

**Basic Law Promotion Activity Sponsorship Scheme and
Basic Law Promotion Research Sponsorship Scheme
Guide to Application**

**Constitutional and Mainland Affairs Bureau
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Basic Law Promotion Activity Sponsorship Scheme and Basic Law Promotion Research Sponsorship Scheme Guide to Application

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I. Introduction

1.1 Background

- 1.1.1 Over the years, the Hong Kong Special Administrative Region Government (“Government”) has been promoting the Basic Law through different channels including publicity programmes, school education , training for civil servants, etc. To fully leverage the extensive publicity network of non-government organisations, the Constitutional and Mainland Affairs Bureau (“CMAB”) has been providing sponsorship to various non-government organisations in the community for organising Basic Law promotional projects, and will continue with the promotional efforts.

1.2 Objective of the Scheme

- 1.2.1 The Basic Law Promotion Activity Sponsorship Scheme and Basic Law Promotion Research Sponsorship Scheme (“Sponsorship Scheme”) aims to promote the Basic Law among different sectors of the community and encourage different groups or organisations to conduct research on ways to further enhance the promotion of the Basic Law, with a view to enhancing public understanding on and support for the “One Country, Two Systems” principle and the Basic Law.

II. Application

2.1 Eligibility

2.1.1 The applicant shall be a non-profit-making organisation which is-

- (a) a society established in Hong Kong under the Societies Ordinance (Cap. 151);
- (b) a company incorporated under the Companies Ordinance (Cap. 32);
- (c) a charitable institution or trust of a public character registered under the Inland Revenue Ordinance (Cap. 112);
- (d) an incorporated management committee, school management company or management committee established or registered under the Education Ordinance (Cap. 279); or
- (e) a body established under any other ordinances of Hong Kong.

For the avoidance of doubt, an application may be submitted by a sub-group of an organisation, provided that the sub-group falls within any sub-paragraph of (a) to (e) above.

2.1.2 The applicant must be the organiser of the project.

2.1.3 Joint application (i.e. application jointly made by two or more applicants) is allowed, but a principal applicant must be identified and be responsible for matters relating to the application. All applicants making joint applications shall state clearly their respective responsibilities in the application form.

2.1.4 The proposed project in the application shall be non-profit making, shall tie in with the objective of the Sponsorship Scheme and not be of a fund-raising, commercial, religious or political nature.

2.1.5 The proposed project shall not be held together with any other projects. The applicant shall seek the prior consent from CMAB in writing should it intend to hold the proposed project together with other activities.

2.1.6 Any proposed project which public funding will normally be earmarked under other funding sources/schemes of the Government will not be considered.

2.1.7 Any existing project which is financially “self-sufficient” will not be considered.

- 2.1.8 If the applicant intends to accept sponsorship from any organisation other than that from the Sponsorship Scheme for the same project, prior approval must be sought from CMAB in writing. If CMAB considers it inappropriate for the Sponsorship Scheme to co-sponsor activities with other organisation(s), it may cease to provide any further funding support and require the successful applicant to immediately repay all or any funds already provided to it if it decides to accept sponsorship from other organisation(s).
- 2.1.9 The successful applicant may use the funds under the Sponsorship Scheme to implement projects outside Hong Kong, but CMAB does not encourage this practice.
- 2.1.10 The proposed project must not create any additional consequential recurrent expenditure for the Government.
- 2.1.11 All sponsored projects must be completed within 12 months upon approval of the applications. If the successful applicant fails to complete the project by the relevant due date, CMAB may cease to provide any further funding support and require the successful applicant to immediately repay all or any funds already provided to it unless prior consent is sought from CMAB in writing to exercise its discretion to extend the completion date.
- 2.1.12 For each project, the applicant must appoint a Project Co-ordinator and a Deputy Project Co-ordinator, who will be responsible for overseeing the project, monitoring the proper use of funds, liaising with CMAB, and reporting progress and results of the project. (Only applicable to applicants of Basic Law Promotion Activity Sponsorship Scheme)

2.2 Application Procedures and Deadline for Submission

- 2.2.1 Application shall be made on the Sponsorship Scheme's application form and conform to all conditions set out in this Guide. The application form and the Guide can be downloaded from the website below (<http://www.basiclaw.gov.hk>) or provided upon request to Team 7 of CMAB.
- 2.2.2 Each applicant may submit not more than two applications in each round of funding exercise, and for each project and related project, only one application can be submitted. Please refer to paragraph 4.1 regarding the details of funding application.

2.2.3 Two rounds of funding exercise are held each year under the Sponsorship Scheme, and the closing date for funding application fall on 31 March and 30 September respectively. If the day falls on a non-working day, the closing date shall be extended to the first working day after the above dates. The application shall be submitted to CMAB no later than 6:00 p.m. on the closing date for application. The applicant shall deliver the following documents to Team 7, Constitutional and Mainland Affairs Bureau, 13/F, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong by post or in person during business hours (8:45 a.m. to 6:00 p.m.) from Monday to Friday:

- (a) original completed application form plus three copies of the completed form;
- (b) documentary proof of eligibility to apply (please refer to paragraph 2.1.1 above);
- (c) other supporting documents as required in the application form (including, without limitation, documentary proof on other secured sponsorship); and
- (d) any other additional information relevant to the application.

2.2.4 Late application or application with incomplete details will not be processed. The date on the postmark should not be later than the closing date.

2.2.5 For the purpose of considering the application, CMAB may request the applicant to submit additional or supplementary information.

2.2.6 All submitted applications, whether accepted or not, will not be returned.

2.3 Notification of Results

2.3.1 Under normal circumstances, the applicant will be notified of the result of the application in writing within three months after the closing date. Under no circumstances shall an application be deemed to be successful unless and until the applicant has been notified in writing by CMAB that the applicant's application is successful.

2.3.2 CMAB's decision on the result of the application shall be final.

2.3.3 CMAB reserves the right to announce the application results and to disclose the list of successful applicants, the projects sponsored and the amount of sponsorship and other information of the sponsored projects.

2.4 Letter Agreement and Saving Provisions

2.4.1 If an application is successful, a letter of agreement will be sent to the successful applicant (“Letter Agreement”). The Letter Agreement will set out the amount of funds to be offered by the Government and the general terms and conditions of the proposed grant of the funds.

2.4.2 The successful applicant will be required to sign and return the Letter Agreement to the Government within the period specified therein (“Offer Period”) if it accepts the proposed grant of the funds on the general terms and conditions set out in the Letter Agreement. The Government may at any time before the Government’s receipt of the Letter Agreement duly signed by the successful applicant withdraw the proposed grant of the funds. The Government shall be deemed to have withdrawn the offer of the proposed grant of funds to a successful applicant if it does not receive the Letter Agreement duly signed by the successful applicant on the expiry of the Offer Period.

2.4.3 After an application has been approved, any application for increase in the amount of the funds sponsored by the Government will not be considered.

2.5 Withdrawal of Application

2.5.1 The applicant may write to CMAB to withdraw its application within 14 calendar days from receipt of the notice in writing referred to in paragraph 2.3.1 above. Such withdrawal is irrevocable.

2.5.2 On receipt of the notice of withdrawal, any approval, conditional approval or approval-in-principle issued by CMAB shall cease to be valid.

2.6 Enquiries

2.6.1 Enquiries about the application and other matters shall be addressed to Team 7 of CMAB:

Address: 13/F, East Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

Telephone: 2810 2106

Fax: 2524 7437

E-mail: basiclaw@cmab.gov.hk

- 2.6.2 Information provided in response to enquiries received by CMAB may be shared by CMAB with other organisations.

III. Assessment of Application

3.1 Vetting Committee

- 3.1.1 A Vetting Committee (“VC”), comprising representatives from the Government and non-official members with experience in relevant fields, is responsible for assisting the Government in assessing the applications and to give advice on related matters.
- 3.1.2 To avoid conflict of interest, all members of the VC need to comply with the Guidelines on declaration of interests and related conduct drawn up by the Government.
- 3.1.3 For the purpose of considering and assessing the application, the applicant may be invited to present its proposal to the VC, and arrange necessary site visits and/or meetings for members of the VC.
- 3.1.4 The offer of an advantage to any government officials or members of the VC with a view to influencing the outcome of the application is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offer by the applicant or its employees or agents will also render the application null and void.
- 3.1.5 The applicant shall agree to grant and procure the relevant third party Intellectual Property Rights owners to grant the licence to the Government, its authorised users, assigns and successors-in-title to copy, access and circulate any information and materials in the application and the accompanying documents for the purpose of vetting and assessment of the application.

3.2 Assessment Criteria and Process

- 3.2.1 In considering each application, the VC will consider the following:
 - (a) Objectives of the proposed project;
 - (b) Content of the proposal (for example, scope of the project, the relevance of the contents with the promotion of the Basic Law, the target and anticipated number of beneficiaries);
 - (c) Financial consideration (for example, overall financial estimates for the proposed project, budget and cost-effectiveness of the proposal);
 - (d) Feasibility of the project;

- (e) Background of the applicant (for example, its experience and management capability, its previous performance in the Sponsorship Scheme (if applicable) etc.);
 - (f) Publicity plan; and (if applicable)
 - (g) Other factors which the VC considers relevant (for example, whether the projects are expected to generate revenue, involve other sponsorships, held together with other projects, etc.)
- 3.2.2 In assessing an application, where necessary, the VC may take into account comments obtained from relevant government bureaux/departments and from professionals in the relevant fields on the proposal from the relevant perspectives.
- 3.2.3 The applicant may be requested to provide clarification or supplementary information on the application.
- 3.2.4 The VC may review the process from time to time and decide on recommendations for improvement based on necessity and in the light of experience.

IV. Sponsorship

4.1 Funding Application

- 4.1.1 The maximum amount of sponsorship to be granted to each project is HK\$800,000.
- 4.1.2 The Sponsorship Scheme will only provide direct and one-off financial support to meet the cost of specified expenditure items essential for the organisation of the selected activities by the successful applicant. In drawing up the budget, the applicant shall ensure that the project is cost-effective. Generally speaking, costs of additional manpower directly incurred for the project, leasing equipment for implementing the project, venue rental cost directly incurred for organising the project, as well as other one-off non-recurrent direct expenditure, such as costs of preparing the auditor's report, expenses for consumables, marketing and promotion for the purpose of the project may be sponsored. Costs for maintaining the applicant's own operation or administration (including cost for setting up an administration office of the organisation, expenses for building and office facilities, renovation, repair and maintenance, rental and rates, utility expenses such as charges for water, electricity, gas, etc., general administration and office expenses, entertainment expenses incurred by administrative staff of the organisation, legal costs and insurance fee not related to the project), cost incurred for purchase of equipment, furniture and souvenirs for guests, as well as other expenditure not directly related to the project, will not be sponsored.
- 4.1.3 The requested amount of sponsorship must be justified by a prudent and realistic operational plan and budget provided by the applicant with justifications for the proposed expenditure items.
- 4.1.4(a) The applicant for the Basic Law Promotion Activity Sponsorship Scheme shall observe the following requirements in preparing the budget:
- (a) Total expenditure on publicity shall in general not exceed 15% of the budget of the project;
 - (b) Expenditure on opening ceremony (if any) shall not exceed 15% of the budget of the project;
 - (c) If honorarium will be given to a guest/speaker, the amount shall not exceed HK\$550 per session (three-hour session);

- (d) Expenditure on food and drinks for volunteers (if any) shall not exceed HK\$50 (half day) or HK\$100 (whole day) per head;
- (e) Travelling expenses may be reimbursed only if they arise directly from the project and only if the form of transport used is the cheapest available on each occasion. Taxi fares will be reimbursed only in exceptional circumstances and must be justified in writing; and
- (f) The total sum of additional manpower cost directly incurred for the project, the cost of preparing the auditor's report, miscellaneous/contingency expenditure and administrative cost shall not exceed 15% of the total budget of the project and shall be disbursed on a reimbursement basis.

4.1.4(b) The applicant for the Basic Law Promotion Research Sponsorship Scheme shall observe the following requirements in preparing the budget:

Under the policy on the prevention of double benefits, the funding, if given, must not be used to remunerate researchers, or to subsidise their salaries, including honorarium, in any way, if they are receiving any forms of salary/ remuneration/ honorarium/ allowance by public funds. Same policy also applies to the remuneration of research support staff. Failure to comply with the rules on the prevention of double benefit will be required to refund the Government the benefits overpaid to them with interest.

- 4.1.5 The applicant may provide funding from its own sources and/or from other sources (such as contributions or sponsorships from third parties subject to prior approval of CMAB as stated in paragraph 2.1.8 above) to meet part of the total actual cost of the project. The applicant shall explain whether and how it will raise income (such as charging admission fees or soliciting sponsorships). The applicant shall set out clearly in the application form the amount of funds to be provided by it (if any) and its sources, including secured sponsorship from the commercial sector. The applicant shall submit documentary proof on the secured sponsorship.
- 4.1.6 To facilitate evaluation of the project, the applicant shall state the project's deliverable(s), key milestone(s), target(s), and method(s) for measuring the performance when it submits the application.

4.2 Sponsorship for Projects

- 4.2.1 The sponsorship provided shall be used according to the approved budget of the successful applicant and for the sole and exclusive purpose of carrying out the project directly.
- 4.2.2 CMAB reserves the right to cancel or reduce the sponsorship for the project if CMAB opines that the successful applicant has used the approved sponsorship or any part thereof for any purposes other than that specified in paragraph 4.2.1.

4.3 Surplus or Deficits

- 4.3.1 The successful applicant shall undertake to return any residual funds and operating surplus generated from the project to the Government (as CMAB may determine at its sole discretion) (including all interest (“surplus funds”)), up to the amount of the approved sponsorship for the project plus the interest generated or which should have been accrued to the project account (as explained in paragraph 5.4.1 below), within one month after submission of the final audited accounts or financial report of the project. The successful applicant shall return the surplus funds by way of issue of a crossed cheque or bank cashier order payable to “The Government of the Hong Kong Special Administrative Region”. The Government may seek legal remedy in case of unreasonable delay in the return of any surplus funds by the successful applicant.
- 4.3.2 The successful applicant shall accept liabilities for all deficits arising from the project. If the successful applicant reasonably foresees that the total expenditure will exceed the original budgeted expenditure by whatever amount, it shall inform CMAB immediately. In addition, it shall be responsible for the shortfall in order for completing the project.

V. Variations, Accounting and Financial Requirements

5.1 Variations

5.1.1 Any variation or modification to the sponsored project including whether the applicant has secured any source of income for the project or commits to any sponsorship or donation; change of implementation timetable, size or scope of the project, contents or nature of the project; change of any key personnel for organising and implementing the project or change to the approved budget, shall require prior written approval of CMAB. The successful applicant must apply for CMAB's written approval at least 14 days before the proposed variation or modification takes effect. If the successful applicant makes any unauthorised variation or modification mentioned above without reasonable justification, the Government, without prejudice to any rights, claims or remedies that it may have, may withdraw its sponsorship for the relevant projects.

5.2 Payment and Reimbursement Arrangements

5.2.1 The successful applicant shall normally meet the expenses incurred for the approved project first and claim disbursement on a reimbursement basis from CMAB.

5.2.2 Upon completion of certain agreed key milestones and CMAB's acceptance of the relevant financial statements and/or progress reports of the sponsored project, CMAB will consider disbursing funds to the successful applicant in installments according to the agreed schedules on request of the successful applicant.

5.2.3 The first installment, which normally will not exceed one-third of the approved grant, will be released upon CMAB's acceptance of the first progress report after the commencement of the project. For a project with implementation period lasts for three months or more, the successful applicant shall submit an interim progress report to CMAB for monitoring the progress and disbursement of installments (if applicable).

5.2.4 The successful applicant shall submit the project final report and financial report (refer to paragraphs 6.1.1 and 6.1.2 for details) to CMAB within six weeks after the project completion date specified in the application. If CMAB is satisfied with the reports and that the project concerned has been carried out in accordance with the approved

proposal, this Guide to Application and the Letter Agreement, the Government will disburse the outstanding funds to the successful applicant. The amount of the outstanding funds will depend on the result of the final adjustment.

- 5.2.5 Expenditure incurred before the approval of the project will not be reimbursed.
- 5.2.6 Notwithstanding anything provided in paragraph 5.2.4, if the amount of actual expenditure is less than the approved sponsorship, reimbursement will be made up to the amount of actual expenditure.
- 5.2.7 Actual expenditure on any individual item shall not exceed the approved sponsorship. In exceptional circumstances where change to the approved amount of sponsorship has to be made, prior consent from CMAB shall be sought. CMAB may exercise discretion to consider increasing the sponsorship level of an individual item, which will be capped at 20% of the approved sponsorship of that item. For expenditure items provided in sub-paragraphs 4.1.4(a), (b) and (f), consideration will not be given to increase the prescribed sponsorship ceiling in general. CMAB reserves the right not to reimburse any payments that exceed the prescribed limit.
- 5.2.8 Unless the Government approves otherwise, expenditure incurred after the project date, except for expenditure items which by nature must be incurred after the project (e.g. expenditure on developing photographs taken in respect of a sponsored activity), will not be reimbursed.
- 5.2.9 Each item of expenditure must be supported by the original receipt as proof of payment. In this connection, invoices, delivery notes or quotations are not regarded as proof of payment. All receipts must be certified by the Officer-in-charge of the successful applicant or Project Co-ordinator together with the successful applicant's chop.
- 5.2.10 The name and signature of the certifying person shall tally with those specified in the application submitted to CMAB. The original receipts submitted to CMAB will not be returned to the successful applicant.

5.3 Books of Accounts and Records

- 5.3.1 The successful applicant shall maintain proper and separate books of accounts in accordance with prevailing accounting standards and

practice in Hong Kong, as well as all relevant records of the project (including electronic records).

- 5.3.2 The books of accounts and records of the project shall be kept for inspection by the Government or its authorised representatives during the term of the Letter Agreement and for a period of at least seven years after the completion of the project or the termination of the Letter Agreement. The applicant shall also maintain all the original invoices and bills (including quotations and relevant documents on procurement, and electronic records) in respect of the sponsored project and shall produce them for inspection by the Government or its authorised representatives during the aforesaid period.

5.4 Bank Account and Interest

- 5.4.1 The successful applicant shall open under its name and maintain an interest-bearing Hong Kong Dollar account with a licensed bank in Hong Kong within the meaning of the Banking Ordinance (Cap. 155) for the purpose of processing and transacting all receipts and payments relating to the project (the “Project Account”). Payments from that bank account shall be made by the authorised representative(s) of the successful applicant.
- 5.4.2 The successful applicant shall deposit all money received relating to the project, including, without limitation, contributions from the successful applicant, contributions from the sponsor(s), all income, into the Project Account. All interest shall be kept in the Project Account and shall not be taken out or used for any other purposes.
- 5.4.3 The Government reserves the right to claim against the applicant for any loss or damages incurred in connection with or as a result of the successful applicant’s failure to comply with paragraph 5.4.1 or 5.4.2.

5.5 Use of Information

- 5.5.1 Without prejudice to paragraph 7.7, the Government and the VC have the right to make use of, disclose or transfer information provided in the applications for the purposes of assessment of the applications, conducting research, arranging publicity of the Sponsorship Scheme or successful projects, monitoring and evaluation of the projects, etc.

5.6 Procurement of Services and Staff Employment

- 5.6.1 Procurement of services includes engagement of or awarding a contract to an agent of the successful applicant to implement the project with a view to making any profit or generating any revenue.
- 5.6.2 The successful applicant shall exercise utmost prudence in procuring goods or services in relation to the sponsored project. In order to ensure openness, fairness and value for money, the successful applicant shall, and shall procure that the Project Co-ordinator, Deputy Project Co-ordinator, its directors, employees, agents, contractors, sub-contractors and other personnel who are in any way involved in the project shall, exercise the utmost prudence in procurement of goods or services for the project, ensure that purchases of all goods and services of any value in relation to or for the purposes of the project are made on an open, fair and competitive basis, and only from suppliers who are not associates or associated persons of the successful applicant. For every purchase, the successful applicant shall comply with the following rules of invitation of quotations:
- (a) For every procurement the aggregate value of which is more than HK\$5,000 but not exceeding HK\$50,000, written quotations from at least two suppliers should be obtained;
 - (b) For every procurement the aggregate value of which is more than HK\$50,000, written quotations from at least five suppliers should be obtained;
 - (c) The successful applicant should select the supplier that has submitted the lowest bid;
 - (d) If the successful applicant fails to adhere to the procurement procedures set out in sub-paragraphs (a) to (c) above, full justifications must be given and properly recorded in a Quotation Record for auditing purpose; and
 - (e) If the value of the purchase exceeds HK\$50,000, a Declaration of Interests in the Evaluation of Quotations shall be duly completed and signed by each staff of the successful applicant who is involved in the evaluation to declare that there is no conflict of interest in the procurement process.
- 5.6.3 The successful applicant is responsible for the setting up and operation of a proper procurement/tendering and stores management system for the sponsored project with sufficient checks and control and in accordance with the following principles:

- (a) Public accountability and value for money – the sponsorship provided under the Basic Law Promotion Activity Sponsorship Scheme and Basic Law Promotion Research Sponsorship Scheme is public money. The successful applicant is accountable to the public for the use of the sponsorship under the Sponsorship Scheme and should be prepared to account for any of its procurement decisions publicly. The successful applicant is obliged to achieve the best value for money for its procurement; and
- (b) Transparency, openness and fair competition – all requirements and specifications of intended procurement should be clearly made known to potential suppliers and contractors. It is essential to uphold the principles of fairness and competitiveness and maintain a level playing field in all procurement/tendering process. All tenderers and suppliers should be treated, and must be seen to be treated, on equal footing. The successful applicant should ensure that proper safeguards are put in place to avoid any actual, potential or perceived conflict of interest situations arising in the procurement/tendering process, for example, its staff or agents should be required to declare any conflict of interest in relation to procurement/tendering and staff recruitment, and set up a mechanism to mitigate any such declared conflicts.

5.6.4 In recruiting staff directly for the project, the successful applicant shall, and shall procure that its agents shall, observe the principles of openness, fairness and competitiveness during the recruitment process. The successful applicant shall, and shall procure that its agents shall, comply with the employment and equal opportunities and data protection requirements under the laws of Hong Kong. Upon the request of the Government, the successful applicant shall approach the Independent Commission Against Corruption (ICAC) for advice and assistance to draw up a Code of Conduct for compliance by its directors and employees, and to ensure proper corruption prevention safeguards are incorporated into its procurement and staff recruitment procedures. The successful applicant shall permit ICAC to examine its management and control procedures with a view to providing corruption prevention advice.

5.6.5 The successful applicant shall ensure that it shall, and shall procure that its staff shall, conform to the requirements of the Prevention of Bribery Ordinance (Cap. 201). The successful applicant shall notify personnel who are in any way involved in the project in writing that they shall not offer to or solicit or accept from any person any money, gifts or

advantages in relation to the performance of the Letter Agreement or the project.

- 5.6.6 In the event that the successful applicant, the Project Co-ordinator, Deputy Project Co-ordinator, any of its directors, employees, agents, contractors, sub-contractors or other personnel who are in any way involved in the project commit an offence under the Prevention of Bribery Ordinance (Cap. 201) (including the offering of any advantages to any members of the VC or Government officials), the Government may suspend or terminate further sponsorship for the project and require the successful applicant to immediately repay to the Government all or any sponsorship provided to it.

5.7 Publicity Materials and Production of Articles (Only applicable to applicants for the Basic Law Promotion Activity Sponsorship Scheme)

- 5.7.1 The successful applicant shall state that the project is “sponsored by the Basic Law Promotion Activity Sponsorship Scheme” on all publicity materials for the sponsored project.
- 5.7.2 The successful applicant shall seek prior written consent from CMAB on presentation of CMAB’s logo on all publicity materials.
- 5.7.3 The disclaimer “**Any contents of this material / any projects organised under this project do not represent the position of the Government of the Hong Kong Special Administrative Region.**” must be included in all printed advertisements, programme booklets, websites and any other publicity materials for the project.
- 5.7.4 Articles (including audio-visual materials, sound recordings, pictures and written materials and their duplications)(“Articles”) produced under sponsorship from the Sponsorship Scheme shall not be reproduced for sale or any other purposes without the prior written approval from CMAB.
- 5.7.5 Articles produced under sponsorship from the Sponsorship Scheme must not contain anything that:
- (a) is likely to incite hatred against, or denigrate or insult any person, organisation or body of persons;
 - (b) is in breach of any law, rule or regulation currently in force in Hong Kong;

- (c) may be classified as indecent or obscene under the Control of Obscene and Indecent Articles Ordinance (Cap. 390); or
- (d) infringes any Intellectual Property Rights or any other rights of any persons. The successful applicant is responsible for ensuring that there is no such infringement. If the successful applicant intends to use materials created by others, prior approval from the Intellectual Property Rights owners or right holders must be sought.

5.8 Insurance

- 5.8.1 The successful applicant or its agents shall procure appropriate insurance policies, including employee compensation, an all-risks insurance in respect of public liability including coverage of occupier's liability, to meet any claim arising out of or in connection with the project.
- 5.8.2 Under no circumstances shall the Government or members of the VC be held liable for any third-party claims for any loss or damages arising from or relating to the project.

VI. Monitoring and Evaluation

6.1 Progress Reports and Project Final Report

- 6.1.1 The successful applicant shall submit the following reports on the implementation of the sponsored project:
- (a) Progress reports – to report on the details of the project activities or preparation work completed and the content of the activities to be organised;
 - (b) Project final report – to report on all the information of the project activities organised, attach photographs taken in the activities and the attendance record(s), and evaluate the project according to the key milestone(s), expected outcome, performance indicator(s), objective(s) and evaluation method(s) as stated in the application;
 - (c) Financial report – to set out in detail all income and payments including contributions (whether in cash or any other forms of contribution (if appropriate)) from the applicant, the sponsor(s) and/or other sources. For any project with approved sponsorship of HK\$150,000 or below, all original receipts duly certified by the Officer-in-charge of the organisation or Project Co-ordinator shall be submitted together with the financial report. For any project with approved sponsorship exceeding HK\$150,000, the financial report shall include accounts audited by an independent Certified Public Accountant and shall contain:
 - (i) a Statement of Income and Expenditure, a Balance Sheet, Cash-flow Statement, Notes to the Accounts and an Auditor’s Report; and
 - (ii) the Auditor’s Report – the Auditor’s Report shall include the auditor’s opinion on whether the successful applicant and the Project Account have complied with the terms and conditions of the Letter Agreement, and include an assurance that the sponsorship from the Sponsorship Scheme has been spent in accordance with this Guide to Application and the Letter Agreement.
 - (d) Publicity report – to keep all the publicity materials, samples and media coverage summary relating to the project; and (Only applicable to applicants for the Basic Law Promotion Activity Sponsorship Scheme)

- (e) Summary report on participants' responses to questionnaire, including the original questionnaire. (Only applicable to applicants for the Basic Law Promotion Activity Sponsorship Scheme)
- 6.1.2 For any project with implementation period lasts for three months or more, the successful applicant shall submit an interim progress report to CMAB as provided in sub-paragraph 6.1.1(a) above in the intermediate stage. The successful applicant shall submit the items referred to in sub-paragraphs 6.1.1 (b) to (d) within six weeks after the completion or termination of the project.
- 6.2 Progress Review**
- 6.2.1 The successful applicant shall inform Team 7 of CMAB in writing of the dates, times and venues of the projects at least 14 days before the commencement of the projects.
- 6.2.2 CMAB may deploy an officer to participate in any related activities of the project as an observer to examine the progress of the project. They may also conduct visits to the relevant venues of the project. Under normal circumstances, CMAB will inform the successful applicant of the arrangements but CMAB's officers may also conduct observations on the sponsored activities without giving prior notice.
- 6.2.3 The successful applicant will be required to assist in arranging such observations or visits by CMAB, and to comply with any advice or instructions that CMAB may issue from time to time in respect of the project or any related matters.

VII. Intellectual Property Rights¹ and Personal Data

- 7.1 It is the responsibility of the successful applicant to ensure that it complies with the provisions of the intellectual property laws of Hong Kong. Under no circumstances shall the Government be held liable for any breaches of Intellectual Property Rights caused by the successful applicant.
- 7.2 All Intellectual Property Rights in the materials relating to the approved project created or developed by the successful applicant (“Project Materials”) shall be and remain vested in the successful applicant upon creation.
- 7.3 The successful applicant shall grant for the benefits of the Government, its authorised users, assigns and successors-in-title a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable licence to do the acts restricted by copyright that are stipulated in sections 23 to 29 of the Copyright Ordinance (Cap. 528) in relation to the Project Materials for any purposes. In relation to any parts of the Project Materials to which the successful applicant is not empowered to grant the licence aforesaid, the successful applicant undertakes to procure at its sole costs and expenses the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third party Intellectual Property Rights owners.
- 7.4 The successful applicant shall grant for the benefits of the Government, its authorised users, assigns and successors-in-title a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable licence to do the acts restricted by copyright that are stipulated in sections 23 to 29 of the Copyright Ordinance (Cap.528) in relation to all reports and related materials referred to in paragraph 6.1. In relation to any parts of the reports and materials to which the successful applicant is not empowered to grant the licence aforesaid, the successful applicant undertakes to procure at its sole costs and expenses the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third party Intellectual Property Rights owners.

¹ Intellectual Property Rights means “patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.”

- 7.5 The successful applicant shall, at its own costs and expenses and before the fixation and/or recording of any performances in relation to the Project Materials, obtain all the consent and clearance from the performers as may be necessary for such fixation and/or recording of the performances 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 as contemplated by this Guide. For the purpose of this paragraph, 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).
- 7.6 The successful applicant shall:
- (a) waive and undertake to procure all relevant authors of all items referred to in paragraphs 7.3 and 7.4 to waive all moral rights (whether past, present or future) in the said items; and
 - (b) procure all relevant performers to 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 and shall take effect upon each of the relevant performance is given.
- 7.7 The personal data provided in the applications may be used and disclosed in accordance with the “Personal Information Collection Statement” enclosed hereto.
- 7.8 The individuals whose personal data are provided in an application have the right of access and correction with respect to the personal data as set out in the “Personal Information Collection Statement” enclosed hereto.
- 7.9 The successful applicant warrants to the Government that:
- (a) the implementation of the sponsored project, the provision of any work or material by the successful applicant in performing this Guide, the use or possession by the Government, its authorised users, assigns and successors-in-title of any such work or material or any part thereof for any of the purposes contemplated by this Guide does not and will not infringe any Intellectual Property Rights and any other rights of any persons.
 - (b) in respect of any materials used by the successful applicant in the performance of this Guide and in respect of which any Intellectual Property Rights are vested in a third party, the successful applicant shall have obtained the grant of all necessary clearances for itself

and its authorised users, authorising the use of such materials for any of the purposes contemplated by this Guide.

VIII. Cessation of Provision of Sponsorship

- 8.1 The Government may terminate the Letter Agreement and immediately cease to provide any further sponsorship if any Event of Default has occurred and is incapable of being remedied or if the successful applicant fails to remedy the Event of Default within the time limits specified in the Letter Agreement.
- 8.2 The “Events of Default” will be set out in the Letter Agreement. These include, without limitation, breach of the terms and conditions of the Letter Agreement by, and insolvency of, the successful applicant, failure to satisfy the conditions precedent to provision of the sponsorship, failure to complete the approved project by the specified date.
- 8.3 Upon termination of the Letter Agreement for an Event of Default, if the Government abandons the approved project, the successful applicant shall return to the Government the full amount of the sponsorship disbursed to the successful applicant. To the extent required by the Government, the successful applicant shall assign to the Government all its rights, title and interest (including Intellectual Property Rights) in and to the approved project and all its underlying rights materials and all marketing materials relating to the approved project. The successful applicant shall also deliver to the Government all other records, documents and materials required under the Letter Agreement.

IX. Others

- 9.1 The successful applicant shall comply with all applicable laws of Hong Kong in carrying out the approved project. It is the responsibility of the relevant applicant to obtain all approvals and licenses that are necessary for carrying out the approved project.
- 9.2 Under no circumstances shall the Government accept any liabilities for any injury (including death) or any loss, deficit, damage or liability incurred out of or arising from the project.
- 9.3 The successful applicant shall indemnify the Government, its authorised users, assigns and successors-in-title against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the Government, its authorised users, assigns and successors-in-title or which may be brought or established against the Government arising out of or relating to:
- (i) the breach of the Letter Agreement or the laws of Hong Kong by the successful applicant;
 - (ii) the wilful misconduct, default, unauthorised act or wilful omission of the successful applicant or its employees or agents; or
 - (iii) any allegation or claim that the use, operation or possession of the Project Materials or the exercise of any rights granted under the Letter Agreement infringes any Intellectual Property Rights or any other rights of any persons.
- 9.4 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, indemnity or waiver from the Government in relation to the preparation or submission of the application.

- End -

**Application for the Basic Law Promotion Activity Sponsorship Scheme and
Basic Law Promotion Research Sponsorship Scheme
("Sponsorship Scheme")
- Personal Information Collection Statement**

Purpose of Collection

1. The personal data provided in an application for the Sponsorship Scheme ("Application") will be used by the Government of Hong Kong Special Administrative Region ("Government") and the Vetting Committee of the Sponsorship Scheme ("VC") for the following purposes:

- (a) processing and assessing the Applications;
- (b) the daily operation of the Sponsorship Scheme;
- (c) arranging public announcement and publicity;
- (d) monitoring and evaluating the sponsored projects;
- (e) taking any remedial or follow-up action on the sponsored projects;
- (f) meeting the requirements to make disclosure under the requirements of any law;
- (g) conducting research;
- (h) recording and preparing statistics; and
- (i) any purposes relating to any of the above.

2. Your provision of all the personal data requested in the Application is obligatory. Your Application may not be considered if you fail to provide all information as requested.

Classes of Transferees

3. The personal data provided in the Application may be transferred or disclosed by the Government or the VC to any of the following persons for the purposes set out in paragraph 1 above:

- (a) any person (including the agent, the contractor or the third party service provider of the Government) who is involved in the Sponsorship Scheme;
- (b) any other person under a duty of confidentiality to the Government or the VC; and
- (c) any person to whom the Government or the VC is under an obligation to make disclosure under the requirements of any law.

Access to Personal Data

4. The individuals whose personal data are provided in an Application have the right of access and correction with respect to the personal data as provided for in Sections 18 and 22 as well as Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486) (“PDPO”). A fee may be charged in accordance with the PDPO for providing access to or correcting any data and for providing the information.

Enquiries

5. For correction of or access to personal data after submission of the Application, please contact the subject officer of the Constitutional and Mainland Affairs Bureau, the contact details are as follows:

Address: 13/F, East Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

Officer: Assistant Secretary (Constitutional and Mainland Affairs) 7B
(Secretary of the Basic Law Promotion Activity Sponsorship Scheme and Basic Law Promotion Research Sponsorship Scheme Vetting Committee)

Telephone: 2810 2106

Fax: 2524 7437

Email: basiclaw@cmab.gov.hk