without adaptation.

9 Warranties

9.1 The Participant warrants, undertakes and agrees that:

- (a) it has full power and authority to enter into this Agreement and to give effect to its terms; and it has all the necessary authorizations and approvals in order to lawfully enter into and exercise its rights and perform its obligations under this Agreement;
- (b) the obligations expressed to be assumed by the Participant in this Agreement are legal and valid obligations binding on it and enforceable against it in accordance with the terms thereof;

- (c) except for the underlying works identified under Clause 7.2, the Participant legally and beneficially owns those items listed in Clause 7.1 and exist as at the date of this Agreement, and has the right to assign to RTHK those items on the terms set out in Clause 7.1;
- (d) except for the underlying works identified under Clause 7.2, all items listed in Clause 7.1 consist of original works created, developed or made by or on behalf of the Participant for RTHK during the course of or in connection with this Agreement;
- (e) after the vesting and assignment under Clause 7.1, all of the items listed in Clause 7.1 is and will be owned by RTHK free from all rights, interests, encumbrances of whatsoever nature whether belonging to the Participant or any other person;
- (f) in respect of the underlying works mentioned in Clause 7.2, the Participant has a valid and continuing licence under which it is entitled to use the same to the extent necessary or desirable for performing its obligations and duties under this Agreement or for producing the Programme, the Delivery Materials and other underlying works in accordance with the requirements of this Agreement, and it has separately procured all necessary licences, clearances and consents in favour of RTHK and each of its authorized users, assigns and successors-in-title on the terms set out in Clause 7.3;
- (g) there are no claims, actions or proceedings (pending or threatened) which may adversely affect the rights of RTHK under this Agreement;
- (h) the provision of any services by the Participant or the otherwise performance of this Agreement by the Participant does not and will not infringe the Intellectual Property Rights of any person;
- (i) the exercise by RTHK, its authorized users, assigns and successors-in-title of any of the rights granted under this Agreement will not infringe any Intellectual Property Rights of any person;
- (j) the Programme does not contain any material which is obscene, libelous or defamatory or violate any applicable law (including the laws of Hong Kong);
- (k) the Participant shall seek RTHK's prior written approval before the submission of the Programme or any versions of the Programme to any festivals or any other use for any purposes whatsoever; the Participant shall bear all costs relating to such submission; and should the Programme or any versions of the Programme be awarded any prize money, testimonials or trophies, the Participant shall hand over all such prize money, testimonials or trophies to RTHK immediately;
- (l) the members of the Production Team as listed in paragraph 8 of Schedule I shall be the persons who will carry out the production of the Programme save for any replacement from time to time approved by RTHK; and
- (m) all information supplied, and statements and representations made by or on behalf of the Participant in relation to the Programme, the Production Budget, the Approved Proposal or this Agreement are true, accurate and complete in all respects and are not misleading, whether by omission or otherwise.

10 Delivery

- 10.1 Subject to Clause 10.3, the Participant shall deliver the Programme and the Delivery Materials on or before their respective due delivery dates specified in paragraph 4 of Schedule I.
- 10.2 Should RTHK find the Programme (or any part thereof) or the Delivery Materials (or any part thereof) delivered under this Agreement not of a technical standard suitable for radio broadcast, RTHK shall by written notice inform the Participant. The Participant shall deliver replacement Programme and Delivery Materials to the satisfaction of RTHK within seven (7) days from the date of the notice or at such later date as may be determined by RTHK. All costs and expenses arising out of such replacement shall be solely borne by the Participant.
- 10.3 The Participant shall submit the Limited Assurance Engagement Report, the self-evaluation report (in such form as RTHK may specify) and CDs purchased for the production of the Programme on or before the submission deadline as specified in paragraph 4 of Schedule I. The Participant shall ensure that the certified public accountant, who prepares and signs the Limited Assurance Engagement Report, is not connected in any way with the Participant or the Programme.

11 Indemnity

- 11.1 In addition to and without prejudice to Clause 12, the Participant shall indemnify and keep indemnified RTHK, its authorized users, assigns and successors-in-title from and against:
- (a) all and any demands, claims, actions, arbitrations and/or proceedings threatened, brought or instituted against RTHK, its authorized users, assigns and successors-in-title; and
 - (b) all liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs and expenses incurred or suffered by RTHK, its authorized users, assigns and successors-in-title (including all legal and other costs, charges, and expenses, on a full indemnity basis, which RTHK, its authorized users, assigns and successors-in-title may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against RTHK, its authorized users, assigns and successors-in-title)

which in any case arise directly or indirectly from, or in connection with, or out of, or which relate in any way to:

- (i) a breach of any provision of this Agreement by the Participant (regardless of whether such breach was caused by the Participant, any member of the Production Team, any of the Participant's directors, employees, agents or contractors (or any person acting on its or their behalf) (each a "Relevant Person"));
- (ii) any warranty and representation given by the Participant in this Agreement is incorrect, inaccurate, incomplete or misleading;
- (iii) the negligence, recklessness, willful misconduct or unauthorized act of the Participant or of any Relevant Person in performing this Agreement;

- (iv) the use by the Participant or any Relevant Person of any personal data in contravention of the Personal Data (Privacy) Ordinance (Cap. 486); or
- (v) a breach of the duty of confidence under general law by the Participant or any Relevant Person.

12 Intellectual Property Right Indemnities

12.1 In addition and without prejudice to Clause 11 and Clauses 12.2 to 12.5, the Participant shall indemnify and keep indemnified RTHK, its authorized users, assigns and successors-in-title (collectively “indemnified parties”) from and against:

- (a) all and any demands, claims, actions, arbitrations and/or proceedings threatened, brought or instituted against an indemnified party; and
- (b) all liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs and expenses incurred or suffered by an indemnified party (including all legal and other costs, charges, and expenses, on a full indemnity basis, which an indemnified party may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against an indemnified party)

which an indemnified party may sustain or incur, directly or indirectly as a result of or in connection with the infringement or alleged infringement of any Intellectual Property Rights of a third party by the Participant or an indemnified party arising from (each an “infringing act”):

- 12.1.1 the exercise by RTHK of any Intellectual Property Rights subsisting in those items listed in Clause 7.1; or the exercise of any right conferred on the indemnified parties by virtue of the licences mentioned in Clause 7.3;
- 12.1.2 the performance by the Participant of this Agreement in the manner provided for or contemplated under this Agreement;
- 12.1.3 the enjoyment or exercise by the RTHK of any of its right or powers under this Agreement;
- 12.1.4 whether or not involving any element of fault or negligence on the part of the Participant, any act, omission or default by the Participant in the performance of this Agreement; or
- 12.1.5 the breach of any warranties or representations set out in this Agreement concerning Intellectual Property Rights.

Each of the above is separate and shall be construed independently and shall not prejudice, or be limited by reference to or inference from, the other of them or other provisions of this Agreement.

12.2 In the event that there is an infringing act or an alleged infringing act, the Participant shall forthwith upon the first written request of RTHK, at its own costs and expenses, without

prejudice to any other rights and remedies of an indemnified party:

- 12.2.1 procure the consent of all relevant parties on such terms to the satisfaction of RTHK to permit the infringing act or alleged infringing act; or
 - 12.2.2 adapt, modify or replace the affected items so as to avoid infringement or alleged infringement of any third party's Intellectual Property Rights (in which event the Participant shall compensate RTHK for the full amount of any loss and damage sustained or incurred by RTHK arising from such adaptation, modification or replacement) provided always that any adaptation, modification or replacement must first be approved by RTHK in writing.
- 12.3 Without prejudice to any other rights and claims that the RTHK may have under this Agreement or at law, if neither Clause 12.2.1 nor Clause 12.2.2 can be accomplished, then:
- 12.3.1 the Participant shall forthwith abstain from performing the infringing act or alleged infringing act;
 - 12.3.2 the Participant shall refund the Sum paid by RTHK; any remaining balance of the Sum shall cease to be payable by RTHK;
 - 12.3.3 the Participant shall compensate RTHK for all costs and expenses sustained or incurred by RTHK in procuring and implementing replacement services, equipment, software or facilities; and
 - 12.3.4 RTHK may, at its option, terminate this Agreement in accordance with Clause 13.1.
- 12.4 Whether during the continuance of this Agreement or thereafter, the Participant shall forthwith notify RTHK in writing if any claim or demand is made or action brought against it for infringement or alleged infringement of any Intellectual Property Rights arising from any of the circumstances mentioned in any of sub-clauses of Clause 12.1 whether during the continuance of this Agreement or thereafter.
- 12.5 As and when RTHK may require whether during continuance of this Agreement or thereafter, the Participant shall, at its cost, forthwith upon receiving written directions and instructions from time to time of RTHK, take all such actions (including initiating or defending a legal action in its name or in such other manner as RTHK deems fit), or provide to RTHK all such documents or information in the possession or under the control of the Participant, to cause all and any claims, demands, or actions instituted against RTHK and/or the Participant referred to in Clause 12.4 to be withdrawn, resisted, disputed, counter-claimed, settled or compromised in such manner as RTHK may direct.

13 Termination

- 13.1 Without prejudice to other rights and claims of RTHK under this Agreement or at law, RTHK shall be entitled to terminate this Agreement immediately by serving a notice in writing on the Participant if:
- 13.1.1 the Participant persistently or flagrantly fails to carry out the whole or any part of this Agreement punctually or in accordance with the terms and conditions of this Agreement;

- 13.1.2 the Participant fails to observe or perform any of its obligations under this Agreement and (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of RTHK within 14 days (or such longer period as RTHK may, in its sole discretion, allow) after the issuance by RTHK to the Participant of a notice in writing requiring it to do so;
- 13.1.3 any of the warranties or representations made by the Participant in or in relation to this Agreement is untrue, incomplete or inaccurate;
- 13.1.4 a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganization, reconstruction, or dissolution of the Participant otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by RTHK in writing, or the Participant makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the Participant or all or any part of its business or assets;
- 13.1.5 the Participant abandons this Agreement in part or in whole;
- 13.1.6 the Participant assigns or transfers or purports to assign or transfer all or any part of this Agreement or all or any of its rights or obligations thereunder without the prior written consent of RTHK; or
- 13.1.7 RTHK opts to terminate this Agreement pursuant to Clause 12.3.4 or Clause 14.2.
- 13.2 RTHK may at any time or times prior to completion of the Programme at its option terminate this Agreement by giving the Participant at least fourteen (14) days' written notice of such termination without cause.
- 13.3 Upon early termination (howsoever occasioned) or expiry of this Agreement ("Termination"):
- 13.3.1 this Agreement shall be of no further force and effect, but without prejudice to:
- (a) RTHK's rights and claims under this Agreement or otherwise at law against the Participant arising from antecedent breaches of this Agreement by the Participant (including any breach(es) which entitle RTHK to terminate this Agreement);
 - (b) the rights and claims which have accrued to a party prior to the Termination; and
 - (c) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive Termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement including Clauses 1 (Definitions and Interpretation), 4 (Errors and Omissions), 7 (Intellectual Property Rights and Ownership), 8 (Non-Exhaustive Rights of RTHK), 9 (Warranties), 11 (Indemnity), 12 (Intellectual Property Right Indemnities), 13 (Termination), and 22 (Severability), 23 (Waiver) and 24 (Confidentiality) and 25 (Governing Law and Jurisdiction).
- 13.3.2 RTHK shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated

saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Participant due to the Termination;

- 13.3.3 RTHK may, without prejudice to any accrued rights and claims of RTHK for breach of the whole or any part of this Agreement, itself take up the uncompleted Programme (or any part thereof) or contract out the uncompleted Programme (or any part thereof) to another contractor(s) whereupon in the event of termination pursuant to Clause 13.1, the Participant shall be liable for all costs and expenses thereby incurred by RTHK in excess of the Sum plus an administrative charge of 20% of the excess as and for liquidated damages and not as a penalty to compensate RTHK for its losses arising from the termination;
- 13.3.4 unless and to the extent waived by RTHK taking into account the work which has actually been done by the Participant, and the extent to which the work complies with the requirements of this Agreement, the Participant shall refund to RTHK all portions of the Sum which have been paid under Clause 3.1;
- 13.3.5 the Participant shall forthwith deliver to RTHK all items as listed in Clause 7.1 and the underlying works listed in Clause 7.2, stored in whatever media, which are in the possession or under the control of the Participant. In the event that any of the aforesaid materials or items are located within the premises of the Participant, RTHK and any person(s) authorized by it are hereby granted an irrevocable licence to, anytime and from time to time within one year after Termination of this Agreement, enter such premises for the purpose of taking possession of such materials or items;
- 13.3.6 the Participant shall compile and submit to RTHK a report of the work performed under this Agreement up to Termination;
- 13.3.7 subject only to Clause 13.3.8, regardless of the cause (the absence thereof) or basis for the Termination, RTHK shall have no obligation to pay to the Participant any compensation whatsoever arising from the Termination; and
- 13.3.8 in the event that this Agreement is terminated pursuant to Clause 13.2, RTHK shall, subject to the right of deductions, set-off and counter-claim which RTHK may have under this Agreement or at law, pay to the Participant such portion of the Sum (taking into account such amount which has already been paid and not refunded pursuant to Clause 13.3.4) as is fairly and equitably payable to the Participant for such work performed by the Participant up to the effective date of termination (and which remains unpaid pursuant to the payment schedule under Clause 3), having regard to the work actually performed by the Participant and the extent to which such work complies with the requirements of this Agreement. For the avoidance of doubt, RTHK shall not be obliged to pay any money under this Clause 13.3.8 to the Participant after taking into account such portion of the Sum which has already been paid and not required to be refunded under Clause 13.3.4.

14 Corrupt Gifts

- 14.1 The Participant shall observe the Prevention of Bribery Ordinance. The Participant shall not, and shall procure that its Production Team, directors, employees, agents, consultants, contractors and other personnel who are in any way involved in the production of the

Programme or this Agreement shall not, offer to or solicit or accept from any person any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance) in relation to the production of Programme or this Agreement.

- 14.2 If the Participant or its Production Team, directors, employees, agents, consultants, contractors and other personnel who are in any way involved in the production of the Programme or this Agreement shall be found to have committed an offence under the Prevention of Bribery Ordinance or any subsidiary legislation made thereunder or under any law of a similar nature in relation to this Agreement, RTHK may terminate this Agreement pursuant to Clause 13.1 and hold the Participant liable for any loss or damages RTHK may thereby sustain.

15 Employment of Child Entertainers

If the Participant employs any child entertainer or child actor for the production of the Programme, the Participant shall comply with the Employment of Children Regulations (Cap. 57B of the Laws of Hong Kong).

16 Relationship of the parties

- 16.1 The Participant enters into this Agreement with RTHK as an independent contractor of RTHK and shall not represent itself as an employer, employee, servant, agent or partner of RTHK.
- 16.2 Neither party shall (without the prior consent in writing of the other) commit the other to any obligation whatsoever.

17 Assignment

- 17.1 Save as provided in Clause 17.2 below, the Participant shall not assign, transfer, sub-contract or otherwise dispose of any or all of its interests, rights, benefits or obligations under this Agreement.
- 17.2 The Participant may, subject to the prior written approval of RTHK, engage the services of independent contractors of its own to assist it to carry out its duties and obligations under this Agreement, provided that the Participant:
- (a) shall not be relieved from any of its duties and obligations under this Agreement by engaging any such independent contractor and shall remain fully liable to RTHK for the performance of such duties and obligations;
 - (b) shall remain liable for any act or omission of any such independent contractor as if such act or omission were its own; and
 - (c) shall secure binding obligations from all such independent contractors so as to ensure that the Participant can comply with its duties and obligations under this Agreement.

18 Notice

- 18.1 Each notice, demand or other communication required to be given or made under this Agreement shall be in writing and delivered or sent by personal delivery or by post, postage paid, to the relevant party's address set out in Schedule I, or by facsimile sent to the facsimile number set out in Schedule I (or such other address or facsimile number as the addressee has by at least three (3) days' prior notice specified to the other party).
- 18.2 Any notice, demand or other communication given under this Agreement shall be deemed to have been validly given and received:
- (a) if delivered personally, upon delivery at the address of the relevant party;
 - (b) if by post, three (3) business days after the date of posting; and
 - (c) if by facsimile, on the production of a transmission report generated by the facsimile machine from which the facsimile has been sent. Such transmission report shall indicate that the facsimile has been sent in its entirety to the facsimile number of the recipient notified for the purpose of this Clause.

19 Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall supersede all prior agreements (whether oral or in writing), expressions of intent or understandings with respect to the same. The parties confirm that they have not entered into this Agreement upon the basis of any statements, undertakings, warranties or representations that are not expressly stated in this Agreement.

20 Time of the essence

Time shall be of the essence in all respects for the Participant to undertake and perform its duties and obligations under this Agreement.

21 Variation

No waiver, cancellation, addition, variation or amendment of this Agreement shall be valid unless made by an instrument in writing and signed by both parties to this Agreement.

22 Severability

Any provision of this Agreement which is or declared by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable in any respect under any applicable law shall be severed from this Agreement to the maximum extent permissible by such law without affecting the legality, validity or enforceability of the remaining provisions of this Agreement in any manner, all of which shall continue in full effect.

23 Waiver

No failure or omission by either party to exercise and no delay by either party in exercising any right or remedy available to it under this Agreement or in law or in equity shall operate as a waiver of such right or remedy; nor shall any single or partial exercise of such right or remedy preclude any other or further exercise thereof; nor shall any such failure to exercise, or delay in exercising, or single or partial exercise of any such right or remedy preclude the exercise of any other right or remedy; and the rights and remedies of either party contained herein shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

24 Confidentiality

- 24.1 The Participant shall treat as confidential the contents of this Agreement and all personal particulars and Personal Data (as defined in the Personal Data (Privacy) Ordinance) (in or on whatever media) accessible by the Participant under this Agreement or which RTHK has for the purposes of or in the course of performing this Agreement disclosed, supplied, made available or communicated to the Participant. The restrictions on disclosure contained in this Clause 24.1 shall not apply:-
- (a) to the disclosure of any information which is already in the public knowledge (otherwise than as a result of a breach of this Clause); or
 - (b) to the disclosure of any information in circumstances where such disclosure is required by law, or pursuant to any order of a court of competent jurisdiction; or
 - (c) to the disclosure of any information to the Participant's directors, employees, contractors and agents who have a need to know such information for the performance or enforcement of this Agreement or the Participant's legal or other professional advisers for the purpose of seeking legal or professional advice, provided that prior to any such release or disclosure, the Participant shall ensure that such directors, employees, contractors and agents, legal or other professional advisers are under a legally binding duty of confidentiality to the Participant in respect of such information (whether by contract or pursuant to the capacity of the recipient); or
 - (d) to the disclosure of any information with the prior written consent of RTHK.
- 24.2 The Participant hereby agrees that it will use the confidential information described in Clause 24.1 solely for performing this Agreement and that it will not, at any time whether during or after the expiry or termination (howsoever occasioned) of this Agreement use or allow to be used the same for any other purposes without RTHK's prior written consent.
- 24.3 The Participant undertakes to take all such security measures for the protection of the information, documentation and materials which it is obliged by this Clause 24.1 to treat as confidential as it takes for the protection of its own confidential or proprietary information, documentation and materials.
- 24.4 The Participant shall ensure that each of its directors, employees, contractors, agents and any other persons engaged in any work in connection with this Agreement are aware of and comply with the provisions of this Clause 24.

- 24.5 The Participant shall procure each of the Participant's directors, employees, contractors, agents and any other persons engaged in any work in connection with this Agreement to whom any confidential information is to be disclosed to sign a separate confidentiality agreement (in a form prescribed by RTHK) if so requested by RTHK.
- 24.6 The Participant shall promptly notify RTHK of any breach of confidence or the Personal Data (Privacy) Ordinance by any of the persons referred to in this Clause 24 and give RTHK all reasonable assistance in connection with any proceedings which RTHK may institute against any such person for any such breach.

25. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereof irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

26 Chinese Translation of this Agreement

The Chinese translation of this Agreement is for reference only. In the event of any conflict or inconsistency between the English text and the Chinese translation of this Agreement, the English text shall prevail.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

SIGNED by

XXXXX

Controller (Radio)

for and on behalf of the Director of Broadcasting of Radio Television Hong Kong of
The Government of the Hong Kong Special Administrative Region

in the presence of : _____

Name: _____

SIGNED by

Name:

HKID Card No.:

Title:

Authorized signatory for and on behalf of [*insert name of the Participant*]

in the presence of : _____ (Signature)

Name: _____ (Print Name)

HKID Card No.: _____

Schedule I

1. **The Programme (X)** shall be a radio series entitled “XXXX” “XXXX” which shall consist of 13 episodes and each episode shall have a duration of XX minutes.
2. **The Sum** shall be HK\$ XXXX.00, subject to Clauses 3.4 and 3.6.
3. **Delivery Format:** wav format, sampling at 48 kHz and 16 bit, or in any format which RTHK may request.
4. **Production Schedule:**

	Due Date
Delivery date of recording script of episode 1 and 2:	
Delivery date of completed recording of episodes 1 to 13:	
Estimated broadcast date of episode 1 and weekly thereafter for each subsequent episode:	
Submission deadline for any outstanding items of (a) to (i) under Delivery Materials in paragraph 6 below: (i.e. 8 weeks after the last delivery date of the last episode)	

5. **Territory:** Worldwide

6. **Delivery Materials** include:

- (a) each episode of the Programme in wav format, sampling at 48kHz and 16 bit, or in any format which RTHK may request;
- (b) a complete set of Copyright of Music & Song Register;
- (c) all documents and proof of licence or consent for use of all works in relation to the underlying copyright of the Programme as specified in Clause 7.3 of the Agreement, if applicable;
- (d) at least one photograph per each episode, which are suitable for publicity purposes and showing the Production Team at work;
- (e) a disc containing the original music created for each episode of the Programme, if applicable;
- (f) any production materials (e.g. CDs) purchased for the production of the Programme, if applicable;
- (g) a translated transcript of each episode of the Programme in English or Chinese respectively which has to be certified correct by the participant if the Programme's original recorded language is not English or Chinese, if applicable;
- (h) a Limited Assurance Engagement Report on the final production cost of the Programme; and
- (i) a self-evaluation report.

7. **Production Team:**

	Name	Hong Kong Identity Card Number or Passport Number and Nationality
Project Co-ordinator:		
Producer:		
Script Writer:		
Programme Host: (if interview / talk show programme)		

8. **RTHK Facilitator contact details:**

Educational Television Centre, Radio Television Hong Kong
79 Broadcast Drive, Kowloon, HONG KONG

Tel: 2331 2334

Fax: 2794 6279

9. **The Project Coordinator's contact details:**

Address:

Tel:

Fax:

Schedule II

Approved Production Budget

Schedule III

Approved Proposal

Schedule IV

Waivers of Moral Rights of the Production Team

In consideration of the award of the Agreement to [name of Participant]

I, the undersigned, hereby waive in favour of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“Government”), its authorised users, successors-in-title and assigns, all moral right subsisting in the all items listed in Clause 7.1.

Capitalised terms appearing herein have the meaning given to them in the agreement between [name of the Participant] and the Government.

Signature:

_____ **Date:** _____
Project Coordinator
Name of Project Coordinator:

Signature:

_____ **Date:** _____
Producer
Name of Producer:

Signature:

_____ **Date:** _____
Script Writer
Name of Script Writer:

Signature:

_____ **Date:** _____
Programme Host
Name of Programme Host:

Application Form

(↓) Handbook

(↓) Production Crew List Sample

(↓) Application for CIBF sample

(1) Particulars of Applicant

*Mandatory

Year/Quarter _____

*Please select Organization

Individual

Name of Applicant (Chinese)

The name should be the same as on your organization registered certificate

*Name of Applicant (English)

The name should be the same as on your organization registered certificate

*Please upload the Certificate of Registration of an Organization

 (↑)

Registered/Permanent Address (Chinese)

*English

Correspondence Address (if different from the above address)

*Telephone No.

Fax No.

*Email Address

Person of the Organization Responsible for the Application

Surname (Chinese)

should be the same as on the identity card

First Name (Chinese)

should be the same as on the identity card

*Surname (English)

should be the same as on the identity card

The post Applicant/ Person of the Organization Responsible for the application and the Project Coordinator shall be taken up by two different persons

First Name (Chinese)

should be the same as on the identity card

The post Applicant/ Person of the Organization Responsible for the application and the Project Coordinator shall be taken up by two different persons

Title (Chinese)

*English

*Hong Kong Identity Card No. ()

Project Coordinator

Surname (Chinese)

should be the same as on the identity card

First Name (Chinese)

should be the same as on the identity card

*Surname (English)

should be the same as on the identity card

The post Applicant/ Person of the Organization Responsible for the application and the Project Coordinator shall be taken up by two different persons

First Name (English)

should be the same as on the identity card

The post Applicant/ Person of the Organization Responsible for the application and the Project Coordinator shall be taken up by two different persons

Correspondence Address of Project Coordinator (Chinese)

*English

*Telephone No.

Fax No.

*Email Address

*Description of the Applicant

(Maximum 1000 characters)

(2) Project Details

- 2.1 *Programme Theme
- Theme of the Quarter 該季主題
 - Ethnic Minorities 少數族裔
 - Open Topic 自選題目

- 2.2 *Duration of Each Episode
- One Hour
 - Half an hour

- 2.3 *Format of Broadcasting
(briefly state how such format will benefit the programme.)
- Recorded
 - Live

(Maximum 250 characters)

- 2.4 *Programme Title

(Maximum 100 characters. You may also provide a Chinese version, or opt to let the Secretariat to translate it.)

節目名稱

(上限20字。閣下可同時提供英文版，或由大會安排翻譯本。)

- 2.5 *Programme Synopsis
(Consent must be given for uploading the synopsis onto the CIBS thematic website for public voting.)

(Maximum 750 characters. You may also provide a Chinese version, or opt to let the Secretariat to translate it.)

節目大綱 (同意上載主題網站予公眾評分之用。)

(上限150字。閣下可同時提供英文版，或由大會安排翻譯本。)

(3) Project Details

2.6 *Broadcast Language Cantonese Putonghua English Others (please specify)

2.7 *Is financial support needed? No Yes (Please fill in Application for CIBF)

2.8 * Is an advance disbursement of 20% of the approved funding needed? No Yes (Please specify the reason(s).)

(Applicants shall open an individual bank account for the Project to enable proper audit trail of the advance disbursement.)

(Maximum 250 characters)

2.9 *Project Objectives

(Maximum 500 characters)

2.10 *Target Audience

(Maximum 250 characters)

(4) Project Details

2.11 *Expected Deliverables

(Maximum 250 characters)

2.12 *Methods for Measuring Performance

(Maximum 500 characters)

2.13 *Please upload an oral presentation file not more than 3 minutes I ensure the uploaded audio clip has not infringed upon any copyright or other rights. Consent has also been given for uploading the audio clip onto the CIBS thematic website for public voting.

[Choose File]
(↑)

(Upload file format must be mp3 and up to 5MB maximum.)

2.14 *Programme Details of the 13-episodes, e.g. topic, content and guest list of each episode etc. (Content of each episode maximum 1000 characters)

Episode	Topic	Content
1	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
2	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
3	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
4	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
5	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
6	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
7	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)
8	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Maximum 1000 characters)

9		
	(Maximum 1000 characters)	(Maximum 1000 characters)
10		
	(Maximum 1000 characters)	(Maximum 1000 characters)
11		
	(Maximum 1000 characters)	(Maximum 1000 characters)
12		
	(Maximum 1000 characters)	(Maximum 1000 characters)
13		
	(Maximum 1000 characters)	(Maximum 1000 characters)

2.15 *Programme Structure, Time Allocation and Segments

(Maximum 1500 characters)

(5) Production Crew List

* Please state the relevant experiences of the participant(s) (e.g. producer, project coordinator, etc.). (If you find it difficult to fill in the form, please read the sample for reference.)

Note:

1. Project Coordinator shall be equal to the one as written in section 1. The project coordinator will be responsible for communicating with RTHK and cannot be replaced if not necessary.

	Role of the Participants	Full Name	Relevant Experiences (Maximum 250 characters)
1	<input style="width: 95%; height: 20px;" type="text"/> v	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
2	<input style="width: 95%; height: 20px;" type="text"/> v	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
3	<input style="width: 95%; height: 20px;" type="text"/> v	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

4	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>	<input type="text"/>
7	<input type="text"/>	<input type="text"/>	<input type="text"/>
8	<input type="text"/>	<input type="text"/>	<input type="text"/>
9	<input type="text"/>	<input type="text"/>	<input type="text"/>
10	<input type="text"/>	<input type="text"/>	<input type="text"/>
11	<input type="text"/>	<input type="text"/>	<input type="text"/>
12	<input type="text"/>	<input type="text"/>	<input type="text"/>
13	<input type="text"/>	<input type="text"/>	<input type="text"/>
14	<input type="text"/>	<input type="text"/>	<input type="text"/>
15	<input type="text"/>	<input type="text"/>	<input type="text"/>
16	<input type="text"/>	<input type="text"/>	<input type="text"/>
17	<input type="text"/>	<input type="text"/>	<input type="text"/>
18	<input type="text"/>	<input type="text"/>	<input type="text"/>
19	<input type="text"/>	<input type="text"/>	<input type="text"/>
20	<input type="text"/>	<input type="text"/>	<input type="text"/>

(6) Application for CIBF

Budget Summary

(If you find it difficult to fill in the form, please read the guidelines at the end of the form or refer to the sample for reference.)

Category	Job Titles Guideline 1	Per Episode (per person)(HK\$) Guideline 2	Total Head-count of 13 episodes Guideline 3/4	Total Amount Applied (HK\$)
Production Crew List Guideline 5	* Project Coordinator	300		
	* Producer	300		
	* Technical Producer	300		
	* Scriptwriter	300		
	* Researcher	300		
	* Actor/Presenter	300		
			* Sub-total	

Services and Goods

Item	Unit Rate	Quantity	Total Amount Applied (HK\$)
* Studio Rental (one-hour episodes) Guideline 6			
* Studio Rental (half-hour episodes) Guideline 6			
* Music CD (piece(s)) Guideline 7			
* Limited Assurance Engagement Report Guideline 8			
+ Add Item		* Sub-total	
		* Total	

Additional Information

(Not more than 500 Characters)

Guidelines on Preparation of Production Budget:

1. For each episode, there shall be no more than ten people assuming the six posts of producers, project coordinators, researchers, scriptwriters, actors/presenters and technical producers. The respective quota for producers, project coordinators and technical producers is one, researchers and scriptwriters two, and actors/presenters eight. A standard honorarium of HK\$300 per episode will be given to each participant .
2. A standard honorarium of HK\$300 per episode will be granted to each participant. A person assuming more than one post for the same episode can only receive a total of HK\$300 as honorarium.

3. "Total Head-count of 13 episodes" is calculated by adding up all the people employed for the same job-title in the thirteen episodes.
 Example 1: "Researcher" - Two researchers were employed for episode 1 to episode 5. One researcher was employed for episode 6 to episode 11. Again, two researchers were employed for episode 12 to episode 13. The "Total Head-count of 13 episodes" would be {2 (persons) x 5 (episodes)} + {[1 (person) x 6 (episodes)] + {2 (persons) x 2 (episodes)} = 20 head-count.

 Example 2: "Performers/Presenters" - Eight performers/presenters were employed for episode 1. Two for episode 2. Three for episode 3. Six for episode 4. Three for episode 5. Six for episode 6. Seven for episode 7. Eight for episode 8. One for episode 9. Two for episode 10. Three for episode 11. Four for episode 12. Five for episode 13. The "Total Head-count of 13 episodes" would be {8 (persons) + 2 (persons) + 3 (persons) + 6 (persons) + 3 (persons) + 6 (persons) + 7 (persons) + 8 (persons) + 1 (person) + 2 (persons) + 3 (persons) + 4 (persons) + 5 (persons)} = 58 head-count.

 Example 3: "Project Coordinator" - One Project Coordinator was employed throughout episode 1 to 13. The "Number of persons employed for 13 episodes" = 13 head-count.
4. Please be reminded about the ceilings of the number of staff for different job titles and each episode. Expenditure exceeding the ceiling should be borne by the applicant.
5. Apart from project coordinators and presenters, other posts may be filled as required.
6. "Unit Rate" refers to the hourly studio rental fee and "Quantity" refers to the number of hours of studio required (hours).
7. The total expenditure on music CDs shall not exceed HK\$1,000 and the maximum number shall not exceed ten.
8. "Limited Assurance Engagement Report" should be prepared by Certified Public Accountants. "Unit Rate" refers to the charge of one report. "Quantity" is "1".
9. If the applicant wish to apply funding for any other related services or goods, please state in the "Others" fields and provide reason & details.
10. Producers of Non-Chinese or non-English programmes are required to provide the Chinese or English translation of transcripts to RTHK and to certify on that the programme contents comply with the broadcasting regulations and codes. Applicants may apply CIBF for translation fee if needed.

(7) Declaration and Undertaking

The applicant hereby declares that:

- i) The person of the organization responsible for the application is a Hong Kong resident and is aged 18 or above;
- ii) all information given in this application form and the attached documents are accurate and complete; materials regardless of its forms and statements in the application form, including but not limited to textual and audio materials of the CIBS, have not infringed upon any copyright or other rights; consent is also given to RTHK to display the materials on its website for public voting;
- iii) the application proposal shall remain valid for twelve months from the deadline of application regardless whether it is accepted by RTHK or not unless it is withdrawn in writing by the applicant; and
- iv) the person of the organization responsible for the application is not full-time or part-time employee employed by RTHK under permanent terms or NCSC contract, or as a Category II service provider.

Personal Information Collection Statement

(a) Personal data provided by applicants in the application forms and all other documents will be used for the following purposes:

- (i) application assessment (including public voting and assessment by the Selection Committee); and
- (ii) evaluation of the effectiveness of the CIBS project.

All personal data provided by applicants will be handled with due care. In processing the applications, such data may be used for public voting or accessed by members of the Selection Committee as well as relevant third parties. Such data shall not be used for any purposes other than those stated above.

(b) Applicants who wish to gain access or make corrections to their personal data may submit the requests in writing to the CIBS Secretariat.

* I, the person of the organization responsible for the application, make this solemn declaration conscientiously believing the same to be true and accurate.

Our organization agree to receive updates about CIBS.

(Note: Choice of use of personal information can be amended at “My Profile” in the future.)



THIS AGREEMENT is made on XXX day of XXX of 201X.

BETWEEN

1. **The Government of the Hong Kong Special Administrative Region** of the People's Republic of China, as represented by the Director of Broadcasting of Radio Television Hong Kong with address at 30 Broadcast Drive, Kowloon, Hong Kong ("**RTHK**"); and
2. [Company Name], a company incorporated under the laws of Hong Kong whose registered office/principal place of business is [xxx] with business registration number [XXXX] ("**Company**")

WHEREAS

RTHK wishes to engage the Company to produce a Programme in accordance with the terms and conditions in this Agreement and Schedules I to IV appended hereto.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and interpretation**

- 1.1 In this Agreement, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"Audited Report" means the report containing the figures of the final production costs of the Programme as compared to the Production Budget attached and is audited by a professional accountant holding practicing certificate or a corporate practice within the meaning of the Professional Accountants Ordinance (Cap. 50). A copy of the sample template of Audited Report is attached as reference at Schedule V.

"Commissioning Editor" means the person specified in paragraph 8 of Schedule I or any person nominated from time to time by RTHK as the Commissioning Editor.

"Cable Programme Service" means the provision of a television programme service that involves the transmission by cable or optic fibre (whether alone or in combination with a multipoint microwave distribution system or satellite mass antenna television) of television programmes that are made available to two or more premises simultaneously or the general public on payment of a subscription.

"Delivery Date" means any one of the dates as specified in paragraph 4 of Schedule I.

"Delivery Materials" means the materials specified in paragraph 6 of Schedule I.

“Fine Cut” means the assemblage of the footages of the Programme in consultation with the Commissioning Editor and with changes requested addressed and locked off to an agreed duration between the Company and Commissioning Editor.

“Free-to-Air Television Service” means the provision of a television programme service that involves the transmission by analogue or digital terrestrial radio communications of television programmes that are readily accessible to, and made available free of charge to the general public.

“Guidelines” means the Radio Television Hong Kong Producers’ Guidelines dated May 2015 and any update thereafter and is posted on http://rthk.hk/about/pdf/pg_e_2015.pdf.

“Home Entertainment Service” means the exploitation, distribution or sub-distribution of television programmes in the form of video compact disc (VCD) or digital video disc (DVD) or any other form of videogram which may be developed in the future.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

“Internet” means an interconnected system of networks that connects computers around the world via the transmission control protocol / internet protocol.

“Programme” means a single television programme or a series of television programmes within the series specified in paragraph 1 of Schedule I to be produced by the Company in accordance with this Agreement, and the subtitled version thereof.

“Production Budget” means a budget detailing the expenditure items for the production of the Programme prepared by the Company and approved by RTHK and attached hereto as Schedule II.

“Production Schedule” means a schedule of events indicating the stages of production of the Programme specified in paragraph 4 of Schedule I.

“Production Team” means those persons specified in paragraph 7 of Schedule I, being the employees or contractors of the Company designated in different position to produce and complete the Programme in accordance with this Agreement.

“Programme Service” means the provision of a television programme service that includes television programmes for transmission by terrestrial telecommunications on a point-to-point basis in response to a specific request, is available to two or more premises or to the general public and is made available on payment of a subscription.

“Rough Cut” means the assemblage of the footages of the Programme which accords with the Treatment, or any changes thereto, as approved by the Commissioning Editor, which shall present clearly the structure and content of the Programme as the subject for Fine Cut.

“Satellite Television Service” means the provision of a television programme service that involves the transmission by satellite of television programmes that are made directly available to two or more premises simultaneously or the general public free of charge or on payment of a subscription.

“Sound Broadcasting Service” means the transmission of sound (otherwise than as part of a television broadcast) for general reception by means of radio waves.

“sub-contractors” includes sub-contractors at all tiers of sub-contracting;

“Sum” means the sum of money payable by RTHK to the Company as specified in paragraph 2 of Schedule I and in accordance to Clause 3 of this Agreement.

“Territory” means the country, territory or area specified in paragraph 5 of Schedule I.

“Third Party” (in upper case) means any person other than the Company or any of its employees, subcontractors or agents engaged for the purposes of or in connection with this Agreement. The term “third party” (in lower case) is a generic term and includes any person other than the Company.

“Treatment” means a document indicating the structure and content of the Programme that has been presented to RTHK by the Company before the signing of this Agreement as the same may from time to time be revised with the approval of RTHK pursuant to Clause 6.2(b).

- 1.2 In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include any gender; unless stated otherwise, references to Clauses and Schedules are to clauses and schedules of this Agreement. References to any statute or ordinance shall be deemed to be references to that statute or ordinance as from time to time amended, re-enacted or substituted and includes all subsidiary legislation thereunder. Clause headings are inserted for convenience only and shall be ignored in construing this Agreement.

2. **Engagement**

- 2.1 RTHK engages the Company and the Company accepts the engagement regarding the production of the Programme in accordance with this Agreement.

- 2.2 The engagement shall commence on the date of this Agreement and shall continue until the earlier of:

- (a) completion of the Programme, delivery by the Company to RTHK of all the Delivery Materials, the submission of the Audited Report, and completion of all other obligations and duties under this Agreement, in all cases in accordance with the requirements of this Agreement and to the satisfaction of

RTHK; or

- (b) termination of this Agreement pursuant to the provisions of this Agreement.

3. **Payment**

3.1 Subject to the terms and conditions of this Agreement and the observance and performance by the Company of its duties and obligations under this Agreement, RTHK shall pay the Company the Sum as specified in paragraph 2 of Schedule I in accordance to the following schedule:

- (a) 20 % of the Sum on signing of this Agreement;
- (b) 20 % of the Sum on receipt and approval by RTHK an written confirmation from the Company regarding the treatment, shooting script, Production Schedule and locations for shooting, the lists of casting, equipment and facilities used and Production Team on or before Day, Month, Year;
- (c) 10% of the Sum on completion of principal photography on or before Day, Month Year.
- (d) 20 % of the Sum on approval by RTHK of the Rough Cut of the Programme on or before Day, Month, Year;
- (e) 5 % of the Sum on approval by RTHK of the Fine Cut of the Programme on or before Day Month Year;
- (f) 5% of the Sum upon delivery of the Programme to the satisfaction of RTHK in accordance with Clause 11 and the Delivery Materials on or before Day Month Year; and
- (g) 20% of the Sum upon submission of an Audited Report to the satisfaction of RTHK on or before the Submission Deadline specified in paragraph 4 of Schedule I and completion of all the services and tasks under this Agreement to RTHK's satisfaction and that the Company has complied with all contractual requirements. The Company fully understands and agrees that all time stipulations set out in this Agreement are the essence of the submission. RTHK shall not make any payment under this sub-clause or be responsible for any cost, money, disbursement or expense (if any) incurred by the Company for an Audited Report **not** submitted to the satisfaction of RTHK on or before the Submission Deadline. The Company agrees to waive all its rights to claim for any payment, money, cost, disbursement or expense for an Audited Report **not** submitted to the satisfaction of RTHK on or before the Submission Deadline. RTHK expressly reserves all its rights to claim for any loss or damage suffered by RTHK as a result of or in connection with the late submission or non-submission of an Audited Report by the Company.

3.2 Notwithstanding anything in this Agreement to the contrary, each portion of the Sum specified in Clause 3.1 will only be paid within 30 days after RTHK is in receipt of an invoice for such portion which can only be issued after that portion becomes payable

under Clause 3.1.

- 3.3 Without prejudice to any right or remedy to which RTHK may otherwise be entitled, RTHK shall not be obliged to make the payment referred above if any material defects in the Programme which have been identified to the Company in writing, to be corrected in accordance with Clause 4 below, remain uncorrected to the reasonable satisfaction of RTHK.
- 3.4 In the event that during the course of the production of the Programme, substantial and material changes has taken place which cause certain expenditure items in the Production Budget to be unnecessary, RTHK shall have the right to re-evaluate the Production Budget and reduce the Sum payable to the Company accordingly.
- 3.5 The Production Budget as attached in Schedule II is approved and accepted by RTHK, the fees budgeted for Executive Producer(s), Producer(s) and Director(s) or any positions in the “A” part of the Production Budget shall not be increased at any time even when the final production costs indicate an under-budget situation.
- 3.6 In the event that the Audited Report indicates that the total audited expenditure on the production of the Programme is less than the Sum, the Sum shall be deemed to have been reduced to an amount equal the total expenditure amount as audited in the Audited Report. If RTHK has already made an overpayment pursuant to the payment schedule under Clause 3.1, the Company shall immediately refund to RTHK the overpaid amount. Any outstanding installment of the Sum specified in Clause 3.1(g) shall either no longer be payable or be reduced according to the difference between the original amount of the Sum and revised amount of the Sum pursuant to this Clause.
- 3.7 The Sum constitutes the sole remuneration payable to the Company by RTHK for performing its obligations and duties under this Agreement. No other money or compensation whatsoever shall be payable by RTHK to the Company in respect thereof (whether by way of upfront payment or reimbursement). All costs and expenses incurred by the Company whether or not purportedly in discharge of its obligations and duties under this Agreement shall be deemed as costs and expenses incurred for performing such obligations and duties, and be compensated for in the form of the Sum only. The Company shall perform all of its obligations and duties at its own cost, and will receive no reimbursement or payment in advance from the Company, apart from in the form of the Sum.
- 3.8 In line with the Hong Kong government policy of promoting and rewarding excellence in creativity for independent producers and in the event that this Programme is awarded any prize money, testimonials or trophies at any film or television festivals or competitions and where the Company act in accordance to Clause 9(j) of this Agreement, upon RTHK’s receipt of the aforementioned items, RTHK shall provide to the Company an incentive of an amount of Hong Kong dollars equivalent to the prize money received for the Programme.

4. **Errors and omissions**

Without prejudice and in addition to Clause 11 and any other claim, cause of action or

remedy whatsoever which RTHK may otherwise have against the Company, in the event that the Programme or any of the Delivery Materials contains any errors or omissions or any part which RTHK considers is not suitable for broadcast, the Company shall correct the same forthwith upon being requested in writing by RTHK to do so or upon becoming aware of the same and such correction shall be effected without charge to RTHK and to the reasonable satisfaction of RTHK.

5. **Programme and the conduct of work**

The Company hereby agrees to:

- (a) complete the Programme in accordance to the Production Schedule and in a professional manner, carry out its duties and obligations hereunder with all due and reasonable diligence and perform to such standard generally observed in the industry for similar services;
- (b) ensure that any person employed or engaged or appointed by it shall use all proper and professional skill, care and diligence in the performance of its duties and obligations under this Agreement;
- (c) ensure that the Programme shall comply with the editorial and ethical standards of the Territory; and with the laws and television programme and technical standards stipulated by the relevant authorities of the Territory;
- (d) comply at all times with the Guidelines;
- (e) ensure that the Programme is based on the Treatment, made in accordance with the Production Schedule, shot in the format specified in paragraph 3 of Schedule I and completed with Chinese subtitles, opening title sequence and programme series title;
- (f) ensure that the Programme is delivered in the format specified in paragraph 6 of Schedule I; and
- (g) engage, maintain and use the Production Team or such replacements of equivalent status and qualification subject to prior written approval by RTHK, throughout the period of validity of this Agreement for the production of the Programme.

6. **Consultation**

- 6.1 RTHK as represented by the Commissioning Editor shall liaise with the Company during the production of the Programme. The Commissioning Editor, save to the extent inconsistent with or going beyond the Company's duties and obligations under this Agreement, may give directions and guidance to the Company in relation to the production of the Programme.
- 6.2 The Company shall consult the Commissioning Editor at all stages of the production of the Programme, including without limitation:

- (a) the choice of stories prior to filming;
- (b) finalization of the Treatment and Production Schedule;
- (c) commencement of principal photography;
- (d) completion of Rough Cut;
- (e) prior to the locking-off of the Programme to the agreed duration;
- (f) completion of Fine Cut;
- (g) preparation of credits and graphics; and
- (h) completion of audio mix.

6.3 Upon request by RTHK, the Company shall provide access to RTHK or its authorized representatives for the monitoring of all rushes, Rough Cut, Fine Cut and sound mix for the Programme.

6.4 In the event of a dispute between the Company and Commissioning Editor, the professional opinion of the Commissioning Editor shall rule and the Company has the right to disassociate the Programme by not presenting itself in the credits of the Programme.

7. **Intellectual Property Right & Ownership**

7.1 Save as provided in Clause 7.2 and Clause 7.3, the ownership of, and all Intellectual Property Rights subsisting in the Programme (finished or otherwise), the Delivery Materials (finished or otherwise) and all the other underlying works created, generated or acquired by the Company, its employees, contractors, subcontractors or agents (including the Production Team) in the course of the performance of this Agreement, including without limitation, any scripts, photographs, other literary or dramatic works, music, plans, software, source code and object code of all programming, data, models (computer models or otherwise), materials and drafts of all and any of the aforementioned items (saved as excepted), shall be vested in and belong to RTHK upon creation or to the extent they already exist as at the date of this Agreement, are hereby assigned in favour of RTHK, in each case free and clear of all rights, interests, encumbrances of whatsoever nature whether belonging to the Company or any other person.

7.2 On or before the Delivery Date or upon the early termination of this Agreement for whatever reason whichever is earlier, the Company shall provide RTHK with a list of underlying works (a) which exist as at the date of this Agreement, and (b) the Intellectual Property Rights in which belong to Third Parties as at the date of this Agreement. The Company shall specify in the list such additional details as RTHK may require. Subject to verification by RTHK of the items specified in the list, the provisions of Clause 7.1 shall not apply to the underlying works specified in the list provided by the Company under this Clause 7.2.

- 7.3 In relation to each item of underlying work as specified in the list as approved by RTHK under Clause 7.2, the Company shall procure the relevant Third Party which owns the Intellectual Property Rights in such underlying work to grant in favour RTHK, and each of its authorized users, successors and assigns, of a non-exclusive, sub-licensable, transferable, royalty-free, world-wide and irrevocable licence to exercise all and any of the rights specified in Clause 8 in respect of such underlying work whether on its own or as incorporated in the Programme for the full period of protection of the Intellectual Property Rights subsisting in such underlying work under the laws of all and any applicable jurisdiction of the Territory.
- 7.4 The Company hereby waives and will procure its employees, sub-contractors and agents (including members of the Production Team) to waive all moral rights (whether past, present or future) which any of the items as listed in Clause 7.1 may have in the Programme and/or any respective part thereof. The waiver shall operate in favour of RTHK, its assigns, authorized users and successors in title and shall take effect from the date of this Agreement. A pro forma waiver is attached hereto as Schedule III and shall be signed by each member of the Production Team as listed in paragraph 8 of Schedule I and by other relevant employees, sub-contractors and agents of the Company and such replacements engaged in the production of the Programme.
- 7.5 The Company shall procure and before the fixation and / or recording of any performance or otherwise to be incorporated into or contained in the Programme and/or the Delivery Materials:
- (a) the grant by the performer of that performance to RTHK, its authorized users, assigns and successors in title a sub-licensable, non-exclusive, irrevocable, assignable, transferable and applicable throughout the Territory the right and licence to exercise all his performers' economic rights in relation to such performance;
 - (b) the consent of the performer and all other persons which may be necessary for each of RTHK and the Company to make fixations and/or recording of such performance; and
 - (c) the consent of the performer and clearance from that performer and all other persons as may be necessary for such fixation and/or recording of the performance and for performing any acts restricted by sections 203 to 205 of the Copyright Ordinance by RTHK and/or any of its successors in title, authorized users, and assignees (including the Company) in relation to such fixation or recording, or copies thereof, and at no additional cost to any of them.

The afore-mentioned grant, consent and clearance shall continue to subsist so long as the performer's economic rights and the performer's non-economic rights subsist in the relevant performance.

The terms "fixation", "performers", "performance", "performers' economic rights", "performers' non-economic rights" and other related terms in this

Agreement including this Clause shall have the same meanings as those given to them in Part III (Rights in Performances) of the Copyright Ordinance.

- 7.6 For the purposes of Clauses 7.1, 7.3, 7.4 and 7.5, the Company undertakes to execute or procure the execution of all such deeds and documents and take all such steps as RTHK may from time to time require for the purposes of assuring the performance of its duties and obligations hereunder and of securing the rights assigned or intended to be assigned under this Agreement.

8. **Rights of RTHK**

The purposes for which RTHK may exploit the Programme and/or the Delivery Materials and/or the items, whether as the owner of the Intellectual Property Rights therein by virtue of Clause 7.1 or as a licensee by virtue of the licence specified in Clause 7.3 and 7.4, whichever is applicable, include but are not limited to, the following:

- (a) the right to broadcast, transmit, exploit or include or authorize any person to broadcast, transmit, exploit or include the Programme and/or the Delivery Materials and/or any respective part thereof, by all means and in all media, whether now or hereafter devised for any purpose whatsoever, including without limitation, the broadcast, transmission, exploit or inclusion of the Programme and/or the Delivery Materials and/or any respective part thereof in any Free-to-Air Television Service, Cable Programme Service, Satellite Television Service, Programme Service, Sound Broadcasting Service, the Internet and Home Entertainment Service;
- (b) the right to advertise and publicize or authorize any person to advertise and publicize the title of the Programme, names and photographs of the artistes, producer and director for the promotion of the Programme and or RTHK;
- (c) the right to use or authorize any person to use the Programme and/or the Delivery Materials and/or any respective part thereof (including without limitation, the excerpts of the Programme) in any manner it thinks fit for publicity purposes generally or for the promotion of the Programme;
- (d) the right to use, copy, adapt, change, revise, delete from, add to or rearrange the Programme and/or the Delivery Materials and/or any respective part thereof, or authorize any person to do the same, for such purposes it thinks fit, including without limitation, for the purposes of re-subtitling, dubbing or programme scheduling; and
- (e) the right to make, produce, sell, publicly exhibit, lease, license, hire, market, reproduce mechanically, graphically, electronically, digitally or otherwise howsoever, exploit or authorize any person to do the same, in respect of the Programme and/or the Delivery Materials and/or respective part thereof in whole or in part with or without adaptation.

9. Warranties

The Company warrants, undertakes and agrees that:

- (a) it has full power and authority to enter into this Agreement and to give effect to its terms;
- (b) except for the underlying works identified under Clause 7.2 and for those items listed in Clause 7.1 created after the date of this Agreement, immediately prior to the signing of this Agreement, the Company legally and beneficially owns those items, and has the right to assign to RTHK those items on the terms set out in Clause 7.1;
- (c) unless they already exist as at the date of this Agreement, all items listed in Clause 7.1 consist of original works created, developed or made by the Production Team for RTHK during the course of or in connection with this Agreement;
- (d) after the vesting and assignment under Clause 7.1, all of the items listed in Clause 7.1 is and will be owned by RTHK free from all rights, interests, encumbrances of whatsoever nature whether belonging to the Company or any other person;
- (e) in respect of the underlying works mentioned in Clause 7.2, the Company has a valid and continuing licence under which it is entitled to use the same to the extent necessary or desirable for performing its obligations and duties under this Agreement or for producing the Programme, the Delivery Materials and other underlying works in accordance with the requirements of this Agreement, and it has separately procured all necessary licenses, clearances and consents in favour of RTHK and each of its authorized users, assigns and successors-in-title on the terms set out in Clause 7.3;
- (f) there are no claims, actions or proceedings (pending or threatened) which may adversely affect the rights of RTHK under this Agreement;
- (g) the provision of any services by the Company or the otherwise performance of this Agreement by the Company does not and will not infringe the Intellectual Property Rights of any person;
- (h) the exercise by RTHK, its authorized users, assigns and successors-in-title of any of the rights granted under this Agreement will not infringe any Intellectual Property Rights of any person;
- (i) the Programme does not contain any materials which are obscene, libelous or defamatory.
- (j) the Company shall seek RTHK's prior written approval before the submission of the Programme or any versions of the Programme to any television festivals or film festivals or otherwise public viewing for any purposes whatsoever; the Company shall bear all costs related to such submission and should the Programme or any versions of the Programme be awarded any prize money,

testimonials or trophies, the Company shall hand over all such prize money, testimonials or trophies to RTHK immediately; and

- (k) the members of the Production Team as listed in paragraph 7 of Schedule I shall be the people who will carry out the production of the Programme save for any replacement from time to time approved by RTHK.

10. **Credits**

- 10.1 Credits as shown on the Programme shall be in the form provided by RTHK.
- 10.2 The closing credits of the Programme shall contain a credit for each of the Commissioning Editor and the directors and executive producers of the Company.

11. **Delivery**

- 11.1 Unless otherwise agreed by the parties to this Agreement, the Company shall deliver the Programme and the Delivery Materials (listed under paragraph 6 of Schedule I) on or before the Delivery Date specified in paragraph 4 of Schedule I.
- 11.2 Should RTHK find the Programme (or any part thereof) and the Delivery Materials (or any part thereof) delivered under this Agreement not of a technical standard suitable for television broadcast, RTHK shall by written notice inform the Company. The Company shall deliver replacement Programme and Delivery Materials to the satisfaction of RTHK within seven (7) days from the date of the notice or at such later date as determined by RTHK. All costs and expenses arising out of such replacement shall be borne by the Company.
- 11.3 The Company shall submit the Audited Report on or before the Submission Deadline specified in paragraph 4 of Schedule I.

12. **Indemnity**

- 12.1 In addition to and without prejudice to Clause 13, the Company shall indemnify and keep indemnified RTHK from and against:
 - (a) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against RTHK; and
 - (b) all liabilities and indebtedness (including without limitation liabilities to pay damages or compensation), losses, damage, costs and expenses incurred or suffered by RTHK (including all legal and other costs, charges, and expenses, on a full indemnity basis, which RTHK may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against RTHK).

which in any case arise directly or indirectly from, or in connection with, or out of, or which relate in any way to:

- (i) a breach of any provision of this Agreement by the Company;
- (ii) any warranty and representation given by the Company in this Agreement is incorrect, inaccurate, incomplete or misleading;
- (iii) the negligence, recklessness, or willful misconduct of the Company or of any member of the Production Team in performing this Agreement; or
- (iv) (whether or not involving any element of fault or negligence on the part of the Company) any act or omission of the Company, or of any member of the Production Team, in performing this Agreement.

(Each of the above is separate and shall be construed independently and shall not prejudice, or be limited by reference to or inference from, the other of them or other provisions of this Agreement.)

13. Intellectual Property Right Indemnities

13.1 In addition to, and without prejudice to, Clause 12 and Clauses 13.2 to 13.5, the Company shall indemnify and keep indemnified the RTHK, its authorized users, assigns and successors-in-title (collectively “indemnified parties”) from and against:

- (a) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against an indemnified party; and
- (b) all liabilities and indebtedness (including without limitation liabilities to pay damages or compensation), losses, damage, costs and expenses incurred or suffered by an indemnified party (including all legal and other costs, charges, and expenses, on a full indemnity basis, which an indemnified party may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against an indemnified party)

which an indemnified party may sustain or incur, directly or indirectly as a result of or in connection with the infringement or alleged infringement of any Intellectual Property Right of a third party by the Company or an indemnified party arising from (each an “infringing act”):

- 13.1.1 the exercise by RTHK of any Intellectual Property Right subsisting in those items listed in Clause 7.1; or the exercise of any right conferred on RTHK by virtue of the licences mentioned in Clause 7.3; or
- 13.1.2 the performance by the Company of this Agreement in the manner provided for or contemplated under this Agreement; or
- 13.1.3 the enjoyment or exercise by the RTHK of any of its right or powers under this Agreement; or
- 13.1.4 (whether or not involving any element of fault or negligence on the part of the Company) any act, omission or default by the Company in the performance of this

Agreement; or

- 13.1.5 the breach of any warranties or representations set out in this Agreement concerning Intellectual Property Rights.

(Each of the above is separate and shall be construed independently and shall not prejudice, or be limited by reference to or inference from, the other of them or other provisions of this Agreement.)

- 13.2 In the event that there is an infringing act or an alleged infringing act, the Company shall forthwith upon the first written request of RTHK, at its own costs and expenses, without prejudice to any other rights and remedies of an indemnified party:

- 13.2.1 procure the consent of all relevant parties on such terms to the satisfaction of RTHK to permit the infringing act or alleged infringing act; or

- 13.2.2 adapt, modify or replace the affected items so as to avoid infringement of any third party's Intellectual Property Rights (in which event the Company shall compensate RTHK for the full amount of any loss and damage sustained or incurred by RTHK arising from such adaptation, modification or replacement) provided always that any adaptation, modification or replacement must first be approved by RTHK in writing.

- 13.3 Without prejudice to any other rights and claims that the RTHK may have under this Agreement or at law, if neither Clause 13.2.1 nor Clause 13.2.2 can be accomplished, then:

- 13.3.1 the Company shall forthwith abstain from performing the infringing act or alleged infringing act;

- 13.3.2 refund the Sum paid by RTHK;

- 13.3.3 the Company shall compensate RTHK for all costs and expenses incurred by the RTHK in procuring and implementing replacement services, equipment, software or facilities; and

- 13.3.4 RTHK may, at its option, terminate this Agreement in accordance with Clause 14.1.

- 13.4 Whether during the continuance of this Agreement or thereafter, the Company shall forthwith notify RTHK in writing if any claim or demand is made or action brought against it for infringement or alleged infringement of any Intellectual Property Rights arising from any of the circumstances mentioned in any of sub-clauses of Clause 13.1 whether during the continuance of this Agreement or thereafter.

- 13.5 As and when RTHK may require whether during continuance of this Agreement or thereafter, the Company shall, at its cost, forthwith upon receiving written directions and instructions from time to time of RTHK, take all such actions (including initiating or defending a legal action in its name or in such other manner as RTHK deems fit), or provide to RTHK all such documents or information in the possession or under the control of the Company, to cause all and any claims, demands, or actions instituted

against RTHK and/or the Company referred to in Clause 13.4 to be withdrawn, resisted, disputed, counter-claimed, settled or compromised in such manner as the RTHK may direct.

14. Termination

- 14.1 Without prejudice to other rights and claims of RTHK under this Agreement or at law, RTHK shall be entitled to terminate this Agreement by serving a 14 days' notice in writing on the Company if:
- 14.1.1 the Company persistently or flagrantly fails to carry out the whole or any part of this Agreement punctually or in accordance with the terms and conditions of this Agreement; or
 - 14.1.2 the Company fails to observe or perform any of its obligations under this Agreement and (in the case of a breach capable of being remedied) has failed to remedy the breach to the satisfaction of RTHK within 14 days (or such longer period as RTHK may, in its sole discretion, allow) after the issuance by RTHK to the Company of a notice in writing requiring it to do so; or
 - 14.1.3 any of the warranties or representations made or deemed to have been made by the Company to RTHK in this Agreement or otherwise during the continuance of this Agreement is untrue or incomplete or inaccurate; or
 - 14.1.4 a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganization, reconstruction, or dissolution of the Company otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by RTHK in writing, or the Company makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the Company or all or any part of its business or assets; or
 - 14.1.5 the Company abandons this Agreement in part or in whole;
 - 14.1.6 the Company assigns or transfers or purports to assign or transfer all or any part of this Agreement or all or any of its rights or obligations thereunder without the prior written consent of RTHK; or
 - 14.1.7 pursuant to Clause 13.3.4 or Clause 15.1;
- 14.2 RTHK may at any time or times prior to completion of the Programme at its option terminate this Agreement by giving the Company fourteen (14) days' written notice of such termination;
- 14.3 Upon early termination (howsoever occasioned) or expiry of this Agreement ("Termination"):
- 14.3.1 this Agreement shall be of no further force and effect, but without prejudice to:

- (a) RTHK's rights and claims under this Agreement or otherwise at law against the Company arising from antecedent breaches of this Agreement by the Company (including any breach(es) which entitle RTHK to terminate this Agreement);
- (b) the rights and claims which have accrued to a party prior to the Termination; and
- (c) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive Termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement including without limitation Clauses 1(Definitions and Interpretations), 4 (Errors and Omissions), 7 (Intellectual Property Rights and Ownership), 8 (Rights of RTHK), 9 (Warranties), 12 (Indemnities), 13(Intellectual Property Right Indemnities), 14(Termination), and 23 (Severability), 24 (Waiver) and 25 (Governing Law and Jurisdiction).

- 14.3.2 RTHK shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Company due to the Termination;
- 14.3.3 RTHK may, without prejudice to any accrued rights and claims of RTHK for breach of the whole or any part of this Agreement, itself take up the uncompleted Programme (or any part thereof) or contract out the uncompleted Programme (or any part thereof) to another contractor(s) whereupon in the event of termination pursuant to Clause 14.1, the Company shall be liable for all costs and expenses thereby incurred by RTHK in excess of the Sum plus an administrative charge of 20% of the excess as and for liquidated damages and not as a penalty to compensate RTHK for its losses arising from the Termination;
- 14.3.4 unless and to the extent waived by RTHK taking into account the work which has actually been done by the Company, and the extent to which the work complies with the requirements of this Agreement, the Company shall refund to RTHK all portions of the Sum which have been paid under Clause 3.1;
- 14.3.5 the Company shall forthwith deliver to RTHK all items as listed in Clause 7.1 and the underlying works listed in Clause 7.2, stored in whatever media, which are in the possession or under the control of the Company. In the event that any of the aforesaid materials or items are located within the premises of the Company, RTHK and any person(s) authorized by it are hereby granted an irrevocable licence to, anytime and from time to time within one year after termination of this Agreement, enter such premises for the purpose of taking possession of such materials or items;
- 14.3.6 the Company shall compile and submit to RTHK a report of the work performed under this Agreement up to Termination;
- 14.3.7 subject only to Clause 14.3.8, regardless of the cause (the absence thereof) or basis

for the Termination, RTHK shall have no obligation to pay to the Company any money whatsoever arising from the Termination; and

- 14.3.8 in the event that this Agreement is terminated pursuant to Clause 14.2, RTHK shall, subject to the right deductions, set-off and counter-claim which RTHK may have under this Agreement or at law, pay to the Company such portion of the Sum (taking into account such amount which has already been paid and not refunded pursuant to Clause 14.3.4) as is fairly and equitably payable to the Company for such work performed by the Company in the period up to the effective date of Termination (and which remains unpaid pursuant to the payment schedule under Clause 3), having regard to the work actually performed by the Company and the extent to which such work complies with the requirements of this Agreement. For the avoidance of doubt, RTHK is not obliged to pay any money under this Clause 14.3.8 to the Company after taking into account such portion of the Sum which has already been paid and not required to be refunded under Clause 14.3.4.

15. Corrupt Gifts

- 15.1 If the Company or any employee or agent of the Company shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to this Agreement, RTHK may terminate this Agreement pursuant to Clause 14.1.

16. Employment of Child Entertainers

If the Company shall employ child entertainers or child actors for the production of the Programme, the Company shall comply with the Employment of Children Regulations, made under the Employment Ordinance (Cap. 57). For more detailed conditions and restrictions for the employment of children, please refer to "A Concise Guide to the Employment of Children Regulations" at <http://www.labour.gov.hk/eng/public/lid/ConciseGuideEmploymentChildrenRegulations.pdf>

17. Relationship of the parties

- 17.1 The Company enters into this Agreement with RTHK as an independent contractor of RTHK and shall not represent itself as an employer, employee, servant, agent or partner of RTHK.
- 17.2 Neither party shall (without the prior consent in writing of the other) commit the other to any obligation whatsoever.

18. Assignment

The Company shall not assign or subcontract, in whole or in part, any of its interests, rights, benefits or obligations under this Agreement without the prior written consent

of RTHK. Notwithstanding the assignment or the subcontract, as the case may be, the Company shall remain fully liable to RTHK for the performance and completion of its duties and obligations under this Agreement as if any assignment or subcontract has not taken place.

19. **Notice**

19.1 Any notice, demand or other communication required to be given or made under this Agreement shall be in writing and delivered or sent by personal delivery or by post, postage paid, to the relevant party its address set out in Schedule I, or by facsimile sent to the facsimile number set out in Schedule I, or by email to the relevant party's email address set out in Schedule I (or such other address, facsimile number, email address as the addressee has by 3 days' prior notice specified to the other party).

19.2 Any notice, demand or other communication given under this Agreement shall deemed to have been validly given and received:

- (a) if delivered personally, at the time of delivery;
- (b) if by letter three (3) days after posting;
- (c) if by email, when the email is situated at the "Sent" box, and
- (d) if by facsimile, on the production of a transmission report generated by the facsimile machine from which the facsimile has been sent. Such transmission report shall indicate that the facsimile has been sent in its entirety to the facsimile number of the recipient notified for the purpose of this Clause.

20. **Entire agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement hereof and shall supersede any prior agreements, expressions of intent or understandings with respect to this transaction.

21. **Time of the essence**

Time shall be of the essence in all respects for the Company to undertake and perform its duties and obligations under this Agreement.

22. **Variation**

No waiver, cancellation, alteration, variation or amendment of or to the provisions of this Agreement shall be valid unless made by an instrument in writing and signed by the parties to this Agreement.

23. **Rights of Third Parties**

The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623).

24. **Severability**

Any provisions of this Agreement which is or declared by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable in any respect under any applicable law shall be severed from this Agreement to the maximum extent permissible by such law without in any manner affecting the legality, validity or enforceability of the remaining provisions of this Agreement, all of which shall continue in full effect.

25. **Waiver**

No failure or omission by either party to exercise and no delay by either party to exercise and no delay by either party in exercising any right or remedy available to it under this Agreement or in law or in equity shall operate as a waiver of such right or remedy; nor shall any single or partial exercise of such right or remedy preclude any other or further exercise thereof; nor shall any such failure to exercise, or delay in exercising, or single or partial exercise of any such right or remedy preclude the exercise of any other right or remedy; and the rights and remedies of either party contained herein shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

26. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereof irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first above written.

SIGNED by

CHEUNG Kin-wah, Albert
Assistant Director of Broadcasting (Television and Corporate Businesses)
RTHK
for and on behalf of
The Government of the Hong Kong Special Administrative Region

in the presence of : _____
Name: _____
HKID number _____

SIGNED by

Name: _____
Title: _____
Authorized signatory for and on behalf of the Company

in the presence of : _____
Name: _____
HKID number _____

Schedule I

1. **The Programme** shall be a television series entitled XXXX which shall consist of X episodes with each has a duration of XX minutes. [OR shall be a television program entitled XXXX which has a duration of XX minutes.]
2. **The Sum** is HK\$XXXX.00
3. **Shooting Format:** Full High Definition
4. **Production Schedule:**

	Submission Deadline Date
Completion of treatment and shooting script	
Commencement of principal photography:	
Completion of principal photography:	
Completion of Rough Cut:	
Completion of Fine Cut:	
Delivery Date:	
Submission Deadline (for Audited Report):	(i.e. 6 weeks from Delivery Date)

5. **Territory:** Worldwide
6. **Delivery Materials** include:
 - (a) Master file and clean version file:
 - (i) File format:
 - Video Resolution: 1920 x 1080
 - Video frame/second: 50i
 - Video Interlacing: Yes
 - Video Field Dominance: Upper first
 - Aspect Ratio: 16:9
 - Video file format:
 - Master file: Apple ProRes 422(HQ) in MOV or Avid DN X HD at 120 Mbps in MXF
 - Clean version file: Apple ProRes 422(HQ) in MOV or Avid DN x HD at 120 Mbps in MXF (without captions and rollers, clean animated graphics, if any)
 - Audio format: PCM uncompressed
 - Audio bit depth: 24 bit
 - Audio sampling: 48 KHz
 - Audio Channel Interleave: No
 - Time Code: Start at 00:00:00:00
 - (ii) Audio assignment:
 - Master file:

- A1: Complete Mix, Left
- A2: Complete Mix, Right
- A3: V/O (for documentary: Cantonese voice-over)
- A4: Background sound (for documentary: sound bites of interviewees)
- A5: Effect, Dialogue (Left)
- A6: Effect (Right) (for documentary: music and effect sound)
- A7: Music (Left)
- A8: Music (Right)

- Clean version file:

- A1: Complete Mix, Left
- A2: Complete Mix, Right
- A3: V/O (for documentary: Cantonese voice-over)
- A4: Background sound (for documentary: sound bites of interviewees)
- A5: Effect, Dialogue (Left)
- A6: Effect (Right) (for documentary: music and effect sound)
- A7: Music (Left)
- A8: Music (Right)

- (b) a complete set of music cue sheet;
- (c) a physical digital storage containing at least twenty (20) color photographs for each episode (size: 800 KB or above), which shall be captioned and are suitable for publicity purposes, with no more than two (2) such photographs showing the production crew at work;
- (d) a physical digital storage containing the subtitles of each episode of the Programme in word file;
- (e) a physical digital storage containing the music created for each episode of the Programme;
- (f) the resumes of the relevant key cast and crew;
- (g) an one page synopsis of each episode of the Programme in both English and Chinese;
- (h) an industry format release script;
- (i) a full list of all credits for the Programme;
- (j) all original raw tapes and/or video files filmed for the production of the Programme;
- (k) all documents and proof of licence or consent for use of all works in relation to the underlying copyright of the Programme as specified in Clause 7.3 of the Agreement;
- (l) a 30 seconds promo for the Programme, and
- (m) an audited final production cost report of the Programme.

7. Production Team:

	Name	Hong Kong Identity Card Number or Passport Number and Nationality
Executive Producer:		
Producer:		
Director:		

Editor:		
Cameramen:		
Soundman:		

8. **Commissioning Editor:**

9. **RTHK's contact details:**

Radio Television Hong Kong
30 Broadcast Drive
Kowloon, HONG KONG
Tel:
Fax:

10. **The Company's contact details:**

Address:
Tel:
Fax:
Email:

Schedule II
Production Budget

Schedule III

Waivers of Moral Rights of the Production Team

In consideration of the award of the Agreement to [name of Company]

I, the undersigned, hereby waive in favour of the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("Government"), its authorized users, successors in title and assigns, all moral right subsisting in the all items listed in Clause 7.1.

Capitalised terms appearing herein have the meaning given to them in the agreement between [name of the Company] and the Government.

_____ **Date:** _____
Executive Producer –

_____ **Date:** _____
Producer –

_____ **Date:** _____
Director –

_____ **Date:** _____
Editor –

_____ **Date:** _____
Cameraman / Cinematographer –

_____ **Date:** _____
Soundman –

Schedule IV

Undertaking to Avoid Conflict of Interests

The Company hereby undertakes that during the performance of the duties and obligations under this Agreement, the Company shall ensure that each of its employee, associate and associated person, each of its sub-contractors and each of their respective employees, officers and agents deployed during the performance of the Company's duties and obligations hereunder shall not engage in any activities or place themselves under any situation in which the financial, professional, commercial, personal or other interests conflicts or competes or which may be seen to conflict or to compete with the Company's duties and obligations under this Agreement.

SIGNED by:

Name: _____

Title:

Authorized signatory for and on behalf of the Company

Date: _____

Schedule V

Sample Template of the Audited Report

This sample template is attached herewith as reference to the Company and the Audited Report must adhere to the format and must contain the required details as stipulated.

The Auditor should express an opinion of the verification of the final production costs by checking the related invoices or receipts. The Audit report should also indicate the related transactions of the Company.

Examples of Live Coverage of News by RTHK TV 32 in 2018

In 2018, RTHK TV 32 provided live coverage of a lot of national, local and international news.

(1) National News

- Presentation of the People’s Republic of China “Friendship Medal” by President XI Jinping
- Welcoming of Zimbabwe’s president in a state visit to the People’s Republic of China by President XI Jinping
- President XI Jinping’s meeting with delegation from Hong Kong and Macao
- China International Import Expo – Speech by President XI Jinping
- Press conferences in relation to the 15th China-ASEAN Expo
- Foreign Minister WANG Yi’s meeting with the press in regard to Boao Forum for Asia
- Commemorative meeting of the 200th anniversary of Karl MARX’s birth
- Shanghai Cooperation Organization Qingdao Summit
- Beijing Summit of the Forum on China-Africa Cooperation

(2) Local News

- Chief Executive Mrs Carrie LAM’s meeting with the press and speeches – for example, the meeting with the media after her return to Hong Kong by the Vibrant Express train; her participation in the opening ceremony of InnoTech Expo 2018, the opening ceremony of the grand exhibition commemorating the 120th anniversary of ZHOU Enlai’s birth, the Guangdong-Hong Kong-Macao Bay Area Gala Dinner 2018, and the opening ceremony of “HKSARG’s Celebration of the 40th Anniversary of the Reform and Opening up of the Country: ‘Joint Development • Shared Prosperity’ Exhibition”.

- The press conferences of the Legislative Council (LegCo), bureaux or departments – for example, the LegCo Finance Committee end-of-session press conference, press conference for the Government’s Economic Report and whole-year economic forecasts, press briefing on the Government’s work on the commissioning of the Hong Kong-Zhuhai-Macao Bridge, etc.
- Important events – for example, the opening ceremony for the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link, the bus accident in Tai Po, etc.

(3) International News

- The signing and exchange of the texts of “Pyongyang Joint Declaration” by the leaders of South Korea and North Korea
- North Korea-United States Summit
- Academy Awards Ceremony
- The state funeral service of the former president of the United States, George H. W. BUSH

Radio Television Hong Kong: Radio and Television Expenditure and Establishment

Financial Year	Radio		Television	
	Establishment of Civil Servant (No. of staff)	Actual Expenditure (\$M)	Establishment of Civil Servant (No. of staff)	Actual Expenditure (\$M)
2013-14	268	299.5	361	361.5
2014-15	281	338.8	382	372.5
2015-16	280	354.1	384	416.2
2016-17	291	386.2	383	522.3
2017-18	299	397.3	389	541.4

TV Production – Resources and Changes

Period	TV Production (Actual expenditure)	Equipment for TV Production (Actual expenditure)	Establishment of Civil Servant and Working Hours for TV Production*	
	(\$M)	(\$M)	(No. of Staff)	(Hours)
January to March 2014	90.4	6.7	185	77,561
April 2014 to March 2015	372.5	17.3	196	328,692
April 2015 to March 2016	416.2	25.1	198	332,046
April 2016 to Mar 2017	522.3	46.4	205	343,785
April 2017 to March 2018	541.4	34.5	207	347,139
April to November 2018	376.8 [△]	22.1 [△]	212	237,016

[△]Revised Estimate

*Working out on the basis that each staff would work 1,677 hours per year