

**Youth Development Fund
Guide to Application (the Guide) for Funding Support for
“Innovative Youth Development Projects”
(2016-17)**

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Note:

1. This Guide should be read in conjunction with the application form for the funding support for the “Innovative Youth Development Projects” 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/).

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 projects 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 funding support for the **Innovative Youth Development Projects** 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 the “Entrepreneurship Matching Fund” under the YDF, please refer to the Guide to Application for the “Entrepreneurship Matching Fund” issued separately.

1.2 Objectives

1.2.1 The grant to be provided for “Innovative Youth Development Projects” under the YDF aims to subsidize in form of matching funds for NGOs to organise innovative activities for youth which would help their development.

II. Application for Funding Support

2.1 Eligibility Requirements in respect of Applicants

2.1.1 An NGO ^{1, 2} 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 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 project only). If more than one application is made by an NGO and its sub-unit(s), the NGO concerned and its sub-group(s) shall decide who to submit the application prior to the presentation of proposal to the Working Group (please refer to Section 3.2).

2.1.3 A joint application (i.e. an application jointly made by two or more eligible

¹ Taking into account the principle of prudent use of public funds, applications from profit-making or purely commercial organisations will not be considered

² For Applicants which do not fall within the scope in 2.1.1, their applications will be considered on their own merits.

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 and 2.1.2 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 Projects

2.2.1 The activity/activities proposed in the proposed project shall meet the following requirements ³:

- (a) relating to youth development;
- (b) be of a considerable scale and benefit young people (over 75% participants aged between 12 and 35);
- (c) be innovative and attractive in motivating young people to make attempts in innovations and development in various aspects;
- (d) the theme, objectives and service targets are clearly defined, and the details of the activities must be commensurate with the objectives;
- (e) be of good quality and high impact;
- (f) not covered by other existing publicly-funded schemes/ programmes;
- (g) the funded project must be completed according to the time specified in the Funding Agreement (please refer to Section 4.2 below);
- (h) the successful Applicant is required to appoint an Project Co-ordinator who will be responsible for overseeing the implementation of the projects, 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 (the Secretariat) and reporting progress or results of the project. The Project Co-ordinator shall possess relevant experience in planning, organising and delivering youth/student activities;

³ An application (a proposed project) may include one or more activities. Each activity is subject to the requirements set out in Section 2.2.1 above. The YDF does not necessarily support all the activities in the application.

(i) the period of the project is capped at 2 years.

2.2.2 Priority will be given to projects relating to youth entrepreneurship.

2.2.3 Generally speaking, existing projects which have been organised for years will not be considered even if new elements are added (unless the added elements are highly innovative) (these activities should apply for funding support through existing channels instead).

2.2.4 There is no restriction on the nature of activities of the proposed project, but activities which are unlawful, 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.) will not be supported.

2.2.5 The proposed projects must not create any additional consequential expenditure to the Government.

2.2.6 Applicants who wish to seek/accept sponsorships in cash or in kind 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 Government, the CoY, or the YDF into disrepute (from example those from tobacco and gambling companies). 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 Applicants are required to provide funding from their own internal sources and/or other non-government funding sources. The matching ratio between the YDF grant and such funding is capped at 2:1.
- 2.3.3 The minimum funding (refers to the grant from YDF) for each approved project is \$200,000 while the funding ceiling (refers to the grant from YDF) is \$1 million.

2.4 Application Procedures and Methods

- 2.4.1 The application form and the relevant guide for “Innovative Youth Development Projects” can be downloaded from the CoY website (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 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 for the “Innovative Youth Development Projects” 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 soft copy 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 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 the 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) Theme of the Projects
 - The objectives, purposes and expected outcomes of the projects
 - (b) Target Clients
 - Profiles of the target clients (including their age and a brief background) and the anticipated number of beneficiaries
 - (c) Contents of the Projects
 - Actual contents of the projects (including their formats, number of sessions, publicity, etc.)
 - Feasibility and arrangements of the projects (including the

preparation, organisation, progress monitoring, timetables, logistics, staff management, etc.)

- Benefits and limitations of the projects
- Summary of the projects in phases
- Long-term effect of the projects
- Safety requirements and other considerations of the projects
- Difficulties envisaged during the implementation, solutions suggested and specific contingency plans provided
- Conclusions, reviews and improvement proposals after the projects

(d) Whether it is more suitable for the activities to be implemented under other Government funds

(e) Creativity of the Projects

- Whether it is innovative and attractive
- Whether it can motivate young people to make attempts in innovation and development in various aspects
- Whether it can equip young people with more information on entrepreneurship

(f) Background of the Applicant

- Objectives, governance structure, management and financial foundation of the Applicant
- Relevant experience, track records and past performance of the Applicant in planning, organising and implementing youth/student activities
- Activities being undertaken by the Applicant

(g) Financial Arrangements

- Whether the budget is reasonable, prudent and realistic with justification(s)
- Any financial support other than from Government funds,

donations or loan arrangements

- Monitoring of expenditures and audit arrangements

(h) Performance Indicators

- Deliverables expected, targets and methods for measuring the performance and outcomes
- Progress monitoring indicators

(i) 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/programmes 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, determine the appropriate amount of grant, 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 YDF grant 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 two to three months after the deadline for applications. The application results will also be uploaded to the websites 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 YDF grant, the major terms and conditions of the proposed grant, and the stipulated prerequisites to be fulfilled by the successful Applicant within a specified period.
- 3.3.4 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 YDF grant 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 YDF grant. The Government shall be deemed to have withdrawn the offer to make the proposed YDF grant to a successful Applicant if it does not receive the reply slip duly 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 grant 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 Applicant shall ensure that it complies with all applicable laws, rules, regulations and orders of Government or relevant regulatory authorities, obtains and maintains all necessary permission and approvals from the relevant bodies or authorities in preparing and organising the funded project.
- 3.3.7 If the successful Applicant fails to fulfil the stipulated prerequisites within the specified period, the Government reserves the right to withdraw the offer of the YDF grant. 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 Arrangements for “Innovative Youth Development Projects”

- 4.1.1 The grant provided under the YDF shall be used solely to support those “innovative youth development projects” which meet the requirements as set out in Section 2.2 above. The minimum funding (refers to the grant from YDF) for each approved project is \$200,000 while the funding ceiling (refers to the grant from YDF) is \$1 million (please refer to Section 2.3.3 above).
- 4.1.2 The total financial contribution provided by the YDF shall be capped at two thirds of the total expenditure 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 total expenditure 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 by them and other non-government funding sources (including the secured sponsorship, in cash or in kind, from the commercial sector) and provide proof of these funding.
- 4.1.5 Applicants are required to submit documentary proof on the secured sponsorships in cash or in kind. For the sponsorships in kind, Applicants shall also submit supporting documents to confirm that the claimed values of the sponsored items or services are comparable with the market prices thereof.
- 4.1.6 The successful Applicant undertakes to return any residual YDF grant to the Government upon completion or termination of the Funding Agreement (whichever is the earlier). For any unused sponsorships in kind, please refer to Section 4.5.5 below.
- 4.1.7 Subject to the prior written approval of the Government, Applicants must not seek and/or accept any non-government subsidies/donations/sponsorships (whether in cash or in kind) which, in the reasonable opinion of the Government, may bring the image or reputation of the Government, the CoY or the YDF into disrepute.
- 4.1.8 The YDF grant should be used to meet the expenses incurred directly by the approved project. In general, the cost of lease of equipment, the venue rental directly incurred in staging funded activity (activities), as well as other one-off non-recurrent direct expenditure, such as expenses for consumables and publicity, may be included in the budget of the proposed

project. Expenses which will not bring direct benefits to participants, for example, costs for maintaining the Applicant's own operation or administration (including the cost for setting up or refurbishing an administration office of the Applicant organisation, renovation cost, public utility charges, entertainment expenses incurred by administrative staff of the Applicant, various types of gratuity, general administrative expenses, etc.) and other expenditure not directly related to the proposed project shall not be included in the budget. For the avoidance of doubt, any purchase of equipment and/or prize money involved in the project shall not be subsidised by the YDF.

- 4.1.9 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. Applicants are required to set out clearly in the application form the incidental costs, if any, on advertising, promotion or other expenditure items arising from the staging of the proposed project. 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 "Innovative Youth Development Projects" (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, the operational plan, 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 CoY/the Working Group, the Government 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 operational plan and budget, 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 activities with nature or content similar to that of the

funded activity (activities) within a period of six months before and after the completion date of the funded activity (activities).

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 grant, cessation of disbursing the outstanding amount of grant 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 grant if the approved grant or any part

thereof is found to be abused; or used for purposes other than the specified or approved ones; or used to subsidise activities 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 grant 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 allegations or claims relating to any infringement of intellectual property rights of any person⁴. 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 YDF grant after the Funding Agreement has been duly signed by all parties.

⁴ 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.”

- 4.3.2 The YDF grant will be paid to the successful Applicant by instalments: the successful Applicant NGO will be paid 50% of the approved grant first. The 50% advance payment can be arranged within 6 months before the commencement of the approved project. The remaining grant 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-activity 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.
- 4.3.3 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 A successful Applicant shall provide all information requested in the post-activity 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 remaining 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.
- 4.3.5 The amount of the grant may be subject to final adjustment upon the submission of the final audited financial statement, post-activity evaluation report, etc. to the satisfaction of the Working Group and the respective Government officials.

4.3.6 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 4.3.4 or 4.3.5 occurs.

4.4 Project Account of the Youth Development 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 YDF and processing all other financial transactions relating to the YDF. 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 YDF 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.

4.5 Claims and Liability

- 4.5.1 The Government will not accept any legal liability for any deficits arising from the funded project.
- 4.5.2 Under no circumstances will the Government and the Working Group accept legal liability for any deficits arising from the funded project. The successful Applicant shall assume legal liability for all deficits arising from the project. 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 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 grant 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 grant 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 the 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 grant for the project and requiring the successful Applicant to immediately return to the Government all the grant 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 Procurement of Services, Goods and Staff Recruitment

4.8.1 Procurement of services includes the engagement of services of independent contractors by the successful Applicant to assist it in discharging its duties under the Funding Agreement, which is subject to the approval of the Government.

4.8.2 Applicants are required to disclose their procurement and staff recruitment mechanisms in the application form.

4.8.3 The successful Applicant shall exercise utmost prudence in procuring goods or services in relation to the approved project. The successful Applicant shall also cause its Project Co-ordinator, directors, employees, contractors and sub-contractors and other personnel of the successful Applicant who are in any way involved in the project to exercise utmost prudence in procuring goods and services for the project. This is to ensure that all purchases of goods and services of any values in relation to or for the purpose of the project are made in an open, fair and competitive manner, and only from suppliers who are not associates⁵ or associated persons⁶ of

⁵ The word “associate” of any person means:

(i) a close relative or a partner of that person; or

the successful Applicant.

- 4.8.4 The successful Applicant has a duty to set up and implement a proper procurement/tendering and stores management system⁷ for the project in accordance with the Funding Agreement or written instructions of the Government. It is required to give sufficient checks and control in

(ii) a company in which one or more directors is/are at the same time the director(s) of that person.

Further, the word “director” means any person occupying the position of a director with whatever post title and it includes a de facto director or a shadow director.

⁶ The expression “associated person” in relation to another person means:

- (i) any person who has control, directly or indirectly, over another person;
- (ii) any person who is controlled, directly or indirectly, by another person; or
- (iii) any person who has control over or is controlled by the person mentioned in (i) or (ii) above.

Further, the word “control” means the power of a person (including an associate or an associated person) who, directly or indirectly (whether through one or more intermediaries or otherwise) gives instructions or exert influences, cause an instruction to be given or an influence to be exerted on the management, policies or affairs of another person in one or more of the following ways:

- (a) by means of holding shares or interests or possessing the voting right of that person or any other persons; or
- (b) by virtue of the powers conferred by any constitutions, memorandums or articles of association, partnership, an agreement or an arrangement (whether legally enforceable or not) which will influence that person or any other persons; or
- (c) by virtue of holding office as a director of that person or any other persons; or
- (d) by any other means.

The word “influence” includes the holding or owning of 15% or more of shares, interests or the voting right of that person or any other persons related to that person referred to in item (a).

⁷ The stores management system shall include procedures on acknowledging receipt of stores, safe custody of stores, stock verification, stores records, stores disposal, write-off arrangements, etc.

accordance with the following principles:

- (a) Public accountability and value for money – the grant is public money. The successful Applicant shall be accountable to the public for the use of the grant and shall explain to them its procurement decisions. It is also obliged to achieve the best value for money for its procurement;
- (b) Transparency, openness and fair competition – all requirements and specifications of the intended procurement shall be made known clearly to the potential suppliers and contractors. The successful Applicant shall uphold the principles of fairness and competitiveness and maintain a level playing field in all procurement/tendering procedures. All tenderers and suppliers shall be treated, and must be seen to be treated, on equal footing by the successful Applicant. Proper safeguards shall be put in place to avoid any real, potential or perceived conflicts of interest arising from the procurement/tendering process. For example, the successful Applicant shall require its staff to declare any conflicts of interest in relation to the procurement/tendering exercise and staff recruitment, and set up a mechanism to mitigate any such conflicts;
- (c) The successful Applicant, including its Project Co-ordinator, directors, employees, contractors, sub-contractors and other personnel of the successful Applicant who are in any way involved in the project and request the conduct of or involvement in the procurement/tendering process, shall not participate in the bids unless prior approval from the Government has been obtained.

4.8.5 In devising the procurement mechanism for the funded project, the successful Applicant is advised to refer to the following procurement procedures and practices:

- (a) for every purchase or lease of goods or services with an aggregate value not exceeding HK\$50,000 (except those purchases mentioned in Section 4.8.8 below) for the purpose of or in relation to the funded project, the successful Applicant should obtain quotations from at least two suppliers/service providers/lessors and accept the lowest conforming offer. The successful Applicant should designate an officer to select and contact suppliers for quotations. The officer responsible for contacting suppliers for quotations shall record the particulars (such as names and contact details) of the suppliers contacted and details of their quotations for audit purpose. The acceptance of an offer can only be approved by another officer of a rank not lower than that of the officer requesting the quotations. The approving officer shall certify on record that the quotations are reasonable. Full justifications must be given and properly documented if no more than two suppliers/service providers/lessors can be identified in the market and/or if the lowest conforming quotation is not accepted;
- (b) for every purchase or lease of goods and services with an aggregate value over HK\$50,000 but not exceeding HK\$1.43 million for the purpose of or in relation to the approved project, the successful Applicant should obtain written quotations from at least five suppliers/service providers/lessors and accept the lowest conforming offer. The successful Applicant should designate a person to approve the issue of invitations to offer and/or select and invite suppliers for quotations, ensuring that the process is fair and involves no real, potential or perceived conflicts of interest. Full justifications must be given and properly documented if no more than five suppliers/service providers/lessors can be identified in the market and/or if the lowest conforming quotation is not selected; and
- (c) for every purchase or lease of goods or services with an aggregate

value over HK\$1.43 million for the purposes of or in relation to the approved project, the successful Applicant should adopt open and competitive tendering procedures and accept the lowest conforming tender. The successful Applicant should issue a tender notice through channels accessible by the general public and set up a tender board of not less than three appointees to consider and decide on the acceptance of a tender or to advise on the acceptance of a tender. Full justifications must be given and properly documented if the lowest conforming tender is not selected.

- 4.8.6 The successful Applicant shall keep all procurement documents (including any electronic records thereof) for inspection as and when required by the authorised representatives of the Government or the Director of Audit, and shall maintain the same for a minimum period of seven years after the end of the Government's financial year in which the Funding Agreement has expired or terminated.
- 4.8.7 The successful Applicant shall uphold the principles of openness, fairness and competitiveness in its staff recruitment exercise and throughout the recruitment process for the funded project, and ensure that its Project Co-ordinator directly involved in the recruitment for the project upholds the same. The successful Applicant has a duty to ensure that the staff recruitment exercise conducted by itself or by a third party acting on its behalf for the project is in conformity with all requirements in those applicable laws in relation to employment, equal opportunities and data protection.
- 4.8.8 The successful Applicant shall procure goods and/or services for the approved project through non-cash methods (such as credit cards, cheques, bank transfers, etc.). However, the successful Applicant may opt to make a purchase in cash to meet immediate needs, provided that the following conditions are met:

- (a) the total value of the single purchase of goods, services, or all of the above items for the purpose of or for the use in the approved project shall not exceed HK\$5,000;
- (b) the purchase shall be reasonably necessary for the discharge of the obligations and duties owed by the successful Applicant to the Government under the Funding Agreement;
- (c) the purchase prices are reasonable; and
- (d) the purchase has been certified on record by an authorised officer of the successful Applicant to be in compliance with the above conditions.

For the avoidance of doubt, any single transaction by the successful Applicant with a total value exceeding HK\$5,000 shall not be made in cash without the prior written approval from the Secretariat.

- 4.8.9 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>

English version:

<http://www.icac.org.hk/en/corruption_prevention_department/pt/index.html>

- 4.8.10 The successful Applicant shall try its best to seek assistance from the Corruption Prevention Department of the ICAC in adopting the procedures stated in the Guidebook, drawing up a code of conduct for compliance by its directors and employees, and ensuring proper corruption prevention safeguards are incorporated into its procurement and staff recruitment

procedures. The successful Applicant shall allow the ICAC to examine its management and monitoring procedures for advice on corruption prevention.

- 4.8.11 The successful Applicant is required to establish a two-tier approval system, as per the advice of the ICAC if deemed necessary, for the recruitment of key personnel and the award of major goods and services contracts to implement the funded project.
- 4.8.12 Both the successful Applicant and its contractors responsible for the planning and implementation of the approved project have a duty to ensure compliance with the requirements of the Prevention of Bribery Ordinance (Cap. 201). The successful Applicant shall notify in writing its Project Co-ordinator, directors, employees, contractors, sub-contractors and other personnel of the Applicant who are in any way involved in the project that they shall not offer to or solicit or accept from any person any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201)) during the performance of duties under the Funding Agreement.
- 4.8.13 In case the successful Applicant, its Project Co-ordinator, directors, employees, contractors, sub-contractors or other personnel of the successful Applicant who are in any way involved in the funded 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.
- 4.8.14 The Applicant shall declare in writing by completing the Declaration of Interests Form (see Annex to the application form) any financial, professional, commercial, personal or other interests (whether real or potential, direct or indirect) that the Applicant itself, its Project

Co-ordinator, directors, employees, contractors, sub-contractors, agents and other personnel of the Applicant who are in any way involved in the project, or any of their associates or associated persons may have in any persons, products or services proposed, recommended or to be acquired or procured, particularly those involving monetary transactions.

4.8.15 The successful Applicant shall ensure that the Applicant itself, its Project Co-ordinator, directors, employees, contractors, sub-contractors and other personnel of the Applicant 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. The successful Applicant shall immediately inform the Secretariat in writing by completing a fresh Declaration of Interests Form once it identifies any other financial, professional, commercial, personal or other interests (whether real or potential, direct or indirect) that the Applicant itself, its Project Co-ordinator, directors, employees, contractors, sub-contractors and other personnel of the successful Applicant who are in any way involved in the project, or any of their associates or associated persons may have in any persons, products or services proposed, recommended or to be acquired or procured, particularly those involving monetary transactions that have yet to notify the Secretariat. To comply with this requirement, the successful Applicant shall have a system in place to remind all key post-holders to abide by the laid down rules (e.g. avoid bidding for contracts awarded in relation to the project, and if unavoidable, declare such a conflict of interest as soon as they become aware of it).

4.8.16 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 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 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 Funding Agreement, submit the final report, a statement of income and expenditure/a 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 grant, all income, 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 grant 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 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 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 grant, other public funds or income properly.

5.1.6 The Secretariat may conduct random verification 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.

5.1.7 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.

5.1.8 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 grant to the successful Applicant or the right to reduce the payable amount of outstanding grant, 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 or 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, relevant activity (activities) or any related activity (activities) of the project to monitor the progress of the project. They may also make visits to the relevant venues before or during the relevant activity (activities).

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 goods items procured with the grant for or used in the project or relevant activity (activities). The successful Applicant must comply with the instructions and produce all the required information to the Working Group or the CoY 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 of the project or relevant activity (activities). The Working Group, CoY 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 activity (activities) is satisfactory; and whether the activity (activities) 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 or the Working Group 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 or the CoY 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 and CoY 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 Materials⁸ by any means or in any manner (including any

⁸ 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

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.

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 funded activity (activities) 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

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 an 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 Funding Support for
Innovative Youth Development Projects
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, the Commission of Youth and the Working Group on Youth Development Fund and for the following purposes:

- (a) processing and assessing applications, conducting related checks, and verifying the application information for the Fund;
- (b) payment of the YDF funding;
- (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 of the Fund 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