

**Youth Development Fund  
Guide to Application (the Guide) for  
the “Entrepreneurship Matching Fund”  
(2016-17)**

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Note:

1. This Guide should be read in conjunction with the application form for the “Entrepreneurship Matching Fund” under the Youth Development Fund (the “application form”).
2. The content of this Guide may be reviewed and updated from time to time. Up-to-date version of this Guide is available at the Commission on Youth’s website ([www.coy.gov.hk/](http://www.coy.gov.hk/)).

## **I. Introduction**

### **1.1 Background**

1.1.1 The Chief Executive announced in the 2015 Policy Address a number of initiatives to support young people. One of them is to set up a \$300 million Youth Development Fund (“YDF”) to support innovative youth development activities which are not covered by existing schemes, including subsidy in the form of matching funds for non-governmental organisations (“NGOs”) to assist young people in starting up their own business.

1.1.2 The Commission on Youth (“CoY”) has set up a Working Group on Youth Development Fund (“Working Group”) to devise the operational details of the YDF. In July 2015, the Legislative Council (“LegCo”) Panel on Home Affairs agreed with the proposed arrangements of the YDF.

1.1.3 This Guide is to provide information on applications for the **Entrepreneurship Matching Fund** (“EMF”) under the YDF. Unless the context otherwise requires, the terms defined and expressions used in this Guide shall bear the same meaning as those set out in the application form. For applications in relation to funding support for the “Innovative Youth Development Projects” under the YDF, please refer to the Guide to Application for Funding Support for the “Innovative Youth Development Projects” issued separately.

### **1.2 Objectives**

1.2.1 The EMF under the YDF aims to subsidize in form of matching fund for NGO to run entrepreneurship projects to help young people start up their own business and thus facilitate youth development.

## **II. Application for Funding Support**

### **2.1 Eligibility Requirements in respect of Applicants <sup>(1)</sup>**

2.1.1 An NGO (see (2) and (3)) which meets the following criteria may become an applicant (“Applicant”) and make an application:

- (a) a statutory body or body set up under legislation; or
- (b) a non-profit-making company, incorporated under the Companies Ordinance (Cap. 622) (or its predecessor ordinance, i.e. the former Companies Ordinance (Cap. 32)); or
- (c) an organisation established under the Societies Ordinance (Cap. 151);  
or
- (d) an organisation registered on the list of charitable institutions or trusts of a public character exempt from tax under Section 88 of the Inland Revenue Ordinance (Cap. 112); or
- (e) other public bodies

Applicants are required to declare their legal status in the application form.

2.1.2 Applicants have an advantage if it has previous experience in providing start-up business support, mentorship and pre-entrepreneurship training.

2.1.3 Applicants must have a sound governance structure and a solid financial foundation to provide sufficient venture capital.

2.1.4 Applicants shall be responsible for processing and approval of start-up business projects submitted by young entrepreneurs who seek financial

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<sup>1</sup> “Applicants” refers to the non-governmental organizations which submit applications for the Entrepreneurship Matching Fund under the Youth Development Fund.

<sup>2</sup> Taking into account the principle of prudent use of public funds, applications from profit-making or purely commercial organisations will not be considered.

<sup>3</sup> For Applicants which do not fall within the scope in 2.1.1, their applications will be considered on their own merits.

assistance (“Young Entrepreneurship Applicants”<sup>4</sup>) and manage related disbursement of grants or loans; Applicants are also required to provide Young Entrepreneurship Applicants with support, training and guidance to help them to start their business.

2.1.5 Applicants are required to put in place a sound, open and fair mechanism for processing and approving start-up business projects submitted by Young Entrepreneurship Applicants and disbursement of grant or loan to them. This should include establishment of an assessment panel with interviews to assess the quality of start-up business projects. The assessment panel shall include members with experience in relevant fields.

2.1.6 An NGO and its sub-unit(s) shall be regarded as **a single organization** when making an application. Each organization is allowed to submit only one application (i.e. one proposed entrepreneurship project only). If more than one application is made by an NGO and its sub-unit(s), the NGO concerned and its sub-unit(s) shall decide who to submit the application prior to the presentation of proposal to the Working Group.

2.1.7 A joint application (i.e. an application jointly made by two or more eligible NGOs which have not submitted any applications before) is allowed, but a principal or lead NGO must be identified and be responsible for matters relating to the application. Sections 2.1.1 to 2.1.6 above also apply to joint applications. All NGOs making a joint application shall state clearly their respective responsibilities in the application form.

## **2.2 Requirements on the Proposed Entrepreneurship Project**

2.2.1 The proposed entrepreneurship project shall focus on inspiring and nurturing young people to have entrepreneurship spirit, enabling them to

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<sup>4</sup> “Young Entrepreneurship Applicants” refers to young people (either apply individually or in a group) who submit applications to an Applicant (see (1)) for starting up their own business.

contact and interact with different people, acquire various kinds of knowledge and gain valuable experience during the course of their start-ups, and helping them make proper decisions.

- 2.2.2 The proposed entrepreneurship project shall consist of an appropriate number of mentorship and pre-entrepreneurship training programmes, and the content of these programmes must be consistent with the requirements specified in Section 2.2.1., the Applicant is required to seek its own funding to cover these programmes.
- 2.2.3 The proposed entrepreneurship project shall include a sound, open and fair mechanism for application, processing and approval of start-up business projects submitted by Young Entrepreneurship Applicants and related disbursement of grant or loan. This should include establishment of an assessment panel with interviews to assess the quality of start-up projects. The assessment panel shall include members with experience in relevant fields.
- 2.2.4 The proposed entrepreneurship project should accept applications from all Young Entrepreneurship Applicants, whether they are first-time business starters or not.
- 2.2.5 The proposed entrepreneurship project should place no geographical restriction on the start-up business projects.
- 2.2.6 The proposed entrepreneurship project should have no restrictions on the nature of start-up business of Young Entrepreneurship Applicants, but businesses which are unlawful or illegal or in direct conflict with the policies of the Government of the Hong Kong Special Administrative Region (“the Government”) (for example, those involving tobacco, advocating of gambling and obscenity, etc.) shall not be supported.
- 2.2.7 The proposed entrepreneurship project may provide financial assistance to

Young Entrepreneurship Applicants in form of grant and/or loan. For approved projects which provide financial assistance to Young Entrepreneurship Applicants in form of a loan (refers to the amount provided by the NGO), the successful Applicant shall determine reasonable repayment terms and loan recovery arrangements; the lending rate, if any, should not exceed the average best lending rate of the note-issuing banks in Hong Kong.

2.2.8 The total financial contribution provided by the EMF to a proposed entrepreneurship project shall be capped at two thirds of the financial assistance to the Young Entrepreneurship Applicants of that project.

2.2.9 The maximum grant from EMF to each Young Entrepreneurship Applicant is \$300,000.

2.2.10 The maximum funding period of the proposed entrepreneurship project is 4 years. The successful Applicant shall start to disburse financial assistance to all Young Entrepreneurship Applicants within 12 months from signing a Funding Agreement with the Government (See Section 4.2 below). The maximum period for a proposed entrepreneurship project to disburse financial assistance to Young Entrepreneurship Applicants is 3 years (starting from the date of receiving the first amount of financial assistance by the Young Entrepreneurship Applicants).

2.2.11 The proposed entrepreneurship project should not provide funding support to businesses that have already been in operation.

2.2.12 The proposed entrepreneurship project must impose the following requirements and restrictions on Young Entrepreneurship Applicants:

- (a) Unless specified in (d) below, Young Entrepreneurship Applicants must submit their applications on individual capacities;
- (b) Young Entrepreneurship Applicants must be Hong Kong permanent residents;

- (c) At the time of application, Young Entrepreneurship Applicants must be at the age of 18 to 35;
- (d) If the application is submitted by Young Entrepreneurship Applicants in form of partnership or limited company, the ages of all partners or shareholders must comply with Sections (b) and (c) above. For the avoidance of doubt, if the successful Applicant approves the successful Young Entrepreneurship Applicants to add partners or shareholders in the future, such added partners or shareholders must be at the age of 18 to 35, this requirement remains valid until the end of the Government's subsidy to the start-up business project;
- (e) At the time of application, Young Entrepreneurship Applicants do not necessarily possess a valid business registration certificate. However, the successful Young Entrepreneurship Applicant under the YDF shall complete the business registration process pursuant to the Business Registration Ordinance (Cap. 310), or else the successful Applicant shall not grant any funding or loans to the Young Entrepreneurship Applicant;
- (f) At the time of application, Young Entrepreneurship Applicants must not be subject to any bankruptcy order or proceeding;
- (g) A Young Entrepreneurship Applicant is required to enclose detailed business plan and budget in the application to the successful Applicant;
- (h) A Young Entrepreneurship Applicant must truthfully report in his/her application to a successful Applicant whether he/she has made the same or different application(s) to other successful Applicants and should provide related information;
- (i) A Young Entrepreneurship Applicant must truthfully report in his/her application to a successful Applicant all financial support received other than public money. They are also required to report truthfully as and when appropriate if they receive any other financial support after their application to a successful Applicant has been

successful;

- (j) A Young Entrepreneurship Applicant who is selected by a successful Applicant shall sign an agreement with the Applicant before he/she could receive financial support. He or she shall use the financial assistance in accordance with the approved budget and instructions from the Applicant, and shall report their financial status to the Applicant on a regular basis to ensure that the financial assistance has been used prudently.

2.2.13 The financial assistance provided by the entrepreneurship project must be released to Young Entrepreneurship Applicants in phases. A set of phased targets must be developed to facilitate the Young Entrepreneurship Applicants in taking forward their start-up business projects. Mentors should follow the relevant cases to ensure that the Young Entrepreneurship Applicants have accomplished particular phased targets before the corresponding phased financial assistance be released to them.

2.2.14 The proposed entrepreneurship project must not create any additional consequential expenditure to the Government.

2.2.15 The successful Applicant is required to appoint a project co-ordinator for overseeing the implementation of project, monitoring the proper use of funds in accordance with the approved budget, exercising economy in the use of funds, liaising with the Secretariat of the YDF (“Secretariat”) and reporting progress or results of the project. The project co-ordinator shall possess relevant experience in planning, organising and delivering entrepreneurship activities.

2.2.16 Applicants who would like to make joint applications or wish to seek/accept sponsorships from any persons or organisations other than the Government shall provide the details under the section of “project budget” in the application form. Under no circumstances are the Applicants allowed to seek and/or accept donations and/or sponsorships which, in the reasonable

opinion of the Government, may bring the image and/or reputation of the CoY, the Working Group and the Government into disrepute. If the Government considers the seeking/acceptance of donations and/or sponsorships by an Applicant inappropriate, it will not further process the application submitted by the Applicant.

## **2.3 Mode of Funding and Ceiling of Grants**

2.3.1 The YDF provides grants to successful Applicants with conditions on a matching basis.

2.3.2 For provision of financial support to each Young Entrepreneurship Applicant, Applicants are required to provide funding from their own internal sources and/or other non-government funding sources. The matching ratio between EMF and such funding is capped at 2:1.

2.3.3 Regardless of the form of financial assistance that the successful Applicant will provide to the Young Entrepreneurship Applicants, all the EMF given to the successful Applicant must be disbursed to the Young Entrepreneurship Applicants in the form of grant.

2.3.4 The maximum amount of matching fund available to each successful Applicant is \$3 million.

2.3.5 If the successful Applicant requires additional manpower to specifically handle youth start-up project applications, the YDF may consider allocating an additional 10% of the EMF grant for the successful Applicant to cover the manpower expenses.

## **2.4 Application Procedures and Methods**

- 2.4.1 The application form and the relevant guide for “Entrepreneurship Matching Fund” can be downloaded from the CoY website ([www.coy.gov.hk](http://www.coy.gov.hk)). The commencement date for application is 6 July 2016. The closing date for application is 5:00 p.m., 20 September 2016.
- 2.4.2 Applicants shall complete and submit the application form, together with all the required documents and information, as specified therein, to the Secretariat on or before the deadline for applications. Applicants may complete the application form either in Chinese or English. No application fee is payable. All monetary figures must be expressed in Hong Kong dollars.
- 2.4.3 The application will not be considered if the application form of the proposed entrepreneurship project is incomplete or if the Applicant fails to provide all the required documents and information as specified in the application form.
- 2.4.4 Applicants cannot amend the applications submitted. The Secretariat will not accept any supplementary information to the application once submitted.
- 2.4.5 All documents submitted for the application, whether accepted or not, will not be returned to the Applicants. Applicants should make copies of these documents for their own record.
- 2.4.6 Each applicant can only submit one application.
- 2.4.7 Applicants shall submit their application to the Secretariat of the Youth Development Fund, the Civic Affairs Division (1) of the Home Affairs Bureau at 6/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong by post or in person during office hours (from 9:00 a.m. to 6:00 p.m. from Monday to Friday) on or before 5 p.m. on 20 September 2016 (please mark on the envelope ‘Application for Funding Support from

the “Entrepreneurship Matching Fund” under the Youth Development Fund’) and submit the following documents:

- (a) a completed application form in original, together with five copies of the completed application form, and **a softcopy of the completed application form in MS Word format;**
- (b) five copies of supporting documents proving that the NGO concerned satisfies the eligibility requirements under Section 2.1.1;
- (c) five copies of other information and supporting documents as required in the application form and this Guide; and
- (d) any other additional information that the Applicant considers relevant and essential to the application, and necessary for the assessment of the application.

2.4.8 The postmark date on the envelope shall not be later than the deadline for applications. Late applications will not be considered. Applications by fax or email will not be accepted. If a black rainstorm warning or typhoon signal number eight or above is in force at or after 12:00 noon on the day of the deadline, the deadline will be extended to 5:00 p.m. on the next working day after the black rainstorm warning signal or typhoon signal number eight or above is cancelled.

2.4.9 The Secretariat may, in writing or by email, seek factual clarification from the Applicants in relation to the project applications submitted so as to get a correct understanding of the applications concerned. Applicants are required to reply to the Secretariat in writing or by email within the specified period.

## **2.5 Withdrawal of Applications**

- 2.5.1 Applicants may write to the Secretariat to withdraw their applications before a Funding Agreement (as referred to in Section 4.2 below) is signed. Such withdrawal is irrevocable.
- 2.5.2 Once the Government has received the application for withdrawal mentioned above, all approvals, approvals with conditions or approvals in principle concerned will become null and void.

## **III. Assessment of Applications**

### **3.1 The Working Group**

- 3.1.1 The Working Group, set up by the CoY, will be responsible for considering the applications and related matters.
- 3.1.2 To avoid conflict of interests, all members of the Working Group shall comply with established guidelines on declaration of interests and related conduct.

### **3.2 Assessment Procedures**

- 3.2.1 The assessment includes an interview which must be attended by the invited Applicant. During the interview, the Applicant shall present its proposed project directly to the Working Group for consideration and assessment. If the Applicant refuses or does not attend the interview, its application will not be considered.
- 3.2.2 The offer of an advantage to any government officials or members of the Working Group for the purpose of influencing the outcome of an application is an offence under the Prevention of Bribery Ordinance (Cap.

201). Any such offer by the Applicant or its employee(s) or agent(s) will render the application null and void.

3.2.3 The Secretariat will screen each application to ascertain whether it meets all eligibility criteria and may request the Applicants to provide factual clarification on their applications. No application will be submitted to the Working Group for further consideration until its eligibility has been screened and confirmed by the Secretariat.

3.2.4 In considering an application, the Working Group will take into account the following aspects:

(a) Background of the Applicant

- Objectives, governance structure and management of the Applicant, and whether its financial foundation is solid enough to provide sufficient venture capital

(b) Experience of the Applicant

- Experience in business start-up support, mentorship and pre-entrepreneurship training
- Business and professional experience, inter-personal networks and experience in providing support services

(c) Target Clients

- Profiles of the target clients (including their age and a brief background) and the anticipated number of beneficiaries

(d) Financial Arrangements

- Whether the budget is reasonable, prudent and realistic with justification(s)
- Grant and/or loan arrangement for the youth entrepreneurs
- Any financial support other than from Government funds, donations or loan arrangements

- Monitoring of funding approval and audit arrangements

(e) Performance Indicators

- Deliverables expected and targets
- Progress monitoring indicators
- Mechanism or method of assessment of the young entrepreneurs' performance

(f) Other factors considered relevant by the Working Group

3.2.5 In assessing an application, the Working Group, where necessary, may take into account comments from relevant government bureaux/departments and professionals in the relevant fields of the proposed project. It may also take into account the track record of the Applicant on implementing projects under other funding schemes managed by the Government.

3.2.6 The Government reserves the right to disclose information provided by the Applicant to a third party for the purpose of assessing the application.

3.2.7 Taking into account the recommendations of the Working Group, the Government may, at its absolute discretion, decide whether or not to approve an application submitted by the Applicant, determine the appropriate amount of funding, and the appropriate terms and conditions for the application.

3.2.8 The Government may, according to the recommendations of the Working Group, impose additional terms and conditions in the Funding Agreement. The Government may also stipulate specific terms and conditions on the use of the EMF on a case-by-case basis.

### **3.3 Notification of Results and Offer Letter**

- 3.3.1 Under normal circumstances, Applicants will be notified of the results in writing within three to four months after the deadline for applications. The application results will also be uploaded to the website of CoY. Under no circumstances shall an application be deemed to be successful unless and until the Applicant has been notified in writing by the Government that the Applicant's application is successful.
- 3.3.2 The decisions made by the Government regarding the applications (including but not limited to the maximum amount of grant approved) shall be final and absolute.
- 3.3.3 If an application is successful, an offer letter ("Offer Letter") will be sent to the successful Applicant. The Offer Letter will set out the proposed maximum amount of the EMF, the major terms and conditions of the proposed funding, and the stipulated prerequisites to be fulfilled by the successful Applicant within a specified period.
- 3.3.4 The successful Applicants will be required to sign and return a reply slip attached to the Offer Letter to the Secretariat within the specified period if they accept the major terms and conditions for the proposed EMF as set out in the Offer Letter. The Government may, at any time before the Government's receipt of the reply slip duly signed by the successful Applicant, withdraw the offer of the proposed EMF. The Government shall be deemed to have withdrawn the offer to make the proposed EMF to a successful Applicant if it does not receive the reply slip signed by the successful Applicant on or before the deadline specified in the Offer Letter.
- 3.3.5 Upon receipt of the reply slip duly signed by the successful Applicant and fulfilment of the conditions as set out in the Offer Letter, the Government may, at its absolute discretion, announce details of the allocated funding and the names of successful Applicants without any prior notice to such Applicants, and prepare the Funding Agreement for execution by the Government and the successful Applicants.

- 3.3.6 The successful Applicants shall ensure that they comply with all applicable laws, rules, regulations and orders of Government or relevant regulatory authorities, obtain and maintain all necessary permission and approvals from the relevant bodies or authorities in preparing and organising the funded projects.
- 3.3.7 If the successful Applicants fail to fulfil the stipulated prerequisites within the specified period, the Government reserves the right to withdraw the offer of the EMF. The Government's decision shall be final.
- 3.3.8 Under no circumstances shall the Government or the Working Group be liable to any compensation to any Applicant.
- 3.3.9 The Government or the Working Group is not obliged to accept or support any submitted applications.

#### **IV. Funding Support**

##### **4.1 Funding Support from the “Entrepreneurship Matching Fund”**

- 4.1.1 The EMF provided under the YDF shall be used solely to support those “entrepreneurship projects” which meet the requirements as set out in Section 2.2 above.
- 4.1.2 The total financial contribution provided by the YDF shall be capped at two thirds of the financial assistance to the Young Entrepreneurship Applicants of the approved project.
- 4.1.3 Applicants are required to provide funding from their own internal sources and/or other non-government funding sources which shall amount to at least one third of the financial assistance to the Young Entrepreneurship

Applicants of the proposed project.

- 4.1.4 Applicants shall explain whether and how they will raise their fund. Applicants shall set out clearly in the application form the amount of funding to be provided on their own and other non-government funding sources (including secured sponsorship) and provide proof of these funding.
- 4.1.5 The successful Applicant is required to release grant or loan to Young Entrepreneurship Applicants in phases. In addition, by developing various targets in phases, the successful Applicant shall guide the Young Entrepreneurship Applicants on how to carry out their entrepreneurship proposals and accomplish the relevant targets in phases. These cases will be followed up by mentors to ensure that the Young Entrepreneurship Applicants achieve the required targets in phases before they are disbursed with the specified grant or loan of the relevant phases.
- 4.1.6 The successful Applicant undertakes to return any residual EMF to the Government upon completion of the funded project or termination of the Funding Agreement, whichever is the earlier.
- 4.1.7 In case the businesses of the Young Entrepreneurship Applicants have been acquired during the financial assistance period, the successful Applicant shall recover the disbursed financial assistance and, depending on the situation, use the recovered amount to provide financial assistance to other Young Entrepreneurship Applicants.
- 4.1.8 In case the businesses of the Young Entrepreneurship Applicants terminate during the financial assistance period, the successful Applicant shall seek return of the residual financial assistance from the Young Entrepreneurship Applicants. The Applicant, depending on situation, shall receive and redeploy the usable items procured by the financial assistance to support other Young Entrepreneurship Applicants, or donate the items within a prescribed time to local social enterprises or charity organisations.

However, the Applicant or its subordinate organisations cannot be the recipients of such donations.

4.1.9 Subject to the prior written approval of the Government, Applicants must not seek and/or accept any non-government subsidies/donations/sponsorships which, in the reasonable opinion of the Government, may bring the image or reputation of the Government, the CoY or the YDF into disrepute.

4.1.10 The amount of funding support sought by Applicants must be substantiated. The operational plan submitted must also be a prudent, realistic and detailed one while the proposed expenditure items listed in the budget must be justified. Furthermore, any expenses of the project that are arising from or relating to any sponsors shall not be paid by the YDF. Applicants are required to state clearly in the application form the incidental expenses under the respective expenditure items arising from or relating to any sponsors.

## **4.2. Funding Agreement**

4.2.1 The terms and conditions for funded project of the EMF (see Sections 3.2.7 and 3.2.8 above), together with other appropriate financial control measures, will be incorporated into the Funding Agreement prepared and approved by the Government. The Funding Agreement will contain the complete terms and conditions of the grant of funds, including the matters referred to in this Guide, expanded and modified as necessary. They will also clearly set out the relationship between the Government and the successful Applicant, and their respective obligations and liabilities. The Funding Agreement will be duly signed by both the Government and the successful Applicant. The successful Applicant shall comply with all the terms and conditions of the Funding Agreement.

- 4.2.2 If the successful Applicant intends to change the financial arrangements of the funded project (including the change of contributors, the amount of contributions, budget, cash flow schedule, etc.), prior written approval must be obtained from the Working Group. The successful Applicant must not assign, sub-contract or transfer any or all of the interests, rights, benefits or obligations in respect of the project or the Funding Agreement to any third party without the prior written consent from the Government.
- 4.2.3 The successful Applicant shall immediately notify and seek approval from the Working Group if any of the following subsequent variations or modifications to the funded project arises: e.g. other sponsorships or donations secured by the successful Applicant, particularly where such sponsorships or donations may bring the image or reputation of the Government, the CoY or the YDF into disrepute; any changes to the financial arrangements of the project (including the change of sponsors, the amount of contributions from any sponsors, the operation and budget of the project, cash flow schedule, etc.); any changes to the implementation timetable, scale or scope, content or nature of the project; any changes to the approved budget or cash flow forecasts; any changes to the target clients, not-for-profit operation, business objectives of the company/organisation of the successful Applicant, non-profit-making modus operandi, registration status, business, nature, ownership, management rights or control (in particular the change of any directors, shareholders or other key personnel of the successful Applicant's company/organisation or any key members of the project team) and any intention of the successful Applicant to organise, sponsor or fund in Hong Kong any other projects with nature or content similar to that of the funded project within a period of six months before and after the completion date of the project.
- 4.2.4 The Funding Agreement may contain such terms and conditions and matters referred to in this Guide, and any other matters including but not limited to the governing law, indemnity, warranty and confidentiality.

The successful Applicant is required to comply with the confidentiality clauses set out in the Funding Agreement as the Government thinks fit to cover the use and protection of confidential information and other data (including personal particulars, records and personal data (as defined in the Personal Data (Privacy) Ordinance (PDPO) (Cap. 486)) and materials of any nature (in or on whatever media)) accessible by the successful Applicant under the Funding Agreement or which the Government has disclosed, supplied, made available or communicated to the successful Applicant.

4.2.5 Without any prejudice to any rights, claims or remedies of the Government under the Funding Agreement or at law, the Government reserves the right to take appropriate action and seek recourse against a successful Applicant, in the opinion of the successful Applicant or the Government, who fails to complete or carry out the funded project (whether or not beyond the control of the successful Applicant) by the due date as specified in the Funding Agreement; or whose performance in organising the project is considered by the Government or the Working Group as unsatisfactory; or who fails to achieve the predetermined targets or deliverables of the project; or who has breached any terms or conditions of the Funding Agreement. The above action and recourse may include but not limited to the termination of the Funding Agreement, reduction in the amount of the EMF, cessation of disbursing the outstanding amount of funding to the successful Applicant and suspension of the successful Applicant from future YDF applications.

4.2.6 The Government also reserves the right to terminate the Funding Agreement or reduce the amount of EMF if the approved EMF or any part thereof is found to be abused; or used for purposes other than the specified or approved ones; or used to subsidise projects other than the funded one; or if the successful Applicant amended the budget and the proposal of the approved project without obtaining the prior written consent from the Government.

4.2.7 If the Funding Agreement is terminated upon occurrence of any events or circumstances mentioned in Section 4.2.5 or 4.2.6, the Government may require the successful Applicant to immediately return all or part of the EMF disbursed (whether spent or otherwise), together with all administrative, legal and other costs and interest accrued up to the date of repayment.

4.2.8 The successful Applicant shall indemnify the Government against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the Government or which may be brought or established against the Government arising from the breach of any of the terms and conditions of the Funding Agreement by the successful Applicant. Such indemnity shall cover allegation or claims relating to any infringement of intellectual property rights<sup>5</sup> of any person. The Applicant, whether successful in its application or otherwise, or any employees, agents, servants or associates of the Applicant, shall not seek or claim any compensation, reimbursement, damages, indemnities or waivers from the Government in relation to the preparation and submission of the application.

### **4.3 Grant Disbursement Arrangements**

4.3.1 The Government will only arrange for disbursement of the EMF after the Funding Agreement has been duly signed by all parties.

4.3.2 The EMF will be paid to the successful Applicant by instalments: the successful Applicant will be paid 50% of the approved grant first. The successful Applicant is required to apply for the disbursement of the remaining grant subject to its cash flow as set out in the approved project.

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<sup>5</sup> 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 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.”

The Government will disburse the remaining grant by instalments in accordance with the terms and conditions of the Funding Agreement, upon satisfactory completion of the appropriate milestones (including the related tasks and deliverables) by the successful Applicant as set out in the Funding Agreement. The last instalment should be 20% of the approved grant. The Government reserves the right to make the final decision on when to release the remaining grant.

4.3.3 The successful Applicant shall maintain the original or certified true copies of invoices and bills in relation to the approved project or the Funding Agreement during the term of the Funding Agreement and for a minimum period of seven years after the expiration or termination of the Funding Agreement, and shall produce them for inspection as and when required by the Working Group, the Government, the Director of Audit and any of their authorised representatives during the said period.

4.3.4 The final payment (i.e., 20% of the approved grant as referred to Section 4.3.2 above) may be disbursed under the following conditions: (i) satisfactory completion of the approved project; (ii) submission of the final audited financial statement (produced by an independent registered Certified Public Accountant who is not connected in any way with the proposal or the successful Applicant) and the post-project evaluation report to the satisfaction of the Working Group and the Government; and (iii) full compliance with all obligations and duties as set out in the Funding Agreement on the part of the successful Applicant.

4.3.5 The successful Applicant shall provide all information requested in the post-project evaluation report form and attach relevant supporting documents/supplementary information to facilitate the evaluation made by the Government and the Working Group. The disbursement of the final payment may be postponed should the successful Applicant fails to provide any of the information requested or discrepancies or flaws are found in the information submitted.

- 4.3.6 The amount of the grant payment may be subject to final adjustment upon the submission of the final audited financial statement, post-project evaluation report, etc. to the satisfaction of the Working Group and the respective Government officials.
- 4.3.7 The Government reserves the right to withhold or reduce the amount of outstanding grant payable to the successful Applicant if any of the circumstances mentioned in Section 4.3.5 or 4.3.6 occurs.

#### **4.4 Project Account of the Entrepreneurship Matching Fund**

- 4.4.1 The successful Applicant shall open and maintain under its name an interest-bearing Hong Kong Dollar account (“Project Account”) with a bank licensed in Hong Kong within the meaning of the Banking Ordinance (Cap. 155) for the sole and exclusive purpose of keeping the EMF and processing all other financial transactions relating to the EMF. Withdrawals from that bank account shall be made by at least two authorised representatives of the successful Applicant which has been previously approved by the Secretariat. Prior written approval must be obtained from the Secretariat on any changes to the approved authorised representatives.
- 4.4.2 The successful Applicant shall deposit the EMF and all other receipts relating to the project, including but not limited to contributions from itself, contributions from sponsors; all income and sales proceeds of the relevant equipment into the aforementioned independent account. All accrued interest shall be kept in the account and shall not be withdrawn or used by the successful Applicant for any purposes. All records of the account will be subject to inspection as and when required by the Working Group, the Government, the Director of Audit or any of their authorised representatives.

4.4.3 The Government reserves the right to claim compensation from the successful Applicant against any loss or damage incurred in connection with or as a result of the successful Applicant's failure to comply with any requirements set out in Section 4.4.1 or 4.4.2.

4.4.4 All expenditure items funded from EMF of the project shall be supported by official receipts. Each official receipt with the payment method specified shall be certified true and correct by the director of the successful Applicant or an authorised person who is responsible for the respective procurement of goods and/or services and/or equipment items or the cost control measures of the project. If the successful Applicant is unable to submit the official receipts to the Working Group or the Government, it shall provide a written explanation to the satisfaction of the Working Group and the relevant Government officials. The Working Group and the relevant Government officials shall have the sole discretion to decide whether such an explanation is acceptable.

#### **4.5 Residual Funds or Deficit**

4.5.1 Under no circumstances will the Government accept legal liability for any deficits arising from the funded project.

4.5.2 If it is foreseen that the total expenditure will exceed the original budgeted expenditure by whatever amount, the successful Applicant shall notify the Secretariat immediately. In addition, the successful Applicant shall be responsible for the shortfall in order to complete the project.

4.5.3 The successful Applicant shall return to the Government all residual funds from the funded project (the amount of which may be determined by the Government at its sole discretion according to the information provided by the successful Applicant under the Funding Agreement and/or the

information relating to the project available to the Government), including the whole of the interest income up to the maximum amount of the EMF plus the total interest generated from or accrued under the Project Account, within one month following the submission of the final audited financial statement of the project. Failing which the Government may, without prejudice to any rights or remedies available to the Government under other provisions of the Funding Agreement or at law or in equity, take recovery action through legal means against the successful Applicant for its failure or delay in the return of any money mentioned above.

4.5.4 The successful Applicant shall immediately return all or part of the EMF disbursed by the Government, plus any interest generated from the Project Account (the amount of which shall be determined by the Government at its sole discretion) to the Government, if the Government considers, according to the information available, that its total financial contribution received for the funded project exceeds two thirds of the project's total expenditure.

4.5.5 In the event of default of the successful Applicant or if the successful Applicant breaches any terms and conditions of the Funding Agreement, the Government reserves the right to take appropriate action and seek recourse against the successful Applicant, including but not limited to suspending or terminating the funding support for the project and requiring the successful Applicant to immediately return to the Government all the funds disbursed (whether spent or otherwise). For details, please refer to Section 4.2.

#### **4.6 Books of Accounts and Records**

4.6.1 The successful Applicant shall maintain full, proper and separate books of accounts and records in respect of the funded project in accordance with the relevant laws of Hong Kong and the International Accounting Standards in force from time to time and consistently applicable to Hong Kong, as well as all relevant records of the project. The books of accounts and records

shall include any electronic records.

- 4.6.2 The books of accounts and records of the funded project shall be kept by the successful Applicant for inspection as and when required by the authorised representatives of the Government or the Director of Audit and shall not be destroyed and shall remain intact and in good condition for a minimum period of seven years after the expiration or termination of the Funding Agreement. The successful Applicant shall also retain the original invoices and bills in respect of the project during the term of the Funding Agreement and for a minimum period of seven years after the expiration or termination of the Funding Agreement, and shall produce them for inspection as and when required by the authorised representatives of the Government or the Director of Audit during the said period.

#### **4.7 Use of Information**

- 4.7.1 Unless otherwise specified in the Personal Information Collection Statement (PICS) as set out in the Annex attached to this Guide, the Government and/or the Working Group will have the right to make use of, disclose or transfer the information provided in an application to third party experts or relevant organisations without prior notice to the Applicant for the purposes of assessing the application, conducting research, arranging publicity of the YDF or the project, monitoring and evaluating the project, managing the YDF, or any other purposes as the Government or the Working Group may consider fit.

#### **4.8 Staff Recruitment**

- 4.8.1 Applicants are required to disclose their staff recruitment mechanism in the application form.

4.8.2 The successful Applicant shall uphold the principles of openness, fairness and competitiveness and ensure that its Project Co-ordinator who will directly involve in staff recruitment for the project upholds the same. The successful Applicant is held responsible for ensuring that all staff recruitment for the project conducted by itself or its representing third-party complies with all legal requirements on employment, equal opportunities and data protection.

4.8.3 The successful Applicant shall obtain from the Independent Commission Against Corruption (ICAC) a copy of the “Strengthening Integrity and Accountability – Grantee’s Guidebook” which can be downloaded from the ICAC’s website below:

Chinese version:

<[http://www.icac.org.hk/tc/corruption\\_prevention\\_department/pt/index.html](http://www.icac.org.hk/tc/corruption_prevention_department/pt/index.html)>

English version:

<[http://www.icac.org.hk/en/corruption\\_prevention\\_department/pt/index.html](http://www.icac.org.hk/en/corruption_prevention_department/pt/index.html)>

4.8.4 In the event that the successful Applicant, the Project Co-ordinator, directors, employees, contractors, sub-contractors or other personnel of the successful Applicant who are in any way involved in the approved project commit an offence under the Prevention of Bribery Ordinance (Cap. 201) (including offering any advantages to any members of the Working Group or any employees of the Government), the Government may suspend or terminate the Funding Agreement and hold the successful Applicant liable to any loss or damage incurred by the Government arising from such an offence. The successful Applicant shall immediately repay to the Government all or any funds provided to the successful Applicant.

4.8.5 The successful Applicant shall ensure that the Young Entrepreneurship

Applicants, its Project Co-ordinator, directors, employees, contractors, sub-contractors and other personnel of the Young Entrepreneurship Applicants who are in any way involved in the project, and any associates and associated persons related to the project shall not, when the Funding Agreement is in force and within six months thereafter, engage in or perform any services, duties, tasks or actions (other than those for the performance of the Funding Agreement) for or on behalf of the successful Applicant or any third parties which constitute a conflict or may be seen as constituting a conflict with the successful Applicant's duties to the Government under the Funding Agreement, unless with reasonable justifications and the written approval of the Government.

- 4.8.6 Once a conflict of interest is noted, the successful Applicant shall promptly resolve or remove the risk arising from the conflict of interest, such as by assigning another staff member to handle the matter and closely monitoring the staff member concerned if possible. The successful Applicant shall also record the remedial action(s)/resolution(s) taken and proposed in the Declaration of Interests Form, and promptly inform the Secretariat of the situation.

## **4.9 Insurance**

- 4.9.1 The successful Applicant is required under the Funding Agreement to take out and maintain appropriate insurance policies, including employees' compensation insurance and public liability insurance (to cover occupier's liability), to the satisfaction of the Government that the insurance can meet any claims which may arise from the funded project.
- 4.9.2 Under no circumstances shall the Government or the Working Group be held liable for any third party claims for any loss or damage or liabilities arising from the approved project.

## **V. Monitoring Mechanism**

### **5.1 Progress Reports and Evaluation Reports**

- 5.1.1 The successful Applicant is required under the Funding Agreement to submit interim report(s), statement(s) of income and expenditure/financial report(s) (including all relevant information (e.g. photographs, publications, etc.)) and an audit report or relevant reports within the prescribed time. If the successful Applicant fails to submit the reports within the prescribed time, or the reports submitted do not meet the requirements concerned, the Government has the right to terminate the Funding Agreement, and the successful Applicant has to return the whole of the grant disbursed.
- 5.1.2 Where necessary, the Government or the Working Group may consider asking the successful Applicant to submit additional project reports, statement of income and expenditure/financial report (including all relevant information (e.g. photographs, publications, etc.)) and audit report or relevant reports (i.e. other than those specified in Section 5.1.1) under reasonable circumstances and within a reasonable period of time. Likewise, if the successful Applicant fails to submit the reports within the prescribed time, or the reports submitted do not meet the requirements concerned, the Government has the right to terminate the Funding Agreement, and the successful Applicant has to return the whole of the grant disbursed.
- 5.1.3 The successful Applicant must, in accordance with the requirements of the YDF, submit the final project report, a statement of income and expenditure/financial report (including all relevant information (e.g. photographs, publications, etc.)) and an audit report or relevant reports within six months upon completion of the project or within the prescribed time.

5.1.4 The final audited financial statement shall cover all receipts and receivables including contributions (whether in cash or any other forms of contribution) from the successful Applicant, sponsor(s) and/or other sources, the EMF, all income, sale proceeds from any equipment disposed of and all payments made in relation to the approved project. It shall include a statement of income and expenditure, a balance sheet, a cash-flow statement, notes to the accounts and an Auditor's Report. In the Auditor's Report, the auditor is required to advise on whether the successful Applicant and the project's books of accounts have complied with the terms and conditions of the Funding Agreement, and certify that the use of the EMF and the preparation and contents of the audited financial statement are consistent with the terms and conditions of the Funding Agreement. The final audited financial statement so prepared must be prepared in accordance with the relevant laws of Hong Kong; the Hong Kong Standard on Assurance Engagement 3000 (Revised) "Assurance Engagements Other than Audits or Reviews of Historical, Financial Information" as promulgated by the Hong Kong Institute of Certified Public Accountants (HKICPA) and updated by the HKICPA from time to time, as well as all relevant Accounting Standards, Accounting Guidelines and Statement of Auditing Standards as issued and updated by the HKICPA from time to time; and the auditing requirements relating to the approved project as may be prescribed by the Working Group or the Government from time to time. The successful Applicant shall also instruct the auditor to make full disclosure of any non-compliance of any terms and conditions in the Funding Agreement on the part of the successful Applicant in the Auditor's Report. The final audited financial statement shall be prepared by an independent Certified Public Accountant who is not in any way connected with the successful Applicant or the project in question.

5.1.5 The successful Applicant shall have a specific, well-developed and effective mechanism in place to monitor the work of the funded young entrepreneurship Applicant. If the project of the successful Applicant involves elements of a loan, the Applicant may determine its own

repayment terms, interest rate and loan recovery arrangements. Nevertheless, the EMF portion could not be utilised for loan purpose. The Government, the CoY and the institution authorised to carry out the monitoring duties can request the successful Applicant to submit any documents related to the mechanism mentioned above for record and reference.

5.1.6 Without prejudice to any rights, claims or remedies of the Government under the Funding Agreement or at law, the Government reserves the right to claim against the successful Applicant for any loss or damage incurred in connection with or as a result of the failure of the successful Applicant (including the failure of the Project Co-ordinator, any directors, employees, contractors, sub-contractors of the successful Applicant) to, in accordance with the Funding Agreement (including the approved budget attached thereto), handle and account for the EMF, other public funds or income properly.

5.1.7 The Secretariat may conduct random inspection on the deliverables and targets reported by the successful Applicant. In case the successful Applicant fails to deliver the agreed deliverables/targets and/or fails to comply with any additional funding conditions, the successful Applicant will have to provide explanations in writing as requested to the satisfaction of the Working Group and the Government. In addition, the successful Applicant may be invited to attend wash-up meeting(s) with the Secretariat upon completion or termination of the approved project to assess the results of the project and to learn from experience for future reference. The successful Applicant may also be invited to attend the Working Group meeting to present and account for the project's results.

5.1.8 During the document inspection conducted by the Secretariat, the successful Applicant will be required to provide documentary proof in relation to the modus operandi of its procurement and staff recruitment mechanisms to the satisfaction of the Secretariat.

5.1.9 Without prejudice to any rights, claims or remedies of the Government under the Funding Agreement or at law, the Government reserves the right not to disburse the outstanding EMF to the successful Applicant or the right to reduce the payable amount of outstanding funding, if the successful Applicant's performance in organising the approved project is not satisfactory; or if the successful Applicant fails to achieve the predetermined deliverables/targets; or if the successful Applicant has breached any terms and conditions under the Funding Agreement.

## **5.2 Monitoring Visits and Meetings**

5.2.1 The Government, the CoY / the Working Group and their authorised representatives, or authorised representatives of relevant Government bureaux/departments, may participate in the progress review of or the organising committee's meetings for the approved project or any related programmes (including but not limited to the interviews for Young Entrepreneurship Applicants) of the project to monitor the progress of the project.

5.2.2 The successful Applicant will be required to assist in arranging such visits and meetings and to comply with any instructions given by the Working Group or the Government from time to time in respect of the approved project or any related matters.

5.2.3 During the monitoring visits or meetings, the successful Applicant may, at the request of the Working Group or the CoY or the Government's authorised representatives, be required to assist in verifying the number of staff members employed for and/or checking the number and market prices of the equipment items procured with the EMF for or used in the project. The successful Applicant must comply with the instructions and produce all the required information to the Working Group or the Government's

authorised representatives on the spot.

5.2.4 The on-site monitoring visits or meetings in connection with the approved project may be recorded by the Secretariat. The successful Applicant may be required to assist the Secretariat during the on-site inspection. The Working Group and the Government officers will refer to the records to determine whether the successful Applicant is in breach of any terms and conditions under the Funding Agreement; whether the successful Applicant's performance in organising the project is satisfactory; and whether the project has achieved the predetermined deliverables/targets as stated in the Funding Agreement.

5.2.5 The Government or the Working Group or the CoY may also authorise representatives from other organisations to assist them in carrying out the monitoring work. The successful Applicant shall provide the required information to help these officers carry out their work effectively.

5.2.6 In case the Government, the CoY and the representatives authorised to carry out the monitoring duties note that there are any irregularities on the part of the successful Applicant, the Government has the right to require the successful Applicant to return the whole of the grant disbursed.

## **VI. Intellectual Property Rights and Personal Data**

6.1.1 It is the absolute responsibility of the Applicant to ensure that it complies with the intellectual property laws in Hong Kong. Under no circumstances will the Government or the Working Group be held liable for any infringement of intellectual property rights caused by or relating to the application for funding support or the implementation of the approved project.

6.1.2 The Applicant grants or at its own cost and expense causes to be granted for

the benefits of the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group an unconditional, irrevocable, non-exclusive, perpetual, royalty-free, sub-licensable and worldwide licence to copy the application form and the supporting documents, proposals and other documents submitted by the Applicant, make an adaptation (e.g. translation), and issue copies of the same to the persons/organisations that the Government, the Secretariat and the Working Group considers relevant for the purpose of processing, vetting and assessing the application made by the Applicant.

6.1.3 The successful Applicant is required to grant an unconditional, irrevocable, non-exclusive, sub-licensable, perpetual, royalty-free and worldwide licence to the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group enabling them to use the Project Materials<sup>6</sup> by any means or in any manner (including any acts restricted by copyright set out under Sections 22 to 29 of the Copyright Ordinance (Cap. 528)) for the purposes of public education, promotion of youth development and other non-profit-making purposes. In case the successful Applicant does not have the right to grant the licence in connection with any parts of the Project Materials, the successful Applicant is required to procure the grant of such rights by the relevant third party intellectual property rights owners at its sole cost and expense, for the benefits of the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group.

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<sup>6</sup> Project Materials means all deliverables, reports, works of authorship, training manuals, equipment, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, models, analyses, studies, technical notes, information papers, opinions, comments, specifications, formulae, scripts, screenplay, music, lyrics, songs, soundtracks, sound recordings, animated drawings, storyboards, films, images, set and costume designs and other designs, artworks, expression of ideas or information, themes, plots, stories, characterizations, dialogue, writings, adaptations, changes, additions, deletions, titles, subtitles, translation, synchronizations, doubling, dubbing, performance, books of accounts, records, audited accounts, statement of income and expenditure, audited financial statement, publicity materials, documents, and other things and materials collected, compiled, developed, written, prepared, produced, created or supplied by the successful Applicant, the Project Co-ordinator, and the directors, employees, contractors or sub-contractors of the successful Applicant in relation to the approved project or in the course of carrying out the project or for the purpose of the Funding Agreement, including all pre-contractual and contractual documents thereof, which are recorded or stored by whatever means in whatever form or media and the drafts of any of the above.

- 6.1.4 Apart from the intellectual property rights in any works or materials incorporated in the Project Materials that belong to a third party, all intellectual property rights in the Project Materials shall be and shall remain vested in the successful Applicant upon creation.
- 6.1.5 Prior to the fixation and/or recording of any performance(s) in relation to the Project Materials, the successful Applicant shall, at its own cost and expense, obtain all the necessary consent and permission from the performer(s) concerned for such fixation and/or recording of the performance(s) and for any use and exploitation of such fixation or recording, or copies thereof, by the successful Applicant and the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group. In the context of this Section, the terms “performance”, “performer” and “fixation” shall have the same meanings as those assigned to them in Section 200 of the Copyright Ordinance (Cap. 528).
- 6.1.6 The successful Applicant shall warrant the Government that:
- (a) the implementation of the approved project and the provision of the Project Materials by the successful Applicant in performing the Funding Agreement, the use, operation or possession by the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group of the Project Materials or any part thereof for any of the purposes contemplated in this Guide and/or the Funding Agreement and the exercise of any rights granted under the Funding Agreement do not and will not infringe any intellectual property rights, performers’ rights or moral rights of any persons;
  - (b) in respect of any materials used by the successful Applicant in the performance of the Funding Agreement and where the intellectual

property rights of such materials are vested in a third party, the successful Applicant is required to have obtained the grant of all necessary clearances for itself and its authorised users, as well as the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group to use such materials for any purposes contemplated in this Guide and/or the Funding Agreement; and

- (c) the successful Applicant shall (a) irrevocably waive and undertake to procure at its own cost and expense all relevant authors and directors of the Project Materials to irrevocably waive all moral rights (whether in the past, at present or in the future) of the Project Materials; and (b) undertake to procure at its own cost and expense all relevant performers to irrevocably waive their moral rights over their performances in relation to the Project Materials. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group and shall take effect upon the grant of the relevant licence to the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group, or upon each of the relevant performance is given (as the case may be).]

6.1.7 The Personal Information Collection Statement (“PICS”) (see Annex) applies to the personal data provided in connection with the application. An Applicant shall have agreed to and have obtained from each individual, whose personal data is provided in the application, his/her consent for the disclosure, use and further disclosure of the personal data by the Government or the Working Group for the purposes set out in the PICS. Under no circumstances will the Government or the Working Group be liable for any infringement of the PDPO should the Applicant fail to obtain the consent from the individuals concerned.

## **VII. Acknowledgement of the Funding Support**

7.1 The successful Applicant shall warrant that it will prominently feature the following items on all the publicity materials (including, but not limited to, printed materials, backdrops, programme booklets, TV commercials, posters, websites, banners, advertisements, prizes and souvenirs):

- (a) logos of the Home Affairs Bureau and the CoY;
- (b) wordings acknowledging the funding support of the YDF; and
- (c) any other logos/slogans that the Government may specify.

The above items shall not be displayed side by side with sponsors' logos and shall not be smaller or less prominent than those logos of the Applicants and any other sponsors. The successful Applicant shall also ensure that all of the Government's specified logos/slogans have prominent presence at the venues of the project and other related locations, to the satisfaction of the Government and the Working Group.

7.2 If necessary, the Government and/or the Working Group may require the successful Applicant to submit the publicity materials for vetting and approval before they are printed or produced. In cases where the successful Applicant has its publicity materials printed or produced prior to the approval from the Government and/or the Working Group, it shall bear the relevant costs on its own (including, but not limited to, the costs of amending, revising, reprinting or reproducing the publicity materials). Charging the costs concerned to the funding support is not allowed.

## **VIII. Enquiries**

8.1 Enquiries about the application and other related matters should be made to:

Address: The Secretariat, Youth Development Fund, Civic Affairs

Division (1), 6/F, West Wing, Central Government Offices,  
2 Tim Mei Avenue, Tamar, Hong Kong

Telephone: 3509 7018

Fax: 2591 6002

Email: [ydf@hab.gov.hk](mailto:ydf@hab.gov.hk)

- 8.2 Information provided by the Government (including the Secretariat) in response to the enquiries may be used by other NGOs.

## **IX. Not a Binding Agreement**

- 9.1 Nothing in this Guide shall constitute a contract. Notwithstanding anything provided in other Sections of this Guide, no binding agreement will be made between the Government and the successful Applicant unless and until the Funding Agreement is duly executed by all parties thereto.

## **X. Others**

- 10.1 The successful Applicant shall indemnify the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the Government or which may be brought or established against the Government arising out of or relating to (i) the breach of the Funding Agreement or the laws of Hong Kong by the successful Applicant; (ii) the wilful misconduct, default, unauthorized act or wilful omission of successful Applicant or its employees or agents; or (iii) any allegation or claim arising from or in any way related to the provision of the Project Materials by the successful Applicant that the use, operation or possession of the Project Materials or the exercise of any rights granted under the Funding Agreement by the Government, its authorised users, assigns and successors-in-title, the Secretariat and the Working Group infringes any intellectual property rights, performers' rights or moral rights of any persons.

- End -

**Youth Development Fund (YDF)  
Application for the Entrepreneurship Matching Fund  
Personal Information Collection Statement**

**Purpose of Collection**

1. The personal data provided in the application, relevant supporting documents and supplementary information may be used by the Government and the Working Group on Youth Development Fund for the following purposes:

- (a) processing and assessing applications, conducting related checks and verifying the application information for the YDF;
- (b) payment of the EMF;
- (c) preparing statistics and conducting research;
- (d) arranging public announcements and publicity;
- (e) meeting any disclosure requirements;
- (f) monitoring the performance of the Applicant in meeting the Funding Agreement and evaluating the funded project;
- (g) taking any remedial or follow-up action on the funded project; and
- (h) purposes relating to the above.

2. The provision of all the required personal data in the application by the Applicant is obligatory. Failure to provide all the information as requested may render the application ineligible for consideration.

**Classes of Transferees**

3. The personal data provided in the application may be transferred or disclosed to other Government bureaux/departments or other persons or organisations authorised to process the information for purposes relating to paragraph 1 above, or to make any disclosure which is required or authorised by law.

### **Access to Personal Data**

4. Subject to the exemptions under the Personal Data (Privacy) Ordinance (Cap. 486), the Applicant has the right of access and correction with respect to their personal data as provided for in Sections 18 and 22 and Data Protection Principle 6 of Schedule 1 thereof. A fee may be imposed by the Secretariat for providing the information upon a data access request.

### **Enquiries**

5. For the correction of or access to personal data after submission of the application, please contact:

Address: The Secretariat, Youth Development Fund, Civic Affairs  
Division (1), 6/F, West Wing, Central Government Offices,  
2 Tim Mei Avenue, Tamar, Hong Kong

Telephone: 3509 7018

Fax: 2591 6002

Email: [ydf@hab.gov.hk](mailto:ydf@hab.gov.hk)