

Funding Guide on Community Involvement Programme (For Non-Governmental Organisations)

Home Affairs Department
(As at March 2024)

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1 Introduction

- 1.1 The Community Involvement Programme (“CIP”) was introduced to provide funding for community involvement (“CI”) initiatives in the districts to promote community building. An annual provision is made available by the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“Government”) for implementing CI initiatives to meet the needs of the 18 districts.
- 1.2 This Funding Guide sets out the ambit of CI fund and the administrative and financial arrangements for the application and use of CI fund administered by Home Affairs Department (“HAD”)/District Offices (“DOs”).

2. Ambit of CI Fund

- 2.1 CI fund should be used for meeting district needs and fostering community building. In particular, the ambit of CI fund is to cover the following programmes and activities –
- (a) programmes and activities undertaken at district facilities (such as community halls, libraries, leisure grounds, sports venues and swimming pools);
 - (b) programmes organised in partnership with different sectors and non-governmental organisations;
 - (c) district leisure and sports programmes;
 - (d) district cultural and entertainment programmes;
 - (e) programmes and activities to enhance public library services at district level;
 - (f) district greening activities;
 - (g) programmes to strengthen public hygiene and disease prevention efforts;

- (h) programmes to foster inter-cultural understanding, mutual respect and volunteerism;
- (i) activities to support heritage initiatives at district level;
- (j) activities to build social capital and to help enhance self-reliance;
- (k) projects to enhance public understanding of district governance;
- (l) activities to promote community building, social harmony and public participation in community affairs; and
- (m) any other activities that the Director of Home Affairs (“DHA”) considers appropriate to be funded by CI fund.

3 Mode of Implementation

3.1 CI projects may be implemented by the following parties –

- (a) government departments (including DOs);
- (b) Non-Governmental Organisations (“NGOs”)¹; and
- (c) District Councils (“DCs”) or Committees/Working Groups (“C/WGs”) under DCs/DOs

3.2 NGO partners are generally selected through open invitation (e.g. by posting the invitation on the DO’s/DC’s website) and/or restricted invitation (e.g. by sending invitation letters to a number of NGOs in the district), save for exceptional circumstances. Relevant factors such as the experience and track record of the NGOs and their capability in organising the CI projects concerned should be taken into account in the selection.

¹ The offices of Legislative Council Members, DC Members, political parties and associations, are not regarded as NGOs for the purpose of applying for CI fund.

4 Scope of Funding

4.1 Funding Coverage

4.1.1 Grantees² shall use the CI fund provided to meet the expenses wholly and necessarily incurred for the approved project during the project period as per the approved plan and not used to cover expenditure already incurred prior to funding approval, save for very exceptional and unavoidable circumstances in which prior written endorsement from DO must be obtained.

4.1.2 In making the application and in implementing the approved project, the non-governmental applicants shall refer to the permissible items of expenditure and the relevant expenditure limits at Annex A.

4.1.3 In endorsing a project, DHA or his/her authorised officers may support an additional amount of not more than **5% of the approved project fund** as contingency to meet any unforeseen commitment arising from the items of expenditure.

4.2 Project Ceiling

A maximum amount of **\$2.5 million** (including the 5% contingency as stated in paragraph 4.1.3) may be approved for each project.

5 Application for CI Fund

5.1 Invitation of Applications

5.1.1 DOs will from time to time invite applications for grant of CI fund to organise CI projects from NGOs.

5.1.2 In particular, DOs may also invite NGOs to bid for projects now undertaken by designated organisations³ on behalf of DOs

² Grantees refer to all recipients of CI fund, namely government departments (including DOs), DCs, C/WGs under DCs/DOs as well as NGOs.

³ Designated organisations refer to those generally well-established local organisations with long-term working partnership with DOs as well as having proven capability and good track record in organising various CI projects, including large scale or theme-specific ones, for the local community and the people who live, work or study in the districts.

(e.g. management of a district football team and organising a dragon boat race, etc.).

5.2 Eligibility Criteria for Application

5.2.1 NGOs fulfilling the following criteria are eligible to apply for CI fund –

- (a) a statutory organisation or an organisation registered under the laws of the Hong Kong Special Administrative Region (HKSAR) (e.g. the Companies Ordinance (Cap. 622) and the Societies Ordinance (Cap. 151) or an exempted institution or trust under section 88 of the Inland Revenue Ordinance (Cap. 112)) and established wholly or mainly for the benefit of the district in which it is set up. For territory-wide organisations established to serve the public as a whole, their application shall involve a project that will benefit the local community and the people who live, work or study in the district; or
- (b) a body of persons (whether incorporated or not) established wholly or mainly for the benefit of the district in which it is set up; or an organisation established to serve the general public which organises activities for the benefit of the local community and the people who live, work or study in the district.

5.2.2 The offices of Legislative Council Members, DC Members, political parties and associations, however, are not regarded as NGOs for the purpose of applying for CI fund.

5.3 Details of Application

5.3.1 Applicants are required to submit an application to the respective DO which should set out the project proposal [Sample Application Form at Annex B in which the section on declaration and consent (i.e. Parts 7 and 8⁴) must be included and shall not be amended] by the designated deadline with the following information –

⁴ The person signing the application which contains the declaration in Parts 7 and 8 shall confirm that all members of the Applicant have declared on interest and National Security Law as per the application requirements.

- (a) the name and background of the organiser, and documentary proof of eligibility to apply, if applicable (see paragraph 5.2.1);
- (b) details and form of collaboration with other co-organising bodies for the project, if any;
- (c) details of the project such as its nature, purpose and the venue for the event;
- (d) the work plan and timetable;
- (e) the budget of the project with an itemised breakdown;
- (f) the expected benefits/achievements of the project (with proposed performance measurement and milestones in quantifiable terms, if applicable);
- (g) the other sources of funding support (e.g. proceeds from ticket sales and cash donations, etc.) expected to be received (see paragraphs 6.4-6.5);
- (h) the cash flow projection throughout the funding period;
- (i) ticket allocation arrangement, if applicable (see paragraph 7.7); and
- (j) any other relevant information in support of the application, having regard to the vetting criteria as set out in paragraph 5.5.

5.4 Processing Procedures and Funding Approval

- 5.4.1 Upon receipt of an application, DOs will examine the project proposal to check whether it is within the ambit of CI fund and whether the proposed items of expenditure fall within the list of permissible items of expenditure and the relevant expenditure limits. Where necessary, DOs will consult government departments which may have an interest in the proposed project

and seek clarification from the applicants. DOs will then decide whether the application is approved, and inform the applicant of the outcome accordingly.

5.4.2 By accepting the fund, the grantee agrees, warrants and undertakes, among other things, that –

- (a) the grantee will carry out the CI project in accordance with the provisions in this Funding Guide (including Annexes) and additionally prescribed by DHA or his/her authorised officers (if any) as well as the approved plan and budget;
- (b) all information supplied, and statements and representations made in the application and in the course of conducting the CI project, or otherwise in the progress, final and audited account reports, financial statements or project materials are true, accurate and complete;
- (c) activities undertaken, every person/organisation employed or engaged, and any work or material produced or involved in the CI project shall comply with the laws of the HKSAR (including Places of Public Entertainment Ordinance Cap. 172, Copyright Ordinance Cap. 528, Trade Descriptions Ordinance Cap. 362 and Personal Data (Privacy) Ordinance Cap. 486, etc.);
- (d) the grantee, its member(s), employee(s), agent(s), contractor(s) and co-organisier(s) involved in the CI project will avoid engaging in activities which may result in actual, potential or perceived conflict of interest (e.g. a project staff member procuring goods/services or inviting quotations for the project from company of his own or his immediate family) arising from their involvement in the approved project, will declare any interest during procurement of goods and services, recruitment and other processes in managing/implementing projects (e.g. ticket allocation, adjudicating at competitions) which might involve financial or personal interests⁵, will avoid accepting lavish or frequent

⁵ If there is a conflict of interest, the grantee shall decide whether the persons or organisations shall abstain from the process(es) concerned and record the reasons for its decision on the Final Report (at [Annex F1](#)) .

entertainment from persons with whom it has business dealings (e.g. service recipients, suppliers or contractors) to avoid placing themselves in a position of obligation, and be prohibited from soliciting, accepting or offering advantages in the course of planning and executing the project; and

- (e) The grantee, including its Authorised Persons, Designated Officer-in-charge and/or any other responsible persons will be held accountable for all the liabilities or legal actions arising from its/their negligence, recklessness, or wilful misconduct including any breaches of laws (e.g. falsified claims, infringement of copyrights and etc.).

In particular, NGOs either implementing the CI projects on their own or in collaboration with DOs, DCs or C/WGs under DCs/DOs are required to observe the terms and conditions at Annex C in implementing the approved projects.

5.4.3 All grantees are further subject to the acknowledgement and undertakings under “Safeguarding National Security” in Section 9.

5.4.4 DHA or his/her authorised officers reserves the right to amend or add to the terms and conditions set out in this Funding Guide at any time without prior consultation with or notice to the grantee. The grantee is required to observe and comply with any additional terms and conditions as may be prescribed by DHA or his/her authorised officers from time to time in relation to the CIP as the circumstances may require and ensure that its member(s), employee(s), agent(s), contractor(s) and co-organiser(s) involved in the project shall also do so.

5.5 Vetting Criteria

5.5.1 Funding support may be given to projects that fall under the ambit of CI fund (see Section 2) and the relevant expenditure limits (see Paragraph 4.1.2 and Annex A). Funds expended must directly benefit the local community and the people who live, work or study in the district.

5.5.2 DOs may determine the respective priorities or themes for expending CI fund in a particular year but generally it is expected higher priorities be accorded to projects featuring the following characteristics –

- (a) programmes and activities with district characteristics and undertaken at district level;
- (b) joint projects in collaboration with different sectors and NGOs aiming to achieve a particular social objective;
- (c) continuity: programmes which seek to plant seeds for more activities of similar nature to be held in future, thereby producing long-lasting and sustainable benefits to the community;
- (d) professionalism: projects proposed by NGOs which possess the necessary experience, capacity, resources and know-how relevant to the community activities; or
- (e) inclusiveness: projects targeted at the underprivileged such as the singleton elderly, ethnic minorities, the disabled, new arrivals and neglected children, etc. as well as the family as a unit.

5.5.3 The following types of projects will **not** normally be supported –

- (a) projects that may give undue credit or publicity to an individual, a commercial firm, a political party or association;
- (b) projects that are intended for the exclusive or personal benefit of an individual;
- (c) projects that involve disbursement of cash relief;
- (d) projects that are launched primarily for profit-making or fund-raising purposes; or
- (e) projects that are more appropriately charged to other government or departmental votes.

5.5.4 CI fund will **not** be granted to any projects that in the reasonable opinion of HAD may –

- (a) incite hatred, ill-feeling towards the Central Authorities (i.e. the body of central power under the constitutional order established by the Constitution of the People’s Republic of China), the Government, any particular personality or any group of persons;
- (b) cause embarrassment to the Central Authorities, the Government; or
- (c) be contrary to public policy or the interest of national security.

5.5.5 In addition, **no** funding will be provided under the CIP to –

- (a) any person who has engaged in, or is suspected by HAD to have engaged in or to be engaging in:
 - (i) any act or activity that constitutes, or is likely to constitute, an offence endangering national security under the law of the HKSAR (including the Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (“HKNSL”)) (“Specified Offence”); or
 - (ii) any act or activity that is or may be contrary to the interest of national security,(the acts and activities referred to in (i) and (ii) above are collectively referred to as “Prohibited Acts”, and individually, “Prohibited Act”); or
- (b) finance any project which involves, or may, in the reasonable opinion of HAD, involve commission of any Prohibited Act.

For the purpose of this Funding Guide and any agreement made between the Government and a grantee in relation to the grant of CI fund, any determination made by the HAD on whether an act or activity is likely to constitute a Specified Offence, or is or may be contrary to the interest of national security, is final and conclusive.

5.5.6 The following criteria will also be used to assess the merits of individual applications –

- (a) whether the applicant has a satisfactory performance record in delivering past projects, having regard to the final reports it submitted and the project evaluation reports completed by DCs/DOs previously;
- (b) whether the project's implementation schedule is well planned and practicable;
- (c) whether the proposed budget is prudent and realistic; whether the proposed project is cost-effective and whether the proposed items of expenditure are reasonable in terms of nature and quantity;
- (d) whether the proposed project has alternative sources of funding support, or should more appropriately be funded by other sources;
- (e) whether there is or likely to be a duplication of events already or currently carried out by other groups; and
- (f) whether the applicant is suspected to be a person referred to in paragraph 5.5.5 (a) above.

5.5.7 Every application will be considered on its own merits. Under no circumstances should block grants be made to an applicant to cover several projects prior to obtaining details of individual projects; or cross-subsidy of projects be allowed by transferring expenses from one project to another.

5.5.8 Where possible, an applicant shall approach a single source of government funds for seeking financial assistance for a project unless sufficient funds cannot be secured from any single source. In addition, CI fund should not normally be used to supplement public funds provided by the Government under another vote for the same project.

6 Administrative and Financial Arrangements

6.1 Procurement of Goods and Services

6.1.1 NGOs shall exercise utmost prudence and uphold the principles of openness, fairness, competitiveness, transparency, pro-innovation, integrity and value for money in dealing with procurement, recruitment, and any other processes in managing/implementing projects as appropriate. They are also advised to make reference to the Corruption Prevention Best Practice Checklist on procurement and Best Practice Checklist on Grantee's Guidebook issued by the Independent Commission Against Corruption (ICAC) where appropriate. The checklist is available on ICAC's website at www.icac.org.hk.

6.1.2 The NGO shall strictly observe the following quotation requirements in making procurement with CI fund regardless of the value and accept the lowest conforming offer or the conforming offer with the highest overall score (if a marking scheme is used) –

Item of procurement	Estimated value	No. of written quotations required
Goods	\$5,000 or below ⁶	Preferably 2
	\$5,001 – \$50,000	2
	\$50,001 – \$1,360,000	5
Services	\$9,000 or below ⁶	Preferably 2
	\$9,001 – \$50,000	2
	\$50,001 – \$1,360,000	5

For procurement of goods and services exceeding \$1,360,000, open tendering procedures shall be used.

6.1.3 The NGO shall nominate its employee(s) or member(s) as designated person(s) for the procurement and be able to provide their particulars (e.g. ID card number and address) to the Government as and when necessary.

⁶ Minor purchases of goods and services can also be made in cash to meet immediate needs. No quotations will be required if the total value of the purchase does not exceed \$1,500.

- 6.1.4 Prior to the procurement, the designated person shall obtain the required number of quotations and complete a record of quotations at Annex D. All written quotations from suppliers shall be attached. If a written quotation cannot be obtained for purchases of less than \$50,000, the supplier shall be asked to confirm the quoted price in writing (e.g. fax message). The confirmation shall be attached to the record of quotations. Subsequent to the procurement, the designated person shall be responsible for the receipt and use of goods and services for the project and ensure that such goods/services are ordered, received and appropriately used for the project concerned.
- 6.1.5 If more than 50% of the total estimated cost of a project is financed by CI fund, the NGO shall follow the procurement procedures as stated in paragraphs 6.1.1 - 6.1.4 in implementing the entire project, irrespective of whether the procurement is made using CI fund or other sources of finance.
- 6.1.6 In case where the procurement procedures as stated in paragraphs 6.1.1 - 6.1.5 are not followed (e.g. a sponsor has made specific requests to hire a particular supplier/contractor), full justifications must be given and properly recorded in Annex D for auditing purposes.
- 6.1.7 The NGO is not required to submit the record of quotations at Annex D to DO unless being requested to do so. If requested, the NGO shall submit the form together with the quotations according to the deadline set by the DO.
- 6.1.8 In conducting procurement, recruitment and any other project-managing/implementing processes using the CI fund, the NGO shall take into account its continuing duty to safeguard national security and exercise its professional judgment and prudence in assessing any potential national security concerns in every stage of the procurement, recruitment or other relevant processes in project management/implementation in order to ensure that no Prohibited Act will at any time be committed in relation to the project. The grantee shall ensure that the contracts or agreements made for the procurement, recruitment or other project-managing/implementing processes incorporate express provisions conferring on it the right

to terminate the contracts or agreements in the interest of national security.

- 6.1.9 All quotations and documents in relation to the procurement of a project shall be kept for five years⁷ for inspection by the Government as and when necessary.

6.2 Capitalised Items

- 6.2.1 A capitalised item refers to any piece of equipment or furniture with a unit cost of over \$1,000 and no more than \$200,000; and an expected life-span of one year or more. Computer software and fixtures such as built-in cabinets are not classified as capitalised items.

- 6.2.2 Procurement shall only be made if the item is considered absolutely essential for implementing CI projects and where it is more cost-effective to acquire the item by procurement than renting it.

- 6.2.3 Capitalised items may be procured with CI fund, subject to the following conditions –

- (a) the item shall be wholly and necessarily used for the implementation of the approved project;
- (b) there shall be a continued need for the item in implementing CI projects in the future (otherwise the item should be hired rather than purchased);
- (c) storage of the item is not a problem (otherwise the item should be hired rather than purchased);
- (d) the item shall not become the personal property of any individual person and shall be the property of the Government; and

⁷ NGOs not subjected to any requirements imposed by the relevant ordinances under which they are registered to keep financial, accounting and procurement records may return the records and documents concerned to DO if they have practical difficulties in keeping such information or in the event of their disbandment before the end of the five-year retention period.

- (e) the item shall not give rise to any recurrent costs, e.g. electricity charges, to be met from CI fund.
- 6.2.4 When NGOs procure capitalised items for their projects or projects organised in partnership with DO, DC or C/WG under DC/DO, they shall maintain a register to account for all capitalised items procured with CI fund. The capitalised items and the register shall be made available for inspection by the Government as and when necessary.
- 6.2.5 If the capitalised items are found to be not being used for the project or if the project is terminated during the implementation stage or within the project period, the Government reserves the right to take back the capitalised items procured with CI fund and any costs so incurred, e.g. transportation expenses, are to be borne by the NGO.
- 6.2.6 If the capitalised item is no longer required for implementing CI projects but is still serviceable, the NGO concerned shall return the item to the Government. In case of selling, transferring an item to another party for implementing CI projects or disposing of an item, the NGO concerned is required to obtain prior written approval from the respective DO.
- 6.2.7 NGOs shall also account for any deficiencies between the physical and ledger balances of capitalised items under their custody. They have to report immediately, in writing, all cases of loss or deficiency to the respective DO. They shall make a report to the police if the losses or deficiencies involve a criminal act or suspected criminal act. They shall also investigate the loss or deficiency and forward their report, to be supported by the police report if appropriate, to the respective DO. Where appropriate, the Government may recover from the NGO concerned any financial losses arising from the loss or deficiency of capitalised items under their custody.

6.3 Payment Arrangements

Reimbursement of CI fund is normally made to an NGO on completion of a project. To facilitate implementation of the project, however, payment can be made in the form of advance payment and partial reimbursements. Details of the payment arrangements, the supporting documents required and other relevant requirements are at Annex E.

6.4 Project Income and Residual Funds

6.4.1 Fees may be charged for the programmes and activities financed by CI fund. Grantees shall, where appropriate, follow Government's fee-charging policy and arrangements in formulating charges for CI projects.

6.4.2 Irrespective of whether they have so declared in the project proposals, NGOs shall utilise all income in the first instance before CI fund is used to meet project expenses. The same arrangement shall apply to sponsorship, cash donations and other sources of income. Any surplus funds identified from the project upon its completion shall be returned to the Government. All records pertaining to the receipt of income shall be kept for five years⁷ for inspection by the Government as and when necessary.

6.5 Sponsorship and Donations

6.5.1 Sponsorship in cash or in kind and donations are generally acceptable except for sponsorship/donations from companies selling tobacco and hard liquor, or from those individuals or organisations who are the contractors for the same item of service or equipment for a project. In addition, acceptance of sponsorship/donations must neither lead to any actual, potential or perceived conflict of interest, embarrassment to the Government or national security concerns, nor be in breach of the prevailing government regulations and the terms and conditions in this Funding Guide (including Annexes), HKNSL and the laws of the HKSAR.

- 6.5.2 All sponsorship/donations in cash and in kind such as prizes, food, beverages and provision of printing services must be acknowledged in writing and disbursed according to the wishes of the sponsors/donors. Contributions unspent or unused shall be returned to the sponsors/donors unless they wish to contribute them to other projects.
- 6.5.3 The name and logo of the sponsor/donor shall not be bigger or placed in a more prominent position than that of the Government (including HAD and other government departments which organise the event) when acknowledging sponsorship/donations in any publicity material relating to the project.
- 6.5.4 Applicants will be required to provide details of all sources of sponsorship and donations as far as practicable when they apply for CI fund and, where necessary, during the implementation of the project. On completion of the project, they shall indicate in the income and expenditure statement the amount of sponsorship and donations received.
- 6.5.5 The names of the sponsors/donors, the type, amount and ultimate usage of sponsorship/donations received, as well as copies of the acknowledgement letters to sponsors/donors in relation to the project shall be kept for five years⁷ for inspection by the Government as and when necessary.

6.6 Variations to Project

- 6.6.1 Projects shall be carried out in accordance with the approved plan and budget.
- 6.6.2 In case of major amendments or variations (i.e. changes in project nature and cashflow requirement; the addition of items of expenditure not covered in the original approval and other additional expenditure exceeding the 5% contingency funds (see paragraph 4.1.3)), the NGO shall give reasons to DOs and seek its prior written approval.
- 6.6.3 As regards other changes/variations to the project, the NGO shall also keep DOs informed in writing.

6.7 Public Liability and Accident Insurance

- 6.7.1 If a project is co-organised by a government department (including DO) and an NGO, the liability for an accident will be apportioned between the two parties. The actual apportionment will depend on the facts and circumstances of individual cases, and will be subject to legal advice.
- 6.7.2 NGOs are responsible for taking out insurance for their activities. For projects solely financed by CI fund but organised in partnership with NGOs, the NGOs are allowed to take out insurance using CI fund.
- 6.7.3 The premium and premium levy for public liability insurance and accident insurance are permissible items of expenditure for the grant of CI fund.

6.8 Publications and Publicity

- 6.8.1 Unless negotiated otherwise between the Government and the grantee, all the intellectual property rights in the deliverables relating to and/or arising from CI projects (e.g. publications and publicity materials) (“Deliverables”) shall be the sole and exclusive property of the Government and shall be and remain vested in the Government immediately upon creation.
- 6.8.2 The Government hereby grants for the benefits of the grantee and its authorised users a revocable, non-exclusive, royalty-free and non-sub-licensable licence in the course of the CI projects to use (including to reproduce, display, publish and circulate) the Deliverables for the sole purpose of performing the grantee’s obligations under this Funding Guide. For the avoidance of doubt, all intellectual property rights of whatever nature in any altered or modified Deliverables shall belong to and shall be and remain vested in the Government absolutely as soon as it is created.
- 6.8.3 If any materials of which the intellectual property rights are owned by third parties and incorporated into the Deliverables or supplied or used by the grantee in the performance of its obligations under

this Funding Guide (“Third Party Materials”), the grantee shall identify the Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials. The grantee hereby grants for the benefits of the Government, or in case it is not empowered to do so, shall at its own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title, an irrevocable, non-exclusive, royalty-free, worldwide, perpetual and sub-licensable licence to use the Third Party Materials (including the doing of any acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong)), on or before the use and incorporation of the Third Party Materials in the Deliverables in accordance with the terms hereof.

- 6.8.4 The grantee undertakes to ensure that the use, design, creation, development, production or provision of any of the Deliverables and the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables for any of the purposes contemplated by this Funding Guide do not and will not infringe any intellectual property rights or any other rights of any persons, terms and conditions set out in this Funding Guide or other applicable laws of the HKSAR and that the Deliverables will not involve any Prohibited Act.
- 6.8.5 The grantee shall indemnify and keep the Government fully and effectively indemnified against all actions, costs, claims, demands, damages, expenses (including without limitation the fees and disbursements of lawyers agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the use, design, creation, development, production or provision of any of the Deliverables and the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables for any of the purposes contemplated by this Funding Guide infringes any intellectual property rights or any other rights of any person.

- 6.8.6 The grantee shall, at its own cost and expense and before the fixation and/or recording of any performances in relation to the Deliverables, 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 grantee and the Government, its authorised users, assigns and successors-in-title as contemplated by this Funding 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 of the Laws of Hong Kong).
- 6.8.7 The grantee shall irrevocably waive and undertake to procure at its own cost and expense all relevant authors, directors of the Deliverables or any part thereof (including any Third Party Materials) and performers as referred to in paragraph 6.8.6 to irrevocably waive all moral rights (whether past present or future) in the respective items or performances (as the case may be). Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of such items or delivery of such items to the Government or upon the grant of the licences to the Government, its authorised users, assigns and successors-in-title, or upon each of the relevant performance is given (as the case may be).
- 6.8.8 “Intellectual property rights” in this Funding Guide 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.
- 6.8.9 The production, publication and circulation of the Deliverables can only be made for non-profitable purpose. In addition, all Deliverables must:

(a) neither be used for purposes of personal, political or commercial publicity of any individuals or organisations, nor be implemented, presented or distributed in a way as to induce public perception of any personal, political or commercial publicity of any kind, misrepresent any associations of any individuals or organisations with HAD;

(b) comply with the laws of the HKSAR; and

(c) not adversely affect the image of and cause any liabilities to the Central Authorities, the Government or HAD.

6.8.10 In addition, DOs reserve the right to review and amend the content and design of all Deliverables, to stop the distribution of them, as well as to demand the grantee to immediately recall them which are displayed, published and/or circulated in public at any time. The grantee shall also submit a set of published Deliverables to the DO upon completion of the approved project for reimbursement and record purposes.

6.8.11 Further, all grantees are required to ensure that the name and, as far as practicable, the logos⁸ of “Government-funded Programme” and HAD are displayed in all publicity materials of the CI projects. However, in no circumstances shall the name and logos of the Government be used or misrepresented for any personal, political or commercial publicity or other purposes which may adversely affect the image of and/or cause any liabilities to the Central Authorities, the Government or HAD.

7 Monitoring Mechanism

7.1 Progress and Final Reports

7.1.1 To ensure that CI fund is used in accordance with the approved budget and purposes, the grantee is required to submit a final report to the DO within two months of completion of the project.

⁸ The grantee can obtain the electronic file of the logos from the DOs.

7.1.2 In addition to the final report, NGOs are required to submit six-monthly progress reports if the project is of a duration of more than one year. All progress reports shall be submitted within two months of the end of each six-month period. The formats of the Final and Progress Reports are at Annexes F1 and F2 respectively.

7.1.3 Apart from the final and progress reports, the NGOs are also required to submit verifiable proof, such as photographs or posters, to show that the activities of the approved project have been held.

7.2 Visit and Evaluation

7.2.1 DO staff will conduct visits or attend the activities on a random basis. They will examine the progress of the project and evaluate whether the objectives of the project have been met.

7.2.2 Where appropriate, DOs may invite DC members who do not have an interest in the organisation or the project under evaluation to conduct visits or attend the activities on a random basis as project observers and provide feedbacks on the project efficacy to DOs as applicable.

7.2.3 DOs will inform the grantee if unsatisfactory evaluation findings are identified and provide it with an opportunity to comment on the evaluation result for incorporation into the evaluation reports. Reference will be made to the evaluation reports when considering applications for CI fund in future.

7.3 Public Scrutiny

7.3.1 For evaluation purposes, DOs may invite participants to provide feedback on the performance and effectiveness of the CI projects, especially those of a larger scale and which last for a longer period. To facilitate public participation and evaluation, a list of the current and upcoming CI projects together with a relevant summary of approval results will be publicised through various means such as HAD/DO websites and notice boards.

7.3.2 Documents submitted by the grantees, such as application forms, reimbursement claims and related documents, may be released for

public inspection provided that any disclosure of personal data shall be in accordance with the requirements and/or exemptions as provided in the Personal Data (Privacy) Ordinance (Cap. 486).

7.4 Breach of Terms and Conditions

7.4.1 To ensure that the terms and conditions for receiving CI fund imposed on grantees are fully observed, DOs will conduct audit checks of the records kept by the grantees on a random basis. Apart from suspending or terminating the funding support, DOs may also impose the following penalty to NGO which fails to observe the terms and conditions imposed on it in implementing the CI project without a reasonable explanation –

- (a) low priority would be accorded when the NGO next submits an application for CI fund; and
- (b) if the NGO is subsequently granted CI fund for implementing CI projects and fails again to observe the terms and conditions, further applications for funds will be rejected.

7.4.2 DOs will inform the NGO of the irregularities found and the penalty imposed for the breach, if any.

7.5 Suspension or Termination of Project

7.5.1 Without prejudice to Section 9 below, DOs may suspend or terminate the funding support to grantee of an approved project at any time for reasons including but not limited to –

- (a) the grantee fails to observe any provisions of this Funding Guide (including Annexes) and/or any conditions imposed by DHA or his/her authorised officers;
- (b) the approved project has a substantial deviation from the original plan;
- (c) there is a lack of material progress of the implementation of the approved project in a satisfactory and/or material way without a reasonable explanation;

- (d) the project is observed to be no longer viable or unable to be completed in accordance with the time-line in the approved plan;
- (e) the information submitted by grantees (e.g. application form and project reports) is incorrect, incomplete or false;
- (f) HAD has had reasonable grounds to believe that the approved project, any matter proposed to be performed or conducted under the project plan, or the person employed or engaged by the approved project breaches or is likely to breach the laws of the HKSAR; and
- (g) HAD reasonably considers that it is contrary to the interest of national security or the interest of the public to provide the CI fund to the grantee.

7.5.2 In the event of suspension or termination of funding support as per paragraph 7.5.1, the respective DO will inform the grantee in writing. In case of suspension of fund, the grantee shall demonstrate that measures have been taken to improve the unsatisfactory situation and rectify the problems before DO considers lifting the suspension. In case of termination, DO may withhold any further payment and/or demand from the grantee an immediate return of all or part of the Grant, in which event the grantee shall be liable for any loss or damages the Government may sustain as a result of or in relation to any breach or default by the Grantee. The DO will consider the possible redeployment of the items procured with CI fund, and the grantee is obliged to return the items upon DO's requests.

7.6 Premature Termination of Project

- 7.6.1 The grantee shall inform the DO in writing in the event of premature termination of a project during the preparation or implementation stage.
- 7.6.2 Depending on the circumstances and the reasons provided by the grantee, the DO may, where applicable, endorse reimbursement of

expenses already incurred in the preparation/implementation of the project. If DO considers that the cessation of the project is due to negligence, recklessness or wilful misconduct of the grantee, no subsequent reimbursement should be made and the grantee shall be required to return immediately to the Government the full/partial amount of the advance payment and/or reimbursement previously received.

- 7.6.3 As for items purchased with CI fund in prematurely terminated projects, the DO will consider the possible redeployment of the items concerned; and the grantee is obliged to return the items upon DO's requests and to bear any costs so incurred e.g. transportation expenses. Prior approval has to be sought from DO in case the grantee wishes to dispose the items or contribute them to other approved CI projects.

7.7 Ticket Allocation

For activities involving ticket allocation, grantees shall ensure that the tickets are distributed, allocated or sold in an open and fair manner. Generally speaking, CI fund should not be used to subsidise any discounts offered in favour of particular persons (e.g. members of a particular organisation). Applicants for the CI fund have to state in their applications the ticket allocation proposal.

8 **Conflict of Interest**

- 8.1 Project applicants shall avoid engaging in activities which may give rise to actual, potential or perceived conflicts of interests in the management and/or implementation of the project. The applicants shall also make the relevant declaration of interest on the Application Form (at Annex B) and the Final Report (at Annex F1) for any pecuniary or other interest in matters relating to the proposal and/or arisen throughout the implementation of the approved project, including for example, previous business dealings with any DC Members (or their assistants) or members of C/WGs under DCs, DOs and DO staff.

- 8.2 If there is a conflict of interest, the applicant shall decide whether the persons or organisations concerned shall abstain from the relevant process(es) and record the reasons for its decision on the Final Report (at Annex F1).

9 Safeguarding National Security

- 9.1 Every applicant and grantee is regarded to have warranted and undertaken to the Government that –

- (a) it, and all its member(s), employee(s), agent(s), contractor(s) and co-organiser(s) (collectively, “Relevant Personnel”) shall comply with all applicable laws of the HKSAR (including the HKNSL);
- (b) neither it nor any of the Relevant Personnel shall commit any Prohibited Act;
- (c) no Prohibited Act will be committed in delivering or carrying out the project to which an application for CI fund or a grant of CI fund relates; and
- (d) it shall forthwith upon its becoming aware of commission of a Prohibited Act by any person, report the Prohibited Act to the Police and other relevant law enforcement agencies.

- 9.2 Notwithstanding anything to the contrary in this Funding Guide and/or the agreement made between the Government and a grantee in relation to the grant of the CI fund, the Government may at any time terminate the CI funding provided to the grantee if –

- (a) the grantee or any of the Relevant Personnel commits any Prohibited Act;
- (b) HAD is of the reasonable opinion that any Prohibited Act has been or may be committed in the delivery or carrying out of the project funded by the CI fund;
- (c) HAD is of the reasonable opinion that it is contrary to the interest of national security to continue to provide the CI fund or to continue to implement the project funded by the CI fund;

- (d) HAD reasonably considers the termination to be necessary in order to protect the public interest (including public morals, public order or public safety) of the HKSAR; or
- (e) If the grant of CI fund to a grantee is terminated under paragraph 9.2 (a) to (d) above, paragraph 7.5.2 shall apply and the Government may report any matter referred to in paragraph 9.2 (a) to (d) to the law enforcement agency/agencies at any time. The grantee and/or the Relevant Personnel concerned will be held accountable for all the liabilities or legal actions arisen therefrom.

9.3 The grantee (excluding the government department) is required to duly sign an undertaking in the Application Form (at Annex B) on safeguarding national security. Otherwise, the application will be considered **invalid**.

**Permissible Items of Expenditure for Projects
Financed by Community Involvement Fund**

- (a) Staff costs directly and specifically incurred on the project including hire of project staff and temporary/casual workers¹ as well as the provision of overtime allowance for existing staff employed by Non-governmental Organisations (NGOs) for running the project (not exceeding 25% of the approved project fund)²
- (b) Central Administrative Overheads of NGOs (including those who implement joint projects with DOs, DCs or C/WGs under DCs/DOs) such as supervisory staff and Headquarter expenses in overseeing the funded project (not exceeding 10% of the approved project fund for projects with an approved project fund of \$0.2 million or below and up to 10% of the actual project cost for projects with an approved project fund exceeding \$0.2 million)
- (c) Procurement of capitalised items (with unit cost not exceeding \$200,000 each) subject to the condition in paragraph 6.2 of the Funding Guide
- (d) Hire of transport
- (e) Travelling expenses for volunteers using public transport
- (f) Hire and decoration of venue, hire of lighting and public address facilities
- (g) Hire of slides, videos, furniture and equipment
- (h) Procurement of postage, stationery, stores, minor equipment, and expenses for implementing waste reduction measures
- (i) Payment of fees to hire experienced and professional tutors and coaches in Community Involvement activities, and adjudicators or referees for competitions

¹ The wage for casual/non-skilled workers must not lower than the prevailing Statutory Minimum Wage.

² Costs of hiring tutors and coaches, etc. are not regarded as staff costs but fall under permissible item (i).

Annex A

- (j) Payment of fees to performers (including master of ceremony) and artists
- (k) Purchase of beverages, light refreshments and light meals –

Item	Rate per head / per day of activity	Recipient
Beverages and light refreshments	\$71*	Performers, volunteers, guests and participants involved in activities continuously for less than three hours
Or Light meals (including beverages)	\$97*	Performers, volunteers, guests and participants involved in activities continuously for three hours or more (inclusive of lunch or supper break)

- (l) Purchase of souvenirs, prizes and gifts of a token nature, e.g. to be given during goodwill visits to hospitals, orphanages, and homes for the elderly, etc. –

Item	Limit of expenditure per item
Souvenir or gift of a token nature	Not exceeding \$440*
Prizes	Not exceeding \$1,590*

(Cash or items that may be cashed (e.g. bank coupons) must not be given. Grantees are required to use environmentally-friendly materials for their souvenirs or gifts of a token nature.)

- (m) Purchase of sports uniforms (excluding sports shoes) for participants representing the district in inter-district/district sports events. The cost of the uniforms should not normally exceed \$330* per person
- (n) Procurement of services such as processing of films and slides, production of design and artwork, catering services, etc., and tariffs for the playing of copyright works
- (o) Premium and premium levy for public liability insurance and accident insurance where necessary

Annex A

- (p) Expenses for hiring service from a certified public accountant (practising) or a corporate practice (applicable to projects implemented by NGOs or by DO or DC or C/WG under DC/DO in partnership with NGOs)
- (q) Expenses for publicising the work of District Councils and District Offices
- (r) Hire of contractors for providing services for campaigns organised or sponsored by the District Council and District Office, including organisation of activities, production of entertainment programmes, design and printing of publicity materials
- (s) Payment of fees for conducting district research and surveys
- (t) Other miscellaneous items directly and specifically incurred on the project (with the total amount not exceeding 10% of the approved project fund)³

Notes (i): For items with a set expenditure ceiling, no additional costs should be spent on the item by transferring the additional costs involved to the miscellaneous expenses referred to in paragraph (t) above.

(ii): *Rates are subject to adjustment with reference to the movement of the Composite Consumer Price Index by HAD from time to time as appropriate.

(iii): Grantees are suggested to make reference to the “Waste Reduction Guidebook for Large Scale Event Organisers” which assists event organisers and other relevant stakeholders in formulating waste management strategies to minimise waste generation and to save useful resources as much as possible for reuse, recycling or upcycling. The Guidebook is available at https://www.wastereduction.gov.hk/en/green_event_guide.htm.

³ Such items may or may not be included in this list of permissible items from (a) to (s).

SAMPLE**Application for a Grant under Community Involvement Fund (“CI Fund”)
_____ District Office****1 Basic Information**

(A) Name of Applicant: (Chinese) _____
(English) _____

(B) Registered Address: _____

Correspondence Address: _____
(If different from the
registered address) _____

(C) Telephone No.: _____ Fax No.: _____

(D) The Applicant is –
☐ registered under _____
Ordinance (please attach related documentary proof)
☐ a body of persons established for the benefit of _____
District.

(E) Responsible Persons

Authorised Person ¹ of the Applicant	Designated Officer-in-charge ² of the Project
Name: (Chinese) _____ (English) *Mr/Ms/Miss _____ _____	Name: (Chinese) _____ (English) *Mr/Ms/Miss _____ _____
Post: _____	Post: _____
Contact Tel No.: _____	Contact Tel No.: _____
Fax No.: _____	Fax No.: _____
Email Address: _____	Email Address: _____

* Please delete as appropriate

¹ Authorised Person refers to the person who signs the application form for and on behalf of the Applicant. He/she has been duly authorised by the Applicant to sign this application form, the contents of which are valid and binding on the Applicant.

² Designated Officer-in-charge serves as the contact officer of the project who may also certify the receipts and supporting documents for the purpose of reimbursement of CI Fund. Authorised Person and Designated Officer-in-charge can be the same person.

(F) Record of Application for CI Fund

- ☐ This is our first application for CI Fund
- ☐ We previously applied for CI Fund
- ☐ but our application was not approved.
- ☐ and grants were approved. Details of the last three applications over the past five years, if applicable, are as follows:

Name of Activity Date of Activity Amount Approved (\$) Project No.

1. _____
2. _____
3. _____

2 Details of Co-organisier(s) (For project to be implemented in collaboration with other organisations/ District Councils (DCs)/ District Offices (DOs)/ Committees and Working groups (C/WGs) under DCs/DOs)

Name of Co-organising Organisation(s)/ Name of Contact Person(s)/ Telephone No./ Fax No./ Email Address	Brief Description of the Nature and Form of Collaboration or Support
1.	
2.	

3 Details of the Proposed Project

- (A) Name of Project: _____
- (B) Nature: _____
- (C) Objectives: _____
- (D) Date/ Period of Implementation: _____
- (E) Setting-up/ Preparation Period: _____
- (F) Amount of Grant Applied for: \$ _____
- (G) Venue: _____
- (H) Content: _____
- (I) Target Group(s): _____
- (J) Estimated Number of Participants/ Audience: _____
- (K) Publicity and Promotion Method: _____
- (L) Expected Benefits/ Achievements
(Please propose performance measurement and milestones in quantifiable terms if applicable):
- (1) _____
- (2) _____
- (3) _____

(M) Work Plan/ Implementation Timetable

Action	Timetable

(N) Ticket Allocation Proposal (If applicable):

4 Budget and Cash Flow Projection**(A) Estimated Income and Expenditure Statement**

Estimated Income (If applicable)	Number (i)	Unit Rate \$ (ii)	Total Amount \$ (iii) = (i) x (ii)
Participants' fees			
Internal resources			
Sponsorship & donation			
Others			
Total Estimated Income (a)			

Estimated Expenditure³	Quantity (i)	Unit Cost \$ (ii)	Total Amount \$ (iii) = (i) x (ii)
Total Estimated Expenditure (b)			

Amount of CI Fund under Application (c) = (b) – (a)	
--	--

³ If funds are to be expended for procurement of capitalised items, the applicant is required to state in Section 5 (i.e. part on "Other information") of this Annex whether capitalised items have been procured with CI Fund. If affirmative, a copy of the register/inventory record should be submitted together with the application form.

(B) Cash Flow Projection (If applicable)

	Projected Cash Flow								
	1st Year (\$)		2nd Year (\$)		3rd Year (\$)		4th Year (\$)		Total Amount (\$)
	Months 1-6	Months 7-12	Months 1-6	Months 7-12	Months 1-6	Months 7-12	Months 1-6	Months 7-12	
(a) Income									
(b) Expenditure									
Net Cash Flow Requirement ((b) – (a))									

(C) Requirement of Advance Payment⁴

Year	Date of Advance Payment to be Required	Amount Required (\$) and Intended Purpose
Year 1		
Year 2		
Year 3		
Year 4		

5 Other Information

Please provide any other information relevant to the project proposal which should be taken into account in considering the application.

⁴ The advance payment for the first year will be released upon approval of the project. A fresh application should be submitted if advance payment is required for the subsequent years of project implementation.

6 Alternative Funding Support

Please indicate how the proposed project will be financed if the application is rejected or the approved project fund is less than the proposed amount under application.

(A) Other sources of income

- ☐ Internal resources
- ☐ Sponsorship and donation
- ☐ Increase participants' fees
- ☐ Others (Please specify)

(B) ☐ Cancel the project

(C) ☐ Others (Please specify)

7 Declaration of Interest

- ☐ The Applicant hereby declares that itself, all the relevant member(s), employee(s), agent(s), contractor(s), and co-organiser(s) involved in the project have no pecuniary or other interest, direct or indirect, relating to the project application.
- ☐ The Applicant hereby declares that itself, or one or more of the relevant member(s), employee(s), agent(s), contractor(s), and co-organiser(s) involved in the project have pecuniary or other interest, direct or indirect, relating to the project application. The particulars of such matter are stated below –

8 Undertaking and Declaration of the Applicant

8.1 In consideration of the Government of the Hong Kong Special Administrative Region (“Government”) contemplating this application for a grant under the CI Fund –

- (A) The Applicant hereby declares that all the information given in this application is true, accurate and complete. The Applicant understands and agrees that any inaccurate or false information will render the application invalid, any grant approved will be withheld and any payment made must be refunded to the Government. The Applicant also acknowledges that the Government reserves the right to seek recovery of any money overpaid or fraudulently claimed from the CI Fund, as a civil debt due to the Government.
- (B) The Applicant hereby declares and undertakes that neither itself nor any of its relevant member(s), employee(s), agent(s), contractor(s) and co-organisier(s) (collectively “Relevant Personnel”) has engaged in (i) any act or activity that constitutes, or is likely to constitute, an offence endangering national security under the law of the HKSAR (including the Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (HKNSL)); or (ii) any act or activity that is or may be contrary to the interest of national security. The act and activity referred to in (i) and (ii) are collectively referred to as “Prohibited Act”. The Applicant shall not, and shall ensure that none of the Relevant Personnel will, engage in any Prohibited Act.
- (C) The Applicant further declares and undertakes that any money provided to us pursuant to this application will not be used to finance any project that involves, or may in the reasonable opinion of the HAD, involve commission of any Prohibited Act.
- (D) The Applicant understands and agrees that even if the application is approved, the Director of Home Affairs may terminate funding, request the grantee to refund the amount of payment released or repay any advance payment if it is subsequently found that the project has any national security concerns. The Applicant understands that the Applicant, or the relevant member(s), employee(s), agent(s), contractor(s) and/or co-organisier(s) of this application will be liable to relevant criminal offences if the project has any national security concerns.

(E) We hereby further undertake that:

- (a) we and each Relevant Personnel shall at all times comply with the laws of the HKSAR (including the HKNSL);
- (b) neither we nor any of the Relevant Personnel shall commit any Prohibited Act;
- (c) no Prohibited Act will be committed in delivering or carrying out the project to which an application for CI fund or a grant of CI fund relates; and
- (d) we shall forthwith upon its becoming aware of commission of a Prohibited Act by any person, report the Prohibited Act to the Police and other relevant law enforcement agencies.

8.2 On behalf of the Applicant, I hereby agree and consent that the information provided in this application form may be used by the Government to process the application, conduct evaluative studies and training/sharing sessions and for the purposes stated in the personal data collection statement. I further agree and consent that should this application be approved, all information contained in the application form and the subsequent reports (including but not limited to that concerning the Applicant and project details) may be released for inspection by the public and published by the Government for general information. I agree to publicise the fact that the project is supported by the District Office and undertake to display the name of the District Office and HAD and, as far as practicable, the logos of “Government-funded Programme” and HAD in all publicity materials and activities related to the project.

8.3 I have read and fully understood the contents of the Funding Guide on Community Involvement Programme (copy attached / at the following link: https://www.had.gov.hk/surl?ci_funding_guide_e), including its Annex C (Terms and Conditions For Receiving Community Involvement Fund) and such other requirements, directives, terms and conditions as may from time to time be issued by the Government concerning the CI fund, as well as this Undertaking and Declaration (collectively the “Terms of the Grant”); and the submission of this application shall constitute an offer from the Applicant to comply with and be bound by the Terms of the Grant should this application be accepted by the Government.

8.4 I hereby agree and undertake on behalf of the Applicant to observe, comply with and be bound by the Terms of the Grant (including dissemination of the undertakings, requirement of declaration of interest and national security requirements therein to the concerned member(s), employee(s), agent(s), contractor(s) and co-organiser(s)) should this application be accepted by the Government.

Annex B

8.5 The Applicant confirms that the signatory below has been duly authorised by the Applicant to sign this application form, the contents of which are valid and binding on the Applicant.


Name of Applicant:

Signature of
Authorised Person:

Name of
Authorised Person:

Post:

Date:

A circular stamp with the text "Official Chop of the Applicant" inside.

Official Chop
of the
Applicant

Purposes of Collection

1. The personal data provided by means of this form will be used by the Home Affairs Department for the purposes of handling matters relating to the use of the Community Involvement Fund as well as promoting community involvement activities and public participation in community affairs. The collection of the required data is obligatory and Applications with incomplete personal data as required above will not be considered.

Classes of Transferees

2. The personal data provided by means of this form may be disclosed to other Government departments, bureaux and relevant persons and bodies for the purposes mentioned in paragraph 1 above.

Access to personal data

3. The responsible officer(s) of the Applicant has/have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the data subjects' personal data provided by this form.

Enquiries

4. Enquiries concerning the personal data collected by means of this form, including access to and correction of the personal data, should be addressed to -

(Designation of subject officer)

District Office

(Telephone No.)

Terms and Conditions for Receiving Community Involvement (CI) Fund

The terms and conditions set out below apply to Non-governmental Organisations (NGOs) either implementing the CI projects on their own or in collaboration with District Offices (DOs), District Councils (DCs) or Committees/Working Groups (C/WGs) under DCs/DOs. All of them will be referred to as “grantee” in the following paragraphs.

1. Agreement

1.1 By accepting the Community Involvement (CI) Fund from the Hong Kong Special Administrative Region (HKSAR) Government (“Government”), the grantee agrees, warrants and undertakes, among other things, that –

- (a) the grantee will carry out the CI project in accordance with the provisions in the Funding Guide on Community Involvement Programme (the Funding Guide) and additionally prescribed by the Director of Home Affairs (DHA) or his/her authorised officers (if any) as well as the approved plan and budget;
- (b) all information supplied, and statements and representations made in the application and in the course of conducting the CI project, or otherwise in the progress, final and audited account reports, financial statements or project materials are true, accurate and complete;
- (c) activities undertaken, every person/organisation employed or engaged, and any work or material produced or involved in the CI project shall comply with the laws of the HKSAR (including Places of Public Entertainment Ordinance Cap. 172, Copyright Ordinance Cap. 528, Trade Descriptions Ordinance Cap. 362 and Personal Data (Privacy) Ordinance Cap. 486 etc.); and
- (d) the grantee, its member(s), employee(s), agent(s), contractor(s) and co-organisier(s) involved in the CI project will avoid engaging in activities which may result in actual, potential or perceived conflict of interest (e.g. a project staff member procuring goods/services or inviting quotations for the project from company of his own or his immediate family) arising from their involvement in the approved project, will declare any interest during procurement of goods and services,

Annex C

recruitment and other processes in managing/implementing projects (e.g. ticket allocation, adjudicating at competitions) which might involve financial or personal interests, will avoid accepting lavish or frequent entertainment from persons with whom it has business dealings (e.g. service recipients, suppliers or contractors) to avoid placing themselves in a position of obligation, and be prohibited from soliciting, accepting or offering advantages in the course of planning and executing the project.¹

1.2 The grantee is further subject to the acknowledgement and undertakings under “Safeguarding National Security” in paragraph 6 below.

1.3 DHA or his/her authorised officers may suspend or terminate the funding support to grantee for an approved project at any time for reasons including but not limited to –

- (a) the grantee fails to observe any provisions of the Funding Guide (including Annexes) and/or any conditions imposed by DHA or his/her authorised officers;
- (b) the approved project has a substantial deviation from the original plan;
- (c) there is a lack of material progress of the implementation of the approved project in a satisfactory and/or material way without a reasonable explanation;
- (d) the project is observed to be no longer viable or unable to be completed in accordance with the time-line in the approved plan;
- (e) the information submitted by grantees (e.g. application form and project reports) is incorrect, incomplete or false;
- (f) HAD has had reasonable grounds to believe that the approved project, any matter proposed to be performed or conducted under the project plan, or the person employed or engaged by the approved project breaches or is likely to breach the laws of the HKSAR; and

¹ If there is a conflict of interest, the grantee shall decide whether the persons or organisations concerned shall abstain from the process(es) concerned and record the reasons for its decision.

- (g) HAD reasonably considers that it is contrary to the interest of national security or the interest of the public to provide the CI fund to the grantee.
- 1.4 In case of suspension of fund, the grantee shall demonstrate that measures have been taken to improve the unsatisfactory situation and rectify the problems before DHA or his/her authorised officers considers lifting the suspension.
- 1.5 In case of termination of fund, DHA or his/her authorised officers may withhold any further payment and/or demand from the grantee an immediate return of all or part of the grant, in which event the grantee shall be liable for any loss or damages the Government may sustain as a result of or in relation to any breach or default by the grantee.
- 1.6 The grantee, including its Authorised Persons, Designated Officer-in-charge and/or any other responsible persons will be held accountable for all the liabilities or legal actions arising from its/their negligence, recklessness, or willful misconduct including any breaches of laws (e.g. falsified claims, infringement of copyrights and etc.).
2. Use of Grant
- 2.1 The grantee is required to use the CI fund provided to meet the expenses wholly and necessarily incurred for the approved project during the project period as per the approved plan and not used to cover expenditure already incurred prior to funding approval, save for very exceptional and unavoidable circumstances in which DHA's or his/her authorised officers' prior written endorsement must be obtained.
- 2.2 The grantee is required to utilise all other sources of income (including cash donations and sponsorship) in the first instance prior to the use of CI fund to meet project expenses. Any unspent amount of CI fund shall be returned to the Government immediately.

3. Procurement and Recruitment Requirements

- 3.1 The grantee is required to strictly follow the prescribed procurement procedures in the Funding Guide for procurement using CI fund. In addition, if more than 50% of the total estimated cost of a project is financed by CI fund, the grantee shall follow the relevant procurement procedures for the entire project, including the use of funds from other sources of finance. Failure to observe the procurement guidelines may result in rejection of application for reimbursement, or refund of CI fund to the Government immediately.
- 3.2 The grantee shall exercise utmost prudence and uphold the principles of openness, fairness, competitiveness, transparency, pro-innovation, integrity and value for money in dealing with procurement, recruitment, and any other processes in managing/implementing projects as appropriate.
- 3.3 For procurement of capitalised items, the grantee is required to –
- (a) maintain a register to account for all capitalised items procured with CI fund. The capitalised items and the register shall be made available for inspection by the Government as and when necessary;
 - (b) obtain prior written approval from DHA or his/her authorised officers in case of selling, transferring or disposing of an item; and
 - (c) report immediately in writing all cases of loss or deficiency to the respective DO and make a report to the police if the losses or deficiencies involve a criminal act or suspected criminal act. The grantee shall also investigate the loss or deficiency and forward their report, to be supported by the police report if appropriate, to the respective DO.

The Government reserves the right to take back the capitalised items procured with CI fund if necessary and any costs so incurred, e.g. transportation expenses, are to be borne by the grantee. For cases of loss or deficiency, the Government may recover from the grantee concerned any financial losses where appropriate.

4. **Reporting Requirements**

- 4.1 When the project duration lasts for more than one year, the grantee is required to submit six-monthly progress reports on the project to the DO within two months of the end of each six-month period. Failure to submit a progress report on time may result in cessation of advance payment and/or reimbursement.
- 4.2 The grantee is required to submit a final report and an itemised income and expenditure statement together with supporting receipts² or a report from a certified public accountant (Practising) within two months upon completion of the project. Relevant documents may be published by the Government as and when necessary.
- 4.3 Subsequent to the receipt of advance payment for the first year in implementing a cross-year project, the grantee must at least submit one claim for reimbursement of expenses incurred during the year together with an up-to-date income & expenditure statement and supporting receipts² before they can apply for the advance payment for the subsequent year(s) of project implementation.
- 4.4 The grantee is required to provide written explanations to the DO in the event that the project is delayed beyond the scheduled implementation date or prematurely terminated during the preparation or implementation stage. Failure to provide acceptable explanations may result in having to refund the amount of CI fund to the Government immediately.
- 4.5 The grantee is required to submit verifiable proof, such as photographs or posters, to show that the activities of the approved project have been held.

5. **Publication and Publicity Requirements**

- 5.1 Unless negotiated otherwise between the Government and the grantee, all the intellectual property rights in the deliverables relating to and/or arising from the CI projects (“Deliverables”) shall be the sole and exclusive property of

² A receipt submitted for reimbursement purposes must bear the date of purchase and full description of the individual expenditure items. Otherwise, supporting documents such as invoices and billing statements showing the aforesaid details are to be submitted to supplement the receipt.

Annex C

the Government and shall be and remain vested in the Government immediately upon creation;

- 5.2 The Government hereby grants for the benefits of the grantee and its authorised users a revocable, non-exclusive, royalty-free and non-sub-licensable licence in the course of the CI projects to use (including to reproduce, display, published and circulate) the Deliverables for the sole purpose of performing the grantee's obligations under the Funding Guide. For the avoidance of doubt, all intellectual property rights of whatever nature in any altered or modified Deliverables shall belong to and shall be and remain vested in the Government absolutely as soon as it is created.
- 5.3 If any materials of which the intellectual property rights are owned by third parties and incorporated into the Deliverables or supplied or used by the grantee in the performance of its obligations under the Funding Guide ("Third Party Materials"), the grantee shall identify the Third Party Materials to the Government and keep the Government informed in writing of such Third Party Materials. The grantee hereby grants for the benefits of the Government, or in case it is not empowered to do so, shall at its own costs and expenses procure that there will be granted, in favour of the Government, its authorised users, assigns and successors-in-title, an irrevocable, non-exclusive, royalty-free, worldwide, perpetual and sub-licensable licence to use the Third Party Materials (including the doing of any acts restricted by copyright set out in sections 22 to 29 of the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong)), on or before the use and incorporation of the Third Party Materials in the Deliverables in accordance with the terms hereof.
- 5.4 The grantees undertakes to ensure that the use, design, creation, development, production or provision of any of the Deliverables and the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables for any of the purposes contemplated by the Funding Guide do not and will not infringe any intellectual property rights or any other rights of any persons, terms and conditions set out in the Funding Guide or other applicable laws of the HKSAR and that the deliverables will not involve any act or activity that constitutes or, in the reasonable opinion of HAD is likely to constitute, an offence under the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region ("HKNSL") and relevant laws of

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HKSAR concerning national security; or may otherwise, in the reasonable opinion of HAD, be contrary to the interest of national security (collectively “Prohibited Act”).

- 5.5 The grantee shall indemnify and keep the Government fully and effectively indemnified against all actions, costs, claims, demands, damages, expenses (including without limitation the fees and disbursements of lawyers agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the use, design, creation, development, production or provision of any of the Deliverables and the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables for any of the purposes contemplated by the Funding Guide infringes any intellectual property rights or any other rights of any person.
- 5.6 The grantee shall, at its own cost and expense and before the fixation and/or recording of any performances in relation to the Deliverables, 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 grantee and the Government, its authorised users, assigns and successors-in-title as contemplated by the Funding 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 of the Laws of Hong Kong).
- 5.7 The grantee shall irrevocably waives and undertakes to procure at its own cost and expense all relevant authors, directors of the Deliverables or any part thereof (including any Third Party Materials) and performers as referred to in paragraph 5.6 to irrevocably waive all moral rights (whether past present or future) in the respective items or performances (as the case may be). Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon creation of such items or delivery of such items to the Government or upon the grant of the licences to the Government, its authorised users, assigns and successors-in-title, or upon each of the relevant performance is given (as the case may be).

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- 5.8 “Intellectual property rights” in this Annex C 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.
- 5.9 The production, publication and circulation of the Deliverables can only be made for non-profitable purpose. In addition, all Deliverables must –
- (a) neither be used for purposes of personal, political, commercial publicity of any individuals or organisations, nor be implemented, presented or distributed in a way as to induce public perception of any personal, political or commercial publicity of any kind, misrepresent any associations of any individuals or organisations with HAD;
 - (b) comply with the laws of the HKSAR; and
 - (c) not adversely affect the image of and cause any liabilities to the Central Authorities, the Government or HAD.
- 5.10 The grantee acknowledges that the DO reserves the rights to review and amend the content and design of all Deliverables, to stop the distribution of them, and to demand the grantee to immediately recall the Deliverables already displayed, published and/or circulated in public at any time.
- 5.11 Further, all grantees are required to ensure that the name of HAD and, as far as practicable, the logos of “Government-funded Programme” and HAD are displayed in all publicity materials of the CI projects. However, in no circumstances shall the name and logos of the Government be used or misrepresented for any personal, political or commercial publicity or other purposes which may adversely affect the image of and/or cause any liabilities to the Central Authorities, the Government or HAD.

6. Safeguarding National Security

6.1 Every applicant and grantee is regarded to have warranted and undertaken to the Government that –

- (a) it, and all its members, employees, agents, contractors and co-organisers (collectively, “Relevant Personnel”) shall comply with the laws of the HKSAR (including the HKNSL);
- (b) neither it nor any of the Relevant Personnel shall commit any Prohibited Act;
- (c) no Prohibited Act will be committed in delivering or carrying out the project to which an application for CI fund or a grant of CI fund relates; and
- (d) it shall forthwith upon its becoming aware of commission of a Prohibited Act by any person, report the Prohibited Act to the Police and other relevant law enforcement agencies.

6.2 Notwithstanding anything to the contrary in the Funding Guide and/or the agreement made between the Government and a grantee in relation to the grant of the CI fund, the Government may at any time terminate the funding support to the grantee if –

- (a) the grantee or any of the Relevant Personnel commits any Prohibited Act;
- (b) HAD is of the reasonable opinion that any Prohibited Act has been or may be committed in the delivery or carrying out of the project funded by the CI fund;
- (c) HAD is of the reasonable opinion that it is contrary to the interest of national security to continue to provide the CI fund or to continue to implement the project funded by the CI fund; or
- (d) HAD reasonably considers the termination to be necessary in order to protect the public interest (including public morals, public order or public safety) of the HKSAR.

6.3 The Government may report any matter referred to in paragraph 6.2 to the law enforcement agency/agencies at any time. The grantee and/or the Relevant Personnel concerned will be held accountable for all the liabilities or legal actions arisen therefrom.

7. Others

7.1 The grantee shall indemnify and keep the Government fully and effectively indemnified in relation to the approved project from and against –

- (a) all actions, costs claims, demands, damages, expenses (including without limitation the fees and disbursements of lawyers agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising out of or in connection with any allegation and/or claim that the use, design, creation, development, production or provision of any of the Deliverables and the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Deliverables for any of the purposes contemplated by the Funding Guide infringes any intellectual property rights or any other rights of any person; and
- (b) all liabilities (including liability to pay compensation and damages), damages, losses, costs, charges and expenses which the Government may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in relation to any demand, claim, action, proceeding or investigation instituted by or against the Government), which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to –
 - (i) any damage to property or personal injury or death suffered by any person in connection with or in the course of or as a result of any activity organised or carried out by the grantee in relation to the approved project;

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- (ii) the breach by the grantee of any provision in the Funding Guide and/or any laws of the HKSAR;
- (iii) the negligence, recklessness, or willful misconduct of the grantee, its member(s), employee(s), agent(s), contractor(s) and co-organiser(s) in relation to the conduct of the approved project; and
- (iv) any Deliverables or materials developed or produced under the approved project which infringe or are alleged to infringe any laws of the HKSAR.

7.2 DHA or his/her authorised officers reserve the right, without prior consultation with or notice to the grantee, to amend or add to the terms and conditions set out in the Funding Guide at any time. The grantee is required to observe and comply with any additional terms and conditions as may be prescribed by DHA or his/her authorised officers from time to time in relation to the CI Programme as the circumstances may require and ensure that its member(s), employee(s), agent(s), contractor(s) and co-organiser(s) involved in the project shall also do so.

**Record of Quotations for Project Financed by
Community Involvement Fund**

*Note: This form is to be completed by the designated person for purchase and endorsed by the authorised person of the grantee/ Designated Officer-in-charge of the project before a purchasing order is made. **The grantee is NOT required to submit this form to the DO unless upon request.** If requested, the grantee is to submit this form according to the deadline set by the DO. Late submission or non-submission of this form despite the DO's request may hinder the reimbursement process and result in rejection of application for reimbursement.*

This form, together with all quotations and documents in relation to the procurement should be kept for five years for inspection by the Government as and when necessary.

The grantee, its member(s), employee(s), agent(s), contractor(s) and co-organiser(s) are required to declare any interest when making procurement of goods and services for the approved project, and are prohibited from soliciting, accepting or offering advantages in the course of planning and executing the project. If there is a conflict of interest, the grantee should decide whether the person(s)/ organisation(s) concerned should abstain from the procurement exercise and record the reasons for its decision.

- (a) Project Name: _____
- (b) Name of Grantee: _____
- (c) Designated Person for
Purchase and Position: _____
- (d) Telephone No.: _____
- (e) Written quotations / confirmations on the bidding prices obtained

Itemised Description of Goods/ Services	Name of Suppliers/ Contractors Invited	Written Quotations/ Confirmations			Remarks
		Date Received	Price (\$)	Accepted or Not (√) or (X)	
	1.				
	2.				
	3.				
	4.				
	5.				

All written quotations for the above-mentioned goods/ services are per attached.

- (f) Where written quotations are not available, the suppliers/ contractors' confirmation on the bidding prices are attached with the following contact details –

Name of Suppliers/ Contractors	Address	Contact Person	
		Name	Tel. No.

- (g) Reasons for non-compliance of the prescribed procurement rules set out in the Funding Guide on Community Involvement Programme (“Funding Guide”)* and repeated purchases of the same or similar items/ services within a short period (Please put a “√” as appropriate) –

- ☐ Sole supplier/ contractor in the market
- ☐ Designated supplier/ contractor as specified by sponsor
(Please provide justification : _____)
- ☐ No response from other invited suppliers/ contractors
- ☐ The only supplier/ contractor who meets all the mandatory user specifications
- ☐ Proprietary items that cannot be purchased from other suppliers/ contractors for compatibility (e.g. component parts for capitalised items) and/or contractual requirements
- ☐ Other
(Please specify: _____)

- (h) I certify that the quotations obtained above are genuine and all written quotations or suppliers/ contractors' confirmation on the bidding prices are attached. The price quoted and accepted for purchase is considered reasonable compared with the market price.
- (i) I have read and understood the contents of the Funding Guide and the terms and conditions of the grant and hereby agree to observe the provisions contained in the aforesaid documents.

Date _____

Designated Person for Purchase^{Note}

Date

Authorised Person of the Grantee /
Designated Officer-in-charge of the
Project^{Note}

Official
Chop

* The link to the Funding Guide on Community Involvement Programme – https://www.had.gov.hk/surl?ci_funding_guide_e

Purposes of Collection

1. The personal data provided by means of this form will be used by the Home Affairs Department for the purposes of handling matters relating to the use of CI Fund as well as promoting community involvement activities and public participation in community affairs.

Classes of Transferees

2. The personal data provided by means of this form may be disclosed to other Government departments, bureaux and relevant persons and bodies for the purposes mentioned in paragraph 1 above.

Access to Personal Data

3. The responsible officer(s) of the organisation has/have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the data subjects' personal data provided by this form.

Enquiries

4. Enquiries concerning the personal data collected by means of this form, including access to and correction of the personal data, should be addressed to –

(Designation of Subject Officer)

_____ District Office

(Telephone No.)

**Detailed Payment Arrangements for Projects Implemented by
Non-governmental Organisations (NGOs) and District Offices (DOs),
District Councils (DCs) or Committees / Working Groups (C/WGs) under
DOs/DCs in collaboration with NGOs**

1. Advance Payment

- (a) To assist a grantee¹ in meeting the initial outlay of a project and cash flow requirements, the Director of Home Affairs (DHA) or his/her authorised officers may, prior to the implementation of the project, recommend that a single advance payment of not exceeding **50% of the approved project fund** be made to the grantee upon written application. In receiving the advance payment, the authorised person of the grantee will be required to sign an undertaking at Appendix I.
- (b) DOs will monitor the progress of the project upon release of an advance payment and remind the grantee to clear the advance payment by submitting certified official receipts² to account for the expenditure incurred as early as practicable.
- (c) If, subsequent to the receipt of the advance payment, the project has not been held or was delayed beyond the scheduled implementation date, the grantee will be required to return the advance payment to the Government immediately unless it can provide acceptable explanations to the DO.
- (d) Further, if the grantee fails to submit the certified official receipts, final report (see paragraph 7.1 of the Funding Guide on Community Involvement Programme (the Funding Guide)), income and expenditure statement of the project (at Appendix II), and/or any other necessary information to the DO within two calendar months after the completion of project or from the date of DO's notice (whichever is earlier), DO reserves the right to demand from the grantee an immediate return of all or part of the advance payment.

¹ The term "grantee" in this document refers to the NGOs and DOs or DCs or C/WGs under DCs/DOs implementing joint projects with NGOs.

² A receipt submitted for reimbursement purposes must bear the date of purchase and full description of the individual expenditure items. Otherwise, supporting documents such as invoices and billing statements showing the aforesaid details are to be submitted to supplement the receipt.

2. **Partial Reimbursements**

Irrespective of whether it has received an advance payment, a grantee may apply for up to **two partial reimbursements** of CI fund before the completion of the project. The aggregated amount of funds to be given out for each project prior to its completion should not exceed **90% of the approved project fund**. In applying for reimbursement, the grantee should submit an up-to-date income and expenditure statement (see paragraph 4 below) together with supporting receipts² duly certified correct by the authorised person or designated officer-in-charge of the project for checking purposes.

3. **Final or One-off Reimbursement**

One-off reimbursement of grant, or the balance of grant where advance payment and partial reimbursements have been made, will be given to the grantee on completion of the project. To apply for final or one-off reimbursement, the grantee must submit an itemised income and expenditure statement (see paragraph 4 below) with all supporting receipts² and a final report to the DO for processing **within two months upon completion of the project**. The amount of advance payment, reimbursement(s) and expenditure incurred should be completely and accurately recorded in the income and expenditure statement. Reimbursement will be made when the income and expenditure statement and final report (see paragraph 7.1 of the Funding Guide) are accepted by the DO.

4. **Income and Expenditure Statement**

(a) The format of the income and expenditure statement referred to in paragraphs 2 and 3 is at **Appendix II**. Unless specified otherwise in paragraphs 4(b) and (c) below, a grantee is normally required to submit the original copy of the supporting receipts² for the expenses incurred together with the income and expenditure statement to the DO, except for Central Administrative Overheads³. For the avoidance of doubt, irrespective of whether the items are financed by

³ To claim Central Administrative Overheads (CAO) as stated in Annex A of the Funding Guide on Community Involvement Programme, an NGO is not required to provide supporting receipts. It only needs to fill in the amount to be claimed in the application form for reimbursement of CI fund (Appendix II) upon completion of the project and certify that the amount claimed has not been covered by government subvention. DO will process the claim and release the payment of CAO when the final reimbursement is made.

CI fund, receipts are required for all items shown on the income and expenditure statement unless otherwise specified.

- (b) Where the approved project fund exceeds \$600,000, the income and expenditure statement submitted by the grantee should be supported by a report of an agreed-upon procedures engagement⁴ conducted by a certified public accountant (practising) (CPA) or a corporate practice within the meaning of the Professional Accountants Ordinance (Chapter 50). As an alternative to providing supporting receipts² as required in paragraph 4(a) above, the grantee could ask for the CPA report to include a statement that **all expenses incurred are within the ambit of CI fund and in compliance with the CI fund guidelines set out in the Funding Guide and imposed by the DHA or his/her authorised officers**. Provided that the arrangement will not entail unreasonable costs to be met from CI fund, the DO may accept the submission of such a report and waive the requirement of providing supporting receipts².
- (c) For projects with an approved project fund of \$600,000 or less, a grantee is not compulsorily required to submit a CPA report. However, the grantee may choose to submit one containing a statement that **all expenses incurred are within the ambit of CI fund and in compliance with the CI fund guidelines set out in the Funding Guide and imposed by the DHA or his/her authorised officers** instead of providing supporting receipts² as required in paragraph 4(a) above. DO may consider each case having regard to the specific requirements of the project and paragraph 4(d) and decide whether to accept the CPA report as a valid supporting document for reimbursement purposes.
- (d) Where an auditor is engaged, the amount to be spent on audit fee should normally not exceed 2% of the approved project fund. The amount of audit fee should be clearly stated in the proposed budget for DO's consideration.

⁴ Under an engagement to perform agreed-upon procedures, the auditor is required to carry out procedures of an audit nature according to certain standards prescribed by the Hong Kong Institute of Certified Public Accountants. The auditor may be involved in performing certain procedures concerning individual items of financial data (e.g. accounts payable, accounts recoverable, purchases from related parties and sales and profits of a segment of an entity), a financial statement (e.g. a balance sheet) or even a complete set of financial statements.

- (e) A specimen of the CPA report is at Appendix III (The specific procedures mentioned in the fourth section “Procedures and Findings” must be included in the CPA report and shall not be amended). All receipts² related to the expenditure of CI fund, if not submitted to the DO for reimbursement purposes, shall be kept by the grantee properly for five years⁵ for inspection by the Government as and when necessary.

5. Projects with Cross-year Commitments

- (a) For projects with cross-year commitments, the advance payment and partial reimbursement(s) (see paragraphs 1 and 2 above) will be made yearly based on the amount of approved grant for each year of project implementation. In other words, a grantee may obtain a maximum of 90% of the approved project fund for each year of project implementation. The payment of the final 10% of the total approved grant will only be made after receipt of the income and expenditure statement and final report from the grantee.
- (b) To apply for advance payment in the second and subsequent years of project implementation, the grantee shall note the following –
 - (i) it must submit a claim for reimbursement of expenses incurred in the preceding year together with an up-to-date income and expenditure statement and supporting receipts²; and
 - (ii) the exact amount of advance payment to be made each year will be determined by DHA or his/her authorised officers concerned, having regard to the spending position of the grantee and the latest cash flow requirement in the second or subsequent year, if any.

⁵ NGOs not subjected to any requirements imposed by the relevant ordinances under which they are registered to keep financial, accounting and procurement records may return the records and documents concerned to DO if they have practical difficulties in keeping such information or in the event of their disbandment before the end of the five-year retention period.

6. Bank Accounts for Payments of CI Fund

- (a) All payments of CI fund (including advance payment and reimbursement) should be credited to the bank account opened in the name of the grantee. Where practicable, grantees are advised to maintain a project ledger (sample at Appendix IV) recording receipts/payments and balance for each project to facilitate the preparation of the Income and Expenditure Statement. In addition, grantees should note the following in managing their bank account -
 - (i) unspent balance of the grant (save for petty cash) should be kept at all times in the bank account;
 - (ii) bank interest generated from the grant, if any, should be regarded as income of the project and should not be used for other purposes outside the project;
 - (iii) no bank surcharges or negative interest should be charged to the grant; and
 - (iv) the grantee should be required to keep the bank statements and other financial and accounting documents in relation to the project for five years⁵ for inspection by the Government as and when necessary.
- (b) In the event that C/WGs under DCs/DOs maintain a bank account, the bank signatories are advised to observe the following –
 - (i) there may be a maximum of five bank signatories, with two signatories being required for each cheque;
 - (ii) they need to be satisfied that the expenditure is properly incurred against the approved budget before a cheque is prepared to settle bills;
 - (iii) they need to arrange to record the receipt of cheque books from the bank and the issue of cheques in a register;

- (iv) they need to handle spoiled cheques properly, e.g. endorse cancelled on the spoiled cheque and affix it to the counterfoil in the cheque book; and
- (v) in addition to maintaining the bank account as mentioned in paragraph 6(a), they need to keep a petty cash book and prepare monthly bank reconciliation statements for the bank account (sample petty cash book and reconciliation statement at Appendices V and VI respectively).

7. Others

DHA or his/her authorised officers reserve the right to withhold any further payment and/or demand from the grantee an immediate return of all or part of the payment made to the grantee should the grantee fails to submit the information (such as certified official receipts, final report, income and expenditure statement, supplementary proof and etc.) as requested in the Funding Guide or by respective DO within a reasonable time (such as two calendar months from the completion of project or from the date of DO's notice, whichever is earlier).

To: The Government of the Hong Kong Special Administrative Region
(Attn.: District Officer ())

**Undertaking of Receipt of Advance Payment for
Project Financed by Community Involvement (CI) Fund**

In consideration of you agreeing to pay to us a sum of \$ _____ as
the advance payment for _____ to finance the following project –
(year)

Project Name and No. : _____
 Venue : _____
 Implementation Date/Period : _____

we hereby undertake to –

- (i) carry out the above project in accordance with the approved work plan, the implementation date/period and the terms and conditions specified by your office and the conditions specified in the application form;
- (ii) clear the advance payment by submitting the certified official receipts^{Note} to account for the expenditure incurred as early as practicable;
- (iii) report to you immediately when there is a substantial change in work schedule or cashflow requirement from the original approved plan which may affect the subsequent payments (including advance payment) to be made to us;
- (iv) submit to you a final report and an income and expenditure statement of the project together with supporting receipts^{Note}/ a report from a certified public accountant (practising)* within two calendar months after the completion of the project; and
- (v) return the unspent balance of the advance payment, if any, to the Government immediately.

We agree and accept that should we **fail to observe** items (i) to (v) set out above, we shall be liable to repay to the Government the full amount of the advance payment of \$_____ **immediately**. We also understand that our failure to observe items (i) to (v) may result in our future applications for CI fund being rejected.

Dated the _____ day of _____ 20____.

SIGNED by:

Name of Authorised Person :

Post :

For and on behalf of :

(Name of grantee)

Official
Chop

Note : A receipt submitted for reimbursement purposes must bear the date of purchase and full description of the individual expenditure items. Otherwise, supporting documents such as invoices and billing statements showing the aforesaid details are to be submitted to supplement the receipt.

* Delete as appropriate

Purposes of Collection

1. The personal data provided by means of this form will be used by the Home Affairs Department for the purposes of handling matters relating to the use of CI fund as well as promoting community involvement activities and public participation in community affairs.

Classes of Transferees

2. The personal data provided by means of this form may be disclosed to other Government departments, bureaux and relevant persons and bodies for the purposes mentioned in paragraph 1 above.

Access to Personal Data

3. The responsible officer(s) of the organisation has/have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the data subjects' personal data provided by this form.

Enquiries

4. Enquiries concerning the personal data collected by means of this form, including access to and correction of the personal data, should be addressed to –

(Designation of Subject Officer)

_____ District Office

(Telephone No.)

**ILLUSTRATIVE
EXAMPLE**

**Income and Expenditure Statement
Application for Partial/Final Reimbursement of
Community Involvement Fund (CI Fund)***

Part A: Basic information

Name of Grantee: ABC Committee

Project Name: 香港古蹟考察團

Project Number: 000001

Project Implementation/ Commencement Date: 1.4.2011

Project End Date: 31.5.2011

Total Approved Project Fund: \$40,000

Approved Project Fund for Current Year: \$40,000

Total Amount of CI Fund already Received: \$22,500

Nature of Current Claim and Amount : ~~Partial (1st/2nd*)~~/ Final
Reimbursement of Year 1/~~2/3/4~~*
\$17,000

Part B: Income and Expenditure Statement as at 31.05.2011
(dd/mm/yyyy)

(A)	Total Income (Details as per Attachment I)	\$5,000.00
(B)	Total Expenditure (Details as per Attachment II)	\$44,500.00
(C)	Total Amount to be met by CI Fund (\$) (B) – (A)	\$39,500.00
(D)	Amount of CI Fund already received (\$)	
	Advance Payment	\$20,000.00
	1 st Partial Reimbursement	\$2,500.00
	2 nd Partial Reimbursement	\$0.00
	Total	\$22,500.00
(E)	Amount for application for reimbursement with supporting receipts* (\$)	\$17,000.00
(F)	Amount for clearance of advance payment with supporting receipts* (\$)	\$5,000.00
	Amount of advance payment already cleared	\$15,000.00
(G)	Surplus amount to be returned to the Government (\$) (D) – (C)	Nil

* Delete as appropriate

Part C: Certification by Authorised Person of Grantee

I certify that –

- (1) the information provided above is correct and other sources of income including sponsorship and donation stated in Part B are complete without any omission;
- (2) the goods purchased have been received in good order and all the services detailed were considered reasonable and necessary to the project, and all expenditures are in compliance with the Funding Guide on Community Involvement Programme (the “Funding Guide”) and the terms and conditions imposed by the Director of Home Affairs (DHA) or his/her authorised officers;
- (3) the prices quoted and accepted for purchases of goods and services in the project are considered reasonable compared with the market prices;
- (4) the expenditure listed in Part B is solely incurred for the use of the above mentioned project; and
- (5) the amount of Central Administrative Overheads claimed has not been covered by government subvention.

Signature:

Name:

Post:

Name of Grantee:

Date:

Official
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The above has been checked and found to be in compliance with the Funding Guide and the terms and conditions imposed by the DHA or his/her authorised officers.	I am satisfied that the information provided above are in compliance with the Funding Guide and the terms and conditions imposed by the DHA or his/her authorised officers.
---	---

Signature :

Name :

Designation^ :

Date :

Signature :

Name :

(ADO/SEO(DC))

Date :

^ Rank of the officer should be EOII or above or equivalent

**Annex E –
Appendix II
Attachment I**

Details of Income Items

	Item	Number/ Quantity	Unit Rate (\$)	Total Income (\$)	Original Estimated Amount of Income (\$)
1.	Participants' fees	100	10	1,000	1,000
2.	Sponsor from Mr. LEE Man	1	4,000	4,000	3,500
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
			Total:	5,000	4,500
				(As per Appendix II)	

**Annex E –
Appendix II
Attachment II**

Details of Expenditure Items

Item	Receipt No.	Total Expenditure (\$)	Amount to be Funded by Other Source(s) of Income (\$)	Amount to be Financed by CI Fund (\$)	Original Approved Amount of CI Fund (\$)
Printing	1	2,000.00	2,000.00	Nil	Nil
Stationery	2	200.00	200.00	Nil	Nil
Coach	3-10	10,880.00	2,480.00	8,400.00	8,900.00
Lunch	11-18	26,000.00	Nil	26,000.00	26,000.00
Admission Fee	19-26	5,000.00	Nil	5,000.00	5,000.00
Miscellaneous	27-33	420.00	320.00	100.00	100.00
		44,500.00	5,000.00	39,500.00	40,000.00
(As per Appendix II)					

Purposes of Collection

1. The personal data provided by means of this form will be used by the Home Affairs Department for the purposes of handling matters relating to the use of Community Involvement Fund as well as promoting community involvement activities and public participation in community affairs. The collection of the required data is obligatory and Applications with incomplete personal data as required above will not be considered.

Classes of Transferees

2. The personal data provided by means of this form may be disclosed to other Government departments, bureaux and relevant persons and bodies for the purposes mentioned in paragraph 1 above.

Access to Personal Data

3. The responsible officer(s) of the organisation has/have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the data subjects' personal data provided by this form.

Enquiries

4. Enquiries concerning the personal data collected by means of this form, including access to and correction of the personal data, should be addressed to -

(Designation of Subject Officer)

District Office

(Telephone No.)

SPECIMEN

**Report of an Agreed-Upon Procedures Engagement Conducted by
a Certified Public Accountant (Practising) or a Corporate Practice within
the Meaning of the Professional Accountants Ordinance (Chapter 50)**

AGREED-UPON PROCEDURES REPORT ON INCOME AND
EXPENDITURE

To *[Addressees]*

**Purpose of this Agreed-Upon Procedures Report and Restriction on Use
and Distribution**

Our report is solely for the purpose of assisting [Name of Grantee] in determining whether the Income and Expenditure Statement for the Community Involvement (CI) project [Name of Project] which was completed on [Date of completion of project] is compliant with the CI fund guidelines set out in the “Funding Guide on Community Involvement Programme” (the Funding Guide). The report may not be suitable for another purpose or to be distributed to any other parties except that a copy of our report will be distributed to HAD.

Responsibilities of the Engaging Party

[Name of Grantee] has acknowledged that the agreed-upon procedures are appropriate for the purpose of the engagement.

[Name of Grantee] (also the responsible party) is responsible for the subject matter on which the agreed-upon procedures are performed.

Practitioner’s Responsibilities

We have conducted the agreed-upon procedures in accordance with Hong Kong Standard on Related Services (HKSRS) 4400 (Revised), Agreed-Upon Procedures Engagements. An agreed-upon procedures engagement involves our performing the procedures that have been agreed with [Name of Grantee], and reporting the findings, which are the factual results of the agreed-upon procedures performed. We make no representation regarding the appropriateness of the agreed-upon procedures.

This agreed-upon procedures engagement is not an assurance engagement. Accordingly, we do not express an opinion or an assurance conclusion.

Professional Ethics and Quality Management

We have complied with the ethical requirements in [describe the relevant ethical requirements]. For the purpose of this engagement, there are no independence requirements with which we are required to comply.

Our firm applies Hong Kong Standard on Quality Management 1, *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, which requires the firm to design, implement and operate a system of quality management including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Procedures and Findings

We have performed the procedures described below, which were agreed upon with [Name of Grantee] in determining whether the Income and Expenditure Statement for the Community Involvement (CI) project [Name of Project] is compliant with the CI fund guidelines set out in the Funding Guide.

	Procedures	Findings
1	We obtained and checked the additions of the Income and Expenditure Statement, and compared the items with the balances in the books and records prepared by [Name of Grantee] as at [Date].	We obtained and found the Income and Expenditure Statement is in agreement with the books and records made available to us.
2	We checked the calculations of the Details of Income / Expenditure items and compared the balances to the supporting documents.	We found the amounts of income and expenditure items accord with the supporting documents.
3	(i) We checked the expenses incurred in the project with regard to the CI fund guidelines set out in the	(i) We found the expenditure items are in compliance with the CI fund guidelines set out in the Funding

**Annex E –
Appendix III**

<p>Funding Guide. Or^(Note)</p> <p>(ii) We compared the expenditure items to the list of permissible items of expenditure to be met by CI fund issued by HAD.</p>	<p>Guide. Or^(Note)</p> <p>(ii) We found the expenditure items are all permissible items of expenditure.</p>
---	--

[Practitioner's Signature]

[Date of Practitioner's Report]

[Practitioner's Address]

Note: Grantees must select version (i) in case they choose not to submit receipts in support of their income and expenditure statements.

SAMPLE
(With illustrative example)

**Annex E –
Appendix IV**

**Project Ledger for Project Financed by
Community Involvement (CI) Fund**

Name of Grantee: ABC Committee
Project No.: 000001
Project Name: 香港古蹟考察團
Approved Project Fund: \$40,000.00

Bank Account Details

Bank Name: _____
Bank Account Name: _____
Bank Account No.: _____

Date	Particulars	Cheque No.	Receipt (\$)	Payment (\$)	Balance (\$)
2.4.2011	CI Fund (Adv. Payment)	245678	20,000.00		20,000.00
3.4.2011	Participation Fee	234111	1,000.00		21,000.00
7.4.2011	Sponsor from Mr LEE Man	411111	4,000.00		25,000.00
8.4.2011	Petty Cash	123455		1,000.00	24,000.00
8.4.2011	ABC Printing Co.	123456		2,000.00	22,000.00
13.4.2011	OT Payment for Mr CHAN Tai-man	123457		300.00	21,700.00
14.4.2011	E.F.D. Stationery Co.	123458		200.00	21,500.00
29.4.2011	CI Fund (Partial Reimbursement)	245690	2,500.00		24,000.00
			<u>27,500.00</u>	<u>3,500.00</u>	

I certify that the above is correct.

Signature: _____	Signature: _____
Prepared by: _____ (Name in block letter)	Certified correct by: _____ (Name in block letter)
Position: _____	Position: _____ (Bank Signatory)
Date: _____	Date: _____

SAMPLE
(With illustrative example)

Annex E –
Appendix V

Petty Cash Book for Project Financed by
Community Involvement (CI) Fund

Name of Grantee:	ABC Committee
Project No.:	000001
Project Name:	香港古蹟考察團
Approved Project Fund:	\$40,000.00

Petty Cash Book

Date	Particulars	Voucher No.	Receipt (\$)	Payment (\$)	Balance (\$)
8.4.2011	Bank (Cheque No. 123455)	A000001	1,000.00		1,000.00
9.4.2011	Stationery	A000002		30.00	970.00
10.4.2011	Printing	A000003		2.00	968.00
11.4.2011	Postage	A000004		14.00	954.00
15.4.2011	Travelling Expenses for Ms LI Siu-ling	A000005		20.00	934.00
			<u>1,000.00</u>	<u>66.00</u>	

The balance \$934 of Petty Cash Book agreed with the amount of petty cash in hand as at 30 April 2011.

I certify that the above is correct.

Signature:

Signature:

Prepared by: _____
(Name in block letter)

Certified correct by: _____
(Name in block letter)

Position: _____

Position: _____
(Bank Signatory)

Date: _____

Date: _____

SAMPLE
(With illustrative example)

Annex E –
Appendix VI

**Bank Reconciliation Statement for Project Financed by
Community Involvement (CI) Fund
As at 30 April 2011**

Bank Name: _____
Bank Account Name: _____
Bank Account No.: _____

			\$	\$
Balance as per Bank Account				24,000.00
Add:	Unpresented Cheques			
	ABC Printing Co.	123456	2,000.00	
	E.F.D. Stationery Co.	123458	200.00	2,200.00
				<u>26,200.00</u>
Add:	Interest Received			2.00
Balance as per Bank Statement as at 30.4.2011				<u><u>26,202.00</u></u>

I certify that the above is correct.

Signature: _____ Signature: _____

Prepared by: _____ Certified correct by: _____
(Name in block letter) (Name in block letter)

Position: _____ Position: _____
(Bank Signatory)

Date: _____ Date: _____

Final Report for Project Financed by Community Involvement Fund

- (1) Name of Grantee: _____
- (2) Name of Project: _____
- (3) Project No.: _____
- (4) Date/Period of Implementation and Time: _____
- (5) Venue: _____
- (6) Financial Summary
- (a) Total Income: \$ _____
- (b) Total Expenditure: \$ _____
- (c) Amount of CI Fund Obtained [(b) – (a)]: \$ _____
- (7) Number of Programmes/ Activities Already Conducted

Dates of Programmes/ Activities Conducted		Number of Participants	
Original Proposed Date	Actual Date	Target	Actual

(8) Evaluation of Project

(i) General Response of Participants

(ii) Benefits/ Achievement of the Project

(9) Declaration of Interest

(A) Declaration

- ☐ The Grantee hereby declares that itself, all the relevant member(s), employee(s), agent(s), contractor(s), and co-organisier(s) involved in the project have no pecuniary or other interest, direct or indirect, throughout the implementation of the approved project.
- ☐ The Grantee hereby declares that itself, or one or more of the relevant member(s), employee(s), agent(s), contractor(s), and co-organisier(s) involved in the project have pecuniary or other interest, direct or indirect, throughout the implementation of the approved project. The particulars of such matter are stated below¹ -

¹ Please report (i) the persons/companies with whom/which the declaring entity/person (“it/he/she”) has official dealings; (ii) its/his/her relationship with the persons/companies (e.g. relative); (iii) relationship of the persons/companies with the Grantee (e.g. supplier); and (iv) brief description of its/his/her duties which involved the persons/companies (e.g. handling of tender exercise).

(B) Report on Handling of Interests Declared (Only Required if Interest(s) is Declared in Part 9(A) above)

Regarding the information in Part 9(A) above, the existing/potential conflict of interest situation has been handled as follows:

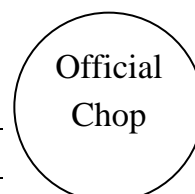
(Please choose from the options below)

- (i) [Name of the grantee, its member(s), employee(s), agent(s), contractor(s), and/or co-organisier(s) concerned] has refrained from performing or getting involved in performing the work, as described in Part 9(A) above, which may give rise to a conflict.
- (ii) [Name of the grantee, its member(s), employee(s), agent(s), contractor(s), and co-organisier(s) concerned] has continued to handle the work as described in Part 9(A) above, provided that there is no change in the information declared by it/him/her, and it/he/she must uphold the grantee's interest without being influenced by his/her private interest.

(iii) Others (please specify)

(10) Report completed by-

Signature of Authorised Person: _____
Name: _____
Post: _____
Date: _____



For Official Use

The report was –

☐ examined and considered in order.

DO's Comments:

Follow-up Action:

Signature of Responsible Officer: _____

Name: _____

Designation: _____

Date: _____

Progress Report for Project Financed by CI Fund

(To be completed by Non-governmental Organisations for projects lasting for more than one year)

- (1) Name of Grantee : _____
- (2) Name of Project : _____
- (3) Project No. : _____
- (4) Date/Period of Implementation and Time : _____
- (5) Venue : _____
- (6) Up-to-date (as at _____) financial summary of the project:

(i) Income for the whole project

Item	Nature	Existing estimated /approved amount ¹ (\$)	Actual amount received as at today (\$)
(a)	Participants' fees	_____	_____
(b)	Internal resources	_____	_____
(c)	Sponsorship and donation	_____	_____
(d)	Other sources of income (please specify): _____ _____	_____ _____	_____ _____
	Sub-total (I)	=====	=====
(e)	Community Involvement (CI) fund Sub-total (II)	_____	_____
	Total (I)+(II)	=====	=====

(ii) Expenditure

Item	Nature	Existing Approved amount (\$)	Actual amount expended (\$)
(a)	Total project expenses ² for the whole project	_____	_____
(b)	Project expenses ² for current year	_____	_____

¹ For items other than CI fund, please fill in the estimated amount. For CI fund, please fill in the existing approved amount.

² Project expenses refer to the amounts to be met from CI fund.

(7) (a) Number of programmes / activities already conducted

Dates of programmes/activities conducted		Number of participants	
Original proposed date	Actual date	Target	Actual

(b) Number of programmes / activities to be conducted

Proposed date of programmes / activities to be conducted	Target number of participants

(8) Proposed changes to the approved project plan

Nature	Details of proposed change
(a)	
(b)	
(c)	
(d)	
(e)	

(9) Report completed by-

Official Chop

Signature of
Authorised Person : _____

Name : _____

Post : _____

Date : _____

For Official Use

The report was –

☐

examined and considered in order.

DO's Comments : _____

Follow-up Action : _____

Signature of Responsible Officer: _____ Name: _____

Designation: _____ Date: _____