

**Hong Kong – Taiwan Economic and
Cultural Cooperation and Promotion Council**

“Exchanges with Taiwan Funding Scheme”

Guide to Application

August 2020

Exchanges with Taiwan Funding Scheme

Guide to Application

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I. Introduction

1.1 Background

Hong Kong and Taiwan have always had a close relationship. The Hong Kong – Taiwan Economic and Cultural Cooperation and Promotion Council (“ECCPC”) provides funding support to non-government organisations in Hong Kong to organise various activities to promote interaction and exchanges between Hong Kong and Taiwan on various fronts.

1.2 Objective

The Exchanges with Taiwan Funding Scheme (“Funding Scheme”) aims to extend the scope of exchanges between Hong Kong and Taiwan to various fronts of the community, enabling the community at large to learn more about the two places and in turn play a positive role in fostering exchanges and co-operation between the two places.

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. 622 or Cap. 32 before 3 March 2014));
- (c) a charitable institution or trust of a public character exempt from tax under the Inland Revenue Ordinance (Cap. 112);
- (d) an incorporated management committee, school management company or management committee

established or registered under 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 organization, provided that the sub-group falls within any sub-paragraph of (a) to (e) above.

- 2.1.2 The applicant must be the organizer 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 Proposed project in the application shall tie in with the objective of the Funding Scheme and not be of a fund-raising, profit-making, commercial, religious or political nature.
- 2.1.5 The proposed project shall not be held together with any other activities. The applicant shall seek prior consent from the ECCPC in writing should it intend to hold the proposed activities with other activities.
- 2.1.6 Proposed projects which public funding will normally be earmarked under other funding sources/ schemes of the Government of Hong Kong Special Administrative Region (“HKSAR Government”) will not be considered.
- 2.1.7 Existing projects which are financially “self-sufficient” will not be considered.
- 2.1.8 If the applicant intends to accept sponsorship from any organisation other than the Funding Scheme for the same project, prior approval must be sought from ECCPC in writing.

If ECCPC considers it inappropriate for the Funding Scheme to co-sponsor an activity with that organisation, it may cease to provide any further funding support and require the successful applicants to immediately repay all or any funds already provided to them if they decide to accept sponsorship from the other organisation.

- 2.1.9 Successful applicants may use the sponsorship under the Funding Scheme to implement activities outside Hong Kong, but ECCPC does not encourage this practice.
- 2.1.10 Proposed projects must create no additional consequential recurrent expenditure for the ECCPC.
- 2.1.11 All approved projects must be completed within 12 months upon notification in writing. Otherwise, prior approval must be sought from ECCPC in writing. ECCPC may cease to provide any further funding support and require the successful applicants to immediately repay all or any funds already provided to them if they fail to complete the project by the relevant due dates.
- 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 ECCPC and reporting progress or results of the project.

2.2 Application Procedures and Deadline for Submission

- 2.2.1 Applications shall be made on the Funding Scheme's application form and confirm to all conditions set out in this Guide. The application form and the Guide can be downloaded from ECCPC's website (www.eccpc.org.hk/eng/scheme.htm) or provided upon request to the ECCPC Secretariat.
- 2.2.2 Each applicant can submit only two applications in each round

of application. And for each project and related activities, only one application can be submitted. Please refer to paragraph 4.1 regarding the details of funding application.

2.2.3 The Funding Scheme has two rounds of application every year, with deadline on 31 March and 30 September respectively. The applications shall be submitted to ECCPC Secretariat no later than 6:00 p.m. on the deadlines. Applicants shall deliver the following documents to the ECCPC Secretariat, 12/F, East Wing, 2 Tim Mei Avenue, Tamar, Hong Kong by post or in person during business hours (9:00 a.m. to 6:00 p.m.) from Monday to Friday on or before the application deadline:

- (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 to documentary proof on the 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 considered. Date on the postmark should not be later than the deadline.

2.2.5 For the purpose of considering the applications, ECCPC may request applicants 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, applicants will be notified of the result of the application in writing within two months after the deadline. Under no circumstances shall an application be deemed to be successful unless and until the applicant has been notified in writing by ECCPC that the applicant's application is successful.
- 2.3.2 ECCPC's decision on the result of the application shall be final.
- 2.3.3 ECCPC reserves the right to announce the applicant results and to disclose the list of successful applicants, the project sponsored and the amount of sponsorship and other information of the sponsored projects.

2.4 Letter Agreement and Savings

- 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 the funds to be offered 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 ECCPC 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 ECCPC may at any time before the ECCPC's receipt of the Letter Agreement duly signed by the successful applicant withdraw the proposed grant of the funds. The ECCPC shall be deemed to have withdrawn the offer to make the proposed grant of the 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 funds will not be considered.

2.5 Withdrawal of Application

2.5.1 Applicants may write to ECCPC to withdraw their applications 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 ECCPC shall cease to be valid.

2.6 Enquiries

2.6.1 Enquiries about the application and other matters shall be addressed to the ECCPC Secretariat as follows:

Address : 12/F, East Wing, 2 Tim Mei Avenue, Tamar,
Hong Kong

Telephone : 2810 2011

Fax : 2501 5299

Email : enquiry@eccpc.org.hk

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

III. Assessment of Application

3.1 Assessment Committee

3.1.1 An Assessment Committee (“AC”), comprising representatives from ECCPC and members with experience in relevant fields, would be set up to consider applications and related matters.

- 3.1.2 To avoid conflict of interest, all members of the AC need to comply with the Guidelines on declaration of interest and related code of conduct.
- 3.1.3 For the purpose of considering and assessing applications, applicants may be invited to present their proposals to be AC, arrange necessary site visits and/ or meetings for members of the AC.
- 3.1.4 The offer of an advantage to any ECCPC officials or members of the AC with a view to influencing the outcome of the applications is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offer by the applicants or his employee(s) or agent(s) will also render the application null and void.
- 3.1.5 Applicants shall agree to grant and procure the relevant third party Intellectual Property Rights owners to grant the licence to ECCPC, its authorized users, assigns and successors-in-title to copy, access and circulate any information and materials in the applications and the accompanying documents for the purpose of vetting and assessment of applications.

3.2 Assessment Criteria and Process

- 3.2.1 In assessing each application, the AC will consider:
- (a) Objectives of the proposed activities;
 - (b) Content of the proposal (for example, scope of the project, the relevance of the contents with promoting exchanges between Hong Kong and Taiwan, the target and anticipated number of beneficiaries);
 - (c) Financial consideration (for example, the overall financial condition of the Funding Scheme, budget of the proposed activities and cost-effectiveness);
 - (d) Feasibility of the activities;
 - (e) Background of the applicant (for example, its experience and capability, and its previous performance

in the Funding Scheme (if applicable));

- (f) Publicity plan; and
- (g) Other factors (for example, whether the activities are expected to generate revenue, involve other donations, held together with other projects, etc) which the AC considers relevant.

3.2.2 In assessing applications, where necessary, the AC may take into account comments obtained from relevant government bureaux/ departments and from professionals in the relevant fields on the proposal from the relevant perspective.

3.2.3 Applicants may be requested to provide clarification or supplementary information on the application.

3.2.4 The AC may review the process from time to time and decide on recommendations for improvement based on necessity and in the light of experience.

IV. Funding Support

4.1 Funding Application

4.1.1 The maximum amount of funding to be granted to each project is HK\$400,000.

4.1.2 The Funding 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 applicants. In drawing up the budget, applicants should ensure that it is cost-effective. Generally speaking, cost of additional manpower directly incurred for the project, leasing equipment for implementing the activity, venue rental cost directly incurred for hosting the activity, as well as other one-off non-recurrent direct expenditure, such as cost of preparing the auditor's report, expenses for consumables, marketing and promotion for the purpose of the

project may be funded. Costs for maintaining the applicants' own operation or administration (including cost for setting up or refurbishing an administration office of the organisation, decoration cost, utility charges, entertainment expenses incurred by administrative staff of the organisation, general administrative expenses, legal costs and insurance fee), procurement of equipment, furniture and souvenirs, as well as other expenditure not directly related to the project, will not be funded.

4.1.3 The amount of funding support 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 Applicants 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 ceremonies (if any) shall not exceed 15% of the budget of the project;
- (c) Honorarium for each guest/ speaker (if any) shall not exceed HK\$550 per session (3 hours count as one 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 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.

4.1.5 Applicants may provide funding from their own sources and/or from other sources (such as contribution or sponsorships from third-parties subject to prior approval of ECCPC as stated in paragraph 2.1.8 above) to meet part of the total actual cost of the project. Applicants shall explain whether and how they will raise income (such as charging admission fees or soliciting sponsorships). Applicants shall set out clearly in the application form the amount of funds to be provided by them and their sources (including secured sponsorship from the commercial sector) (if any). Applicants shall submit documentary proof on the secured sponsorship.

4.1.6 To facilitate evaluation of the project, applicants shall state the project's deliverables, key milestones, targets, and methods for measuring its performance when they submit applications.

4.2 Funding Support for Projects

4.2.1 The funds provided shall be used according to the approved budget of the successful applicants and for the sole and exclusive purpose of carrying out the project directly.

4.2.2 ECCPC reserves the right to cancel or reduce the funding support for the project if ECCPC opines that the successful applicant has used the approved funds or any part thereof for any purposes other than that specified in paragraph 4.2.1.

4.3 Surplus or Deficits

4.3.1 Successful applicants shall undertake to return any residual funds and operating surplus generated from the project to the

ECCPC (as ECCPC may determine in its sole discretion) (including all interest), up to the amount of the approved funds for the projects 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 applicants shall return the surplus funds by way of issue of a crossed cheque or bank cashier order payable to ‘The Government of the HKSAR’. ECCPC may seek legal remedy in case of unreasonable delay in the return of any surplus funds by the successful applicants.

- 4.3.2 Successful applicants shall accept liabilities for all deficits arising from the project. If the successful applicants reasonably foresee that the total expenditure will exceed the original budgeted expenditure by whatever amount, they shall inform ECCPC immediately. In addition, they shall be responsible for the shortfall in order to complete the project.

V. Variations, Accounting and Financial Requirements

5.1 Variations

- 5.1.1 Any variation or modification to the funded 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 activities, contents or nature of the activities, change of key personnel for organising and implementing the project or change to the approved budget, shall require prior written approval of ECCPC. Successful applicants must apply for ECCPC’s written approval at least 14 days before the proposed variation or modification takes effect. If the successful applicant makes any unauthorized variation or modification mentioned above, ECCPC, without prejudice to any rights, claims or remedies that it may have, may withdraw its sponsorship for the relevant activities.

5.2 Payment Arrangements and Reimbursement

- 5.2.1 Under normal circumstances, the successful applicants should settle the expenditure incurred and then seek disbursement from ECCPC on a reimbursement basis.
- 5.2.2 Upon request by the successful applicants, ECCPC will consider disbursing funds to the successful applicants in installments according to the agreed schedules upon completion of certain agreed key milestones and ECCPC's acceptance of the relevant financial statements and/ or progress reports of the sponsored projects.
- 5.2.3 Upon ECCPC's acceptance of the first progress report, the first installment, which normally does not exceed one third of the approved funding, will be disbursed to the successful applicant. For approved projects lasting more than 3 months, successful applicants are required to submit progress reports at an interval specified by ECCPC for monitoring of progress and disbursement of installments (if applicable).
- 5.2.4 Successful applicants shall submit the project final report and financial report/ final audited statements (refer to paragraph 6.1.1 and 6.1.2 for details) to ECCPC within six weeks after the project completion date specified in the application or the termination of the project, whichever is earlier. If ECCPC 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 ECCPC will disburse the outstanding funds to the successful applicants. 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 funding, reimbursement will be made up to the amount of actual expenditure.

5.2.7 The actual expenditure on any individual item shall not exceed the approved amount. Changes to the approved amount require prior approval from ECCPC. Under exceptional circumstance, ECCPC may consider upward adjustment of not more than 20% of the approved amount of individual item. However, such request for items specified in paragraphs 4.1.4(a), (b) and (f) normally will not be entertained. ECCPC reserves the right not to reimburse any payments that exceed the prescribed limit.

5.2.8 Unless the ECCPC approves otherwise, expenditure incurred after the activity date, except for expenditure items which by nature must be incurred after the activity (e.g. expenditure on developing photographs taken in respect of a funded 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 Office-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 ECCPC. The original receipts submitted to ECCPC will not be returned to the successful applicants.

5.3 Books of Accounts and Records

5.3.1 Successful applicants 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 ECCPC or its authorized representatives during the term of the Letter Agreement and for a period of at least 7 years after the completion of the project or the termination of the Letter Agreement. The applicant shall also maintain the original invoices and bills (including quotations and relevant documents on procurement, and electronic records) in respect of the funded project and shall produce them for inspection by ECCPC or its authorized representatives during the aforesaid period.

5.4 Bank Account and Interest

5.4.1 Successful applicants 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 applicants.

5.4.2 The successful applicants shall deposit all receipts relating to the project, including without limitation, 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 purpose.

5.4.3 The ECCPC reserves the right to claim against the applicants 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 ECCPC and the AC have the right to make use of information, disclose or transfer

information provided in the applications for the purposes of assessment of the applications, conducting research, arranging publicity of the Funding Scheme or successful projects, monitoring and evaluation of the activities, 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 applicants to implement the project with a view to making any profit or generating any revenue.

5.6.2 Successful applicants shall exercise utmost prudence in procuring goods or services in relation to the funded project. In order to ensure openness, fairness and value for money, successful applicants shall, and shall procure that the Project Co-ordinator, Deputy Project Co-ordinator, their directors, employees, agents, contractors, sub-contractors and other personnel who are in any way involved in the project shall, exercise utmost prudence in procurement of goods and services, ensure that purchase 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 applicants. For every purchase, the successful applicant shall comply with the following rules of invitation of quotations:

- (a) At least 2 written quotations for value of purchase between HK\$5,000 to HK\$50,000;
- (b) At least 5 written quotations for value of purchase exceeding HK\$50,000;
- (c) Successful applicants should accept the lowest offer;
- (d) If successful applicants cannot comply with any of the above three conditions, the reasons should be clearly

stated in the Quotation Record for audit 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 Successful applicants are responsible for the setting up and operation of a proper procurement/ tendering and stores management system for the project with sufficient checks and control and in accordance with the following principles:

- (a) Public accountability and value for money – Successful applicants are accountable to the public for the use of the funding support under the Funding Scheme and should be prepared to account for any of their procurement decisions publicly. They are obliged to achieve the best value for money for their procurement.
- (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. Successful applicants 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, their 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 The successful applicants who recruit staff directly for the project shall, and shall procure that their agents shall, observe the principles of openness, fairness and competitiveness during the recruitment process. The successful applicants shall, and shall procure that their agents shall, comply with the employment and equal opportunities and data protection requirements under the laws of Hong Kong. Upon the request of the ECCPC, successful applicants shall approach the 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 applicants shall permit ICAC to examine its management and control procedures to provide corruption prevention advice.
- 5.6.5 The successful applicants shall ensure that they shall, and shall procure that their staff shall, confirm to the requirements of the Prevention of Bribery Ordinance (Cap. 201). The successful applicants 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 applicants, the Project Co-ordinator, Deputy Project Co-ordinator, any of their 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 AC or the ECCPC), the ECCPC may suspend or terminate further funding support for the project and require the successful applicants to immediately repay to the ECCPC all or any funds provided to the successful applicants.

5.7 Publicity Materials and Production of Articles

- 5.7.1 Successful applicants shall state that the activity is **“sponsored by the Hong Kong-Taiwan Economic and Cultural Cooperation and Promotion Council”** on all publicity materials for the funded project.
- 5.7.2 The successful applicant shall seek prior written consent from ECCPC on presentation of ECCPC’s logo on any publicity materials.
- 5.7.3 The disclaimer **“Any contents of this material / any activities organised under this project do not represent the position of the Hong Kong-Taiwan Economic and Cultural Cooperation and Promotion Council.”** 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 funding support from the Funding Scheme shall not be reproduced for sale or any other purposes without the prior written approval from ECCPC.
- 5.7.5 Articles produced under funding support from the Funding 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) is 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 Successful applicants or their 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 ECCPC or the AC 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 Successful applicants shall submit the following reports on the implementation of 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 organized, 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 contain audited accounts (covering

all receipts and receivables including contributions (whether in cash or any other forms of contribution) from the applicant, in sponsor(s) and/ or other sources, if any). For project with sponsorship of \$150,000 or less, the audited accounts shall be submitted together with all original receipts duly certified by the Officer-in-charge of the successful applicant or Project Co-ordinator. For project with sponsorship over \$150,000, the audited account shall be audited by an independent Certified Public Accountant and include:

- (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 shall include the auditor's opinion on whether the successful applicant and the Project Account has complied with the terms and conditions of the Letter Agreement, and includes an assurance that the sponsorship from the Funding Scheme was spent in accordance with this Guide to Applicant and the Letter Agreement;
- (d) Publicity report – to keep all the publicity materials, samples and media coverage summary relating to the project; and
- (e) Summary report on participants' responses to questionnaire, including the original questionnaires.

6.1.2 For approved projects lasting more than 3 months, successful applicants are required to submit progress reports mentioned in paragraph 6.1.1(a) above at an interval specified by ECCPC. The reports and documents requested in paragraphs 6.1.1(b) to (d) above shall be submitted within six weeks after the completion or termination of project.

6.2 Progress Review

- 6.2.1 Successful applicants shall inform ECCPC Secretariat the date, time and venue of the activity at least 14 days before the commencement of the activity.
- 6.2.2 ECCPC representatives may participate in any related activities of the project to examine the progress of the project. They may also conduct visits to the relevant venues of the activities. Normally, ECCPC representatives will inform successful applicants of their visit in advance. They may also conduct surprise visit.
- 6.2.3 Successful applicants will be required to assist in arranging such observations or meetings, and to comply with any advice or instructions that the ECCPC may issue from time to time in respect of the activity or any related matters.

VII. Intellectual Property Rights¹ and Personal Data

- 7.1 It is the responsibility of the successful applicants to ensure that they comply with the provisions of the intellectual property laws of Hong Kong. Under no circumstances should the ECCPC be held liable for any breaches of Intellectual Property Rights caused by the successful applicants.
- 7.2 All Intellectual Property Rights in the materials relating to the approved projects created or developed by successful applicants (“Project Materials”) shall be and remain vested in the successful applicants upon creation.
- 7.3 Successful applicants grant for the benefit of the ECCPC, its authorised users, assigns and successors-in-title a

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.”

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 applicants are not empowered to grant the licence aforesaid, the successful applicants undertake to procure at their sole costs and expenses the grant of such rights for the benefits of the ECCPC, its authorized users, assigns and successors-in-title by the relevant third party Intellectual Property Rights Owners.

7.4 Successful applicants grant for the benefit of the ECCPC, 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 clause 6.1. In relation to any parts of the reports and materials to which successful applicants are not empowered to grant the licence aforesaid, the successful applicants undertake to procure at their sole costs and expenses the grant of such rights for the benefits of the ECCPC, its authorized users, assigns and successors-in-title by the relevant third party Intellectual Property Rights Owners.

7.5 Successful applicants shall, at their own costs and expenses and before the fixation and/ or recording of any performance(s) in relation to the Project Materials, obtain all the consent and clearance from the performer(s) as may be necessary 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 successful applicants and the ECCPC, its authorised users, assigns and successors-in-title as contemplated by this Guide. For the purpose of this Clause, 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 Successful applicants shall:

- (a) waive and undertake to procure all relevant authors of all items referred to in clauses 7.3 and 7.4 to waive all moral rights (whether past, present or future) in the said terms; and
- (b) undertakes to 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 ECCPC, its authorised users, assigns and successors-in-title and shall take effect upon the grant of licence to the ECCPC, its authorized users, assigns and successors-in-title, or 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 Successful applicants warrant to the ECCPC that:

- (a) the implementation of the approved projects, the provision of any work or material by the successful applicants in performing this Guide, the use or possession by the ECCPC, its authorized 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 applicants in the performance of this Guide and in respect of which any Intellectual Property Rights are vested in a third party, the successful applicants shall have obtained the grant of all necessary clearances for itself and its authorized users, and the ECCPC, its authorized users, assigns and successors-in-title authorizing the use of such materials for any of the purposes contemplated by this Guide.

VIII. Cessation of Provision of Funds

- 8.1 The ECCPC may terminate the Letter Agreement and immediately cease to provide any further funds 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 applicants, failure to satisfy the conditions precedent to provisions of the funds, 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 ECCPC abandons the approved project, the successful applicant shall return to the ECCPC the full amount of the funds disbursed to the successful applicant. To the extent required by the ECCPC, the successful applicant shall assign to the ECCPC 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 ECCPC all other records, documents and materials required under the Letter Agreement.

IX. Others

- 9.1 The successful applicants shall comply with all applicable laws of Hong Kong in carrying out the approved project. It is the responsibility of the relevant applicants to obtain all approvals and licenses that are necessary for carrying out the approved project.
- 9.2 Under no circumstances will the ECCPC 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 ECCPC, its authorized users, assigns and successors-in-title against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the ECCPC, its authorized users, assigns and successors-in-title or which may be brought or established against the ECCPC arising out of or relating to (i) the breach of the Letter Agreement or the laws of Hong Kong by the successful applicants; (ii) the wilful misconduct, default, unauthorised act or wilful omission of the successful applicants 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 Applicants, whether successful in their applications or otherwise, or any employees, agents, servants or associates of the applicants shall not seek or claim any compensation, reimbursement, damages, indemnity or waiver from ECCPC in relation to the preparation or submission of the applications.

- End -

**Hong Kong-Taiwan Economic and
Cultural Cooperation and Promotion Council
Application for the Exchanges with Taiwan Funding Scheme
("Funding Scheme")
Personal Information Collection Statement**

Purpose of Collection

1. The personal data provided in an application for the Funding Scheme ("Application") will be used by the Hong Kong-Taiwan Economic and Cultural Cooperation and Promotion Council ("ECCPC") and the Assessment Committee ("AC") of the Funding Scheme for the following purposes:

- (a) processing and assessing the Application;
- (b) the daily operation of the Funding Scheme;
- (c) arranging public announcement and publicity;
- (d) monitoring and evaluating the funded projects;
- (e) taking any remedial or follow-up action on the funded 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 Applications may not be considered if you fail to provide all information as requested.

Classes of Transferees

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

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

Access to Personal Data

4. The individuals whose personal data is provided is an Application have the right of access and correction with respect to the personal data as provided for in Section 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 access to personal data after submission of the applications, please contact ECCPC Secretariat:

Address: 12/F, East Wing, 2 Tim Mei Avenue, Tamar, Hong Kong
Addressee: Secretary, Assessment Committee of the Exchanges with
Taiwan Funding Scheme
Telephone: 2810 2011
Fax: 2501 5299
Email: enquiry@eccpc.org.hk