

Mega Events Fund Guide to Application

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Annex - Personal Information Collection Statement

Note:

The contents of this Guide may be reviewed and updated from time to time. Up-to-dated version of this Guide is available at the Tourism Commission's website (<http://www.tourism.gov.hk/english/mef/mef.html>).

I. Introduction

1.1 Background

In his 2009-10 Budget, the Financial Secretary has earmarked \$100 million to assist local non-profit-making organisations to host more attractive arts, cultural and sports events over the next three years to further promote Hong Kong as an events capital of Asia. With the approved additional allocation, a Mega Events Fund (the Fund) was established in May 2009 to assist local non-profit-making organisations to host mega arts, cultural and sports events in Hong Kong for the period up to 31 March 2012.

1.2 Objectives of the Fund

The Fund aims to promote tourism, raise the profile of Hong Kong internationally and promote Hong Kong as an events capital of Asia.

II. Application

2.1 Eligibility

2.1.1 The applicant should be a registered¹ non-profit-making organisation (i.e. local bona-fide non-profit-making organisations, such as sports organisations, non-governmental organisations, arts associations/arts festivals etc.) that will host mega arts, cultural and sports events in Hong Kong for the period up to 31 March 2012².

2.1.2 The applicant must be the organiser of the proposed mega events, and will be required to provide documentary evidence on its non-profit-making status and bona fide nature to the satisfaction of the Assessment Committee (AC).

¹ The applicant should be registered in Hong Kong under the Societies Ordinance, or incorporated under the Companies Ordinance, or formed by statute in Hong Kong, or registered on the list of approved charitable institutions or trusts of a public character under the Inland Revenue Ordinance.

² As a one-off special arrangement, the MEF will also accept applications for mega events which will be organised after 31 March 2012 in this round, but the results of these applications will not be announced before end 2011, as the Government is reviewing the way forward of the MEF. For enquiries, please contact the MEF Secretariat (Tel: 2810 2500; Email: mefsecretariat@cedb.gov.hk).

- 2.1.3 Joint application (i.e. application made by two or more local non-profit-making organisations jointly) is allowed, but a principal or lead organisation must be identified and be responsible for the application. Paragraphs 2.1.1 and 2.1.2 above are also applicable to joint applicants. All applicants should state clearly their respective responsibilities in the application form.
- 2.1.4 Proposed arts, cultural or sports events in the application should:
- (a) raise the profile of Hong Kong internationally, create a branding impact, attract visitors to come to Hong Kong specifically for the event and/or lengthen their stay in Hong Kong and generate media coverage (both local and non-local);
 - (b) be of a considerable scale. The total number of people involved (including participants, spectators and reporters) in the proposed mega arts, cultural or sports events should be 10 000 or more;
 - (c) contain a non-local element and include participants/spectators from Mainland and overseas; and
 - (d) allow participation by the local public.
- 2.1.5 Proposed events which public funding will normally be earmarked under other Government funding sources/schemes will not be considered unless full justification is given to the satisfaction of the AC and the Controlling Officer³ that the additional funds sought will be deployed strictly to organise additional activities to significantly enlarge the scale of the event or significantly raise its international profile.
- 2.1.6 Existing events which are financially “self-sufficient” will not be considered unless full justification is given to the satisfaction of the AC and the Controlling Officer that the additional funds sought will be deployed strictly to organise additional activities to significantly enlarge the scale of the event or significantly raise its international profile.

³ The Permanent Secretary for Commerce and Economic Development (Commerce, Industry and Tourism) (PSCIT) is the Controlling Officer of the Fund.

2.1.7 Proposed events should have no additional recurrent cost implication for the HKSAR Government.

2.2 Application Procedures

2.2.1 When applications for the Fund are invited, it will be announced through the media and the Tourism Commission's website (<http://www.tourism.gov.hk/english/mef/mef.html>).

2.2.2 Applications should be made on the Fund's application form of the appropriate round.

2.2.3 The up-to-date application form can be downloaded from the Tourism Commission's website.

2.2.4 The Guide to Application and some frequently-asked questions concerning the Fund can be downloaded from the Tourism Commission's website.

2.2.5 Applicants wishing to apply for the Fund for more than one event should complete a separate application form for each individual event.

2.2.6 Not more than 3 applications may be submitted by each applicant during a 12-month period.

2.3 Deadline for Submission

2.3.1 Deadline for each round of invitation for application will be set separately. Please refer to the Tourism Commission's website (<http://www.tourism.gov.hk/english/mef/mef.html>).

2.3.2 The deadline for the sixth-round of application will be **12 noon on 31 August 2011**. As a special arrangement, late applications will be considered in this round, but the results of these applications will not be announced before end 2011.

2.4 Methods of Submission of Application

2.4.1 The following documents should reach the Fund's Secretariat by post or in person at Tourism Commission, 22/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong during ordinary business hours (9:00 a.m. to 5:30 p.m.)

from Monday to Friday (other than a general holiday) on or before the application deadline:

- (a) original completed application form plus two copies of the completed form;
- (b) a disk copy of the completed application form (together with supporting documents/information);
- (c) documentary proof of eligibility to apply (please refer to paragraphs 2.1.1 and 2.1.2 above);
- (d) two copies of relevant registration documents;
- (e) two copies of other supporting documents/information as required in the application form; and
- (f) any other additional information relevant to the application.

2.4.2 For the purpose of considering applications, applicants may be required to submit additional or supplementary information.

2.5 Notification of Results

2.5.1 Under normal circumstances, applicants will be notified of the outcome of the selection within three months following receipt of all information (including any supplementary information) required for assessment of the applications.

2.5.2 The outcome of the selection shall be final. Applicants that failed in the selection may submit a fresh application for another round of selection later on.

2.5.3 All applicants will be notified in writing of the results of the application.

2.5.4 In the event that the proposed event requires compliance with certain statutory requirements under the Laws of Hong Kong, it is the responsibility of the relevant applicants to submit the necessary application and obtain the required approval from the relevant authorities.

2.5.5 Under the circumstances, the written notice of intention to approve issued to successful applicants may be conditional upon the completion of the additional required procedures within a

specified period of time, or approval-in-principle may be given to the application subject to completion of the additional procedures within a specified period of time.

- 2.5.6 If the applicants subsequently failed to complete the procedures, the AC and the Controlling Officer reserves the right to withdraw the conditional approval or approval-in-principle.
- 2.5.7 Under no circumstances will the Government or the AC accept liabilities for compensation to the applicant.
- 2.5.8 Neither Government nor the AC is bound to accept or support any application submitted.
- 2.5.9 Government reserves the right to announce the application results and to disclose the identity of the successful applicants without expressed consent.
- 2.5.10 Under no circumstances should an application be deemed to be successful unless and until the applicant received a notice in writing on an intention to approve the application issued by the Secretariat.

2.6 Withdrawal of Application

- 2.6.1 Applicants may write to the Fund's secretariat to withdraw their applications within 14 calendar days from receipt of the notice in writing referred to in paragraph 2.5.10 above. Such withdrawal is irrevocable.
- 2.6.2 On receipt of the notice of withdrawal, any approval, conditional approval or approval-in-principle issued by the Government shall cease to be valid.

2.7 Enquiries during the Application Period

- 2.7.1 Applicants may contact the Secretariat, Mega Events Fund Assessment Committee at telephone no. 2810 2500, fax no. 2121 8791 or email address: mefsecretariat@cedb.gov.hk for enquiries and assistance.
- 2.7.2 Information provided in response to enquiries received by the Fund's secretariat may be shared with other organisations.

III. Assessment of Application

3.1 Assessment Committee

- 3.1.1 An Assessment Committee (AC), comprising representatives from Government bureaux/departments and non-official members with rich experience in relevant fields, has been appointed to consider applications and related matters.
- 3.1.2 To avoid conflict of interest, all members of the AC need to comply with the Guidelines of declaration of interests and related conduct drawn up under the advice of the Independent Commission Against Corruption (ICAC).
- 3.1.3 For the purpose of considering and assessing applications, applicants may be invited to present their proposals to the AC, arrange necessary site visits and/or meetings for members of the AC.
- 3.1.4 The offer of an advantage to any government officers or members of the Assessment Committee with a view to influencing the outcome of the applications is an offence under the Prevention of Bribery Ordinance. Any such offer by the Applicants or his employee(s) or agent(s) will also render the application null and void.

3.2 Assessment Process

- 3.2.1 In assessing applications/proposals, the AC may take into account comments obtained from relevant Government bureaux/departments on the proposal.
- 3.2.2 Applicants may be requested to provide clarification or supplementary information on the application.
- 3.2.3 The AC may also take into consideration professional or expert advice obtained from personalities in the relevant fields.
- 3.2.4 In assessing the event's business plan and budget, the AC may invite third-parties to evaluate the financial viability of the event before a final decision on the application is made.

- 3.2.5 In considering individual applications, the AC will consider:
- (a) economic benefits of the proposal, such as the number of visitors/Mainland and overseas participants to be brought to the event, their likely length of stay, and the number of jobs to be created;
 - (b) public relations and other benefits of the proposal, such as the event's ability to raise Hong Kong's international profile and the publicity value that will be generated in local and non-local media;
 - (c) technical and project management capability of the applicant (including human, financial and technical resources), background and governance structure of the applicant, track record and past performance of the applicant, including the effectiveness of past projects;
 - (d) whether the proposed schedule of implementation is practicable and reasonable;
 - (e) whether the proposed budget is prudent and realistic, with justifications for the proposed income and expenditure items;
 - (f) the proposed performance indicators of the event;
 - (g) any alternative sources of funding for the event; and
 - (h) other factors which the AC considers relevant.
- 3.2.6 The AC may review the process from time to time and decide on recommendations for improvement based on necessity and in the light of experience.

IV. Funding Support

4.1 Funding Support for Successful Events

- 4.1.1 The funds provided should be used to support the selected event directly.
- 4.1.2 Applicants will be required to provide funding from their own sources and/or from other sources (such as contributions or sponsorships from third-parties) to meet at least 50% of the total

actual cost of the event. Applicants should also explain whether and how they would raise income (such as charging admission fees or soliciting sponsorships). Applicants should set out clearly in the application form the amount of funds to be provided by them and their sources (including secured sponsorship, in cash or in kind, from the commercial sector). Applicants should submit documentary proof on the secured sponsorship. For in kind sponsorship, applicants should also submit proof to demonstrate that the claimed values of the sponsored items or services are comparable with the market prices.

- 4.1.3 Government's total contribution (including the Mega Events Fund funding support) must not exceed 50% of the actual cost of the event.
- 4.1.4 Applicants should not seek and/or accept any donation and/or sponsorship which may jeopardize the image or reputation of the Government, AC or the event.
- 4.1.5 The Fund may provide direct and one-off financial support to meet the cost of specified expenditure items essential for the organisation of the selected events by the successful applicants. In drawing up the budget, applicants should ensure that it is cost-effective. Generally speaking, cost of additional manpower directly incurred for the event, cost of procuring or leasing of equipment for implementing the event, venue rental cost directly incurred for hosting of the event, as well as other one-off non-recurrent direct expenditure, such as expenses for consumables, marketing and tourism promotion cost for the purpose of the event may be funded. Costs for maintaining the applicants' own operation or administration (including cost for setting up or refurbishing an administration office of the organisation, decoration cost, utility charges, entertainment expenses incurred by administrative staff of the organisation, general administrative expenses, legal costs and insurance fee) as well as other expenditure not directly related to the event, will not normally be funded.
- 4.1.6 The amount of funding support must be justified by a prudent and realistic operational plan and budget provided by the applicant with justifications for the proposed expenditure items.

- 4.1.7 The AC and the Controlling Officer may stipulate specific terms and conditions on the use of allocated funds. These terms and conditions, together with other appropriate financial control measures, will be set out in an agreement or agreements to be signed by successful applicants and will be commensurate with the level of financial assistance to be provided by Government.
- 4.1.8 Government reserves the right to cancel or reduce the funding support in the event that the approved funds or any parts of it were abused, used for purposes other than the specified or approved purposes or other than the specified event.
- 4.1.9 Acknowledgment of Government support in writing and in the form of logos (the Brand Hong Kong (“BrandHK”) signature and Tourism Commission’s logo) must appear on all publicity materials for the funded event. The BrandHK signature should be prominently featured as the location identifier for Hong Kong and set apart from sponsor’s logos and shall be no smaller or less prominent than those logos of the applicant and any other sponsor. The BrandHK signature shall also be prominently displayed at the venues of the event and other related locations.
- 4.1.10 The applicant should seek prior written consent from the BrandHK Management Unit of the Information Services Department on presentation of the BrandHK signature and the Tourism Commission’s logo on all publicity materials for the event. To ensure proper application, the applicant shall comply with all requirements and guidelines set out in the brand manual accessible at <http://www.brandhk.gov.hk/en/#/en/about/guidelines.html>.
- 4.1.11 The following disclaimer should be included in all print advertisements, programme booklets, website and any other publicity materials for the events as may be required by the Assessment Committee or the Government -
“Any opinions or recommendations expressed in this material / any activities organised under this event do not reflect the views of the Government of the Hong Kong Special Administrative Region or the Mega Events Fund Assessment Committee.”

4.2 Surplus or Deficits

- 4.2.1 Successful applicants will be required to return any residual funds and operating surplus generated from the events to the Government (as the Government may determine in its sole discretion) (including all interests and the sale proceeds from all or any equipment disposed of), up to the amount of the approved funds for the events plus the interest generated or which should have been accrued to the Project Account, within one month after submission of the final audited accounts of the event. Government may seek legal remedy in case of unreasonable delay in the return of the surplus funds.
- 4.2.2 Under no circumstances will Government and the AC accept liabilities for deficits arising from the events. Successful applicants will be required to accept liabilities for all deficits arising from the Project. If it is foreseen that the total expenditure will exceed the original budgeted expenditure by whatever amount, the organisations should inform the Fund's Secretariat immediately. In addition, the organisations will be responsible for the shortfall in order to complete the event.
- 4.2.3 If for any reasons (whether or not outside the control of the organisations) the event failed to be completed by the due date as specified in the agreement(s), or is suspended by the organisations, Government or the AC may require the relevant organisations to repay in full the funds advanced and unexpended, and to indemnify the Government against any loss or expenses incurred as a result of the above.
- 4.2.4 Government reserves the right to suspend or terminate the funding support for an event if there is a breach of the terms, conditions, warranties or undertakings in the agreement(s); including but not limited to, from Government's view, the applicant is unlikely to be able to deliver or carry out the Project or the applicant has failed to perform satisfactorily in the progress of implementing the event. The applicants may be required to immediately return all or part of the funds provided, all sale proceeds from all equipment disposed of, together with all administrative, legal and other costs and interest accrued up to the date of repayment, to the Government. Government reserves the right to claim back all or part of the funds that have been expended.

V. Administrative, Accounting and Financial Requirements

5.1 Contractual Requirements

- 5.1.1 Successful applicants will be required to sign an agreement(s) prepared by the Government and comply with all the terms and conditions as laid down in the agreement(s) by the Government, and all written advice and instructions issued by the Assessment Committee or Government from time to time in respect of the funded event or any related matters. The agreement(s) may contain such terms and conditions and matters referred to in this Guide, and other matters such as governing laws, indemnity, warranty and confidentiality. Successful applicants will be required to comply with confidentiality clauses as provided for in the agreement on treating, using and protecting confidential information, drawings, specifications, documents, contracts, design materials and all other data (including any personal particulars, records and personal data (as defined in the Personal Data (Privacy) Ordinance, Cap. 486 (PDPO)) and materials of any nature (in or on whatever media)) accessible by the applicants under the agreement or which the Government has disclosed, supplied, made available or communicated to the successful applicants.
- 5.1.2 Any material variation or modification to the funded event including whether the applicant has secured any source of income for the event or commits to any sponsorship or donation particularly where such sponsorship or donation may bring the image of the AC and the event into disrepute; change of implementation timetable, size or scope of the event, content or nature of the event, or change to the approved budget, cash-flow projection; or change of the objects, not-for-profit operation, registration status, business, nature, ownership, management or control of the applicant and in particular there is change of Directors or shareholders or other key personnels of the applicant or the project team shall require prior approval of the AC. Successful applicants have the responsibility to notify the Fund's secretariat immediately in respect of the above variation or modification.
- 5.1.3 The Applicants shall indemnify the Government against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the Government or which may be brought

or established against the Government arising out of the breach of any of the terms and conditions of the agreement(s) by the Applicants. Such indemnity should cover claims relating to Intellectual Property Rights infringement. Applicants, whether successful in their applications or otherwise, or any employees, agents, servants or associates of the Applicants shall not seek or claim any compensation, reimbursement, damages, indemnity or waiver from the Government in relation to the preparation and submission of the applications.

5.2 Payment Arrangements

- 5.2.1 In accordance with the business plan, budget and cash flow requirement of the selected event, the AC may recommend payment by instalments of the approved funds according to a schedule.
- 5.2.2 Where payment by instalments is provided, the organisations may be required to submit progress reports and statements of accounts of the event to the Fund's secretariat at a frequency to be specified in the agreement. The successful applicants will also be required to maintain the certified invoices or bills for a period of seven years after completion of the funded event and produce them for inspection as and when required by authorised Government representatives.
- 5.2.3 The final payment may be effected upon (i) completion of the event before the due date in accordance with the agreement(s) to the satisfaction of the AC; and (ii) submission of the final audited accounts of the event (audited by an independent Certified Public Accountant who is not connected with the event), the event's evaluation report, and publicity report to the satisfaction of the AC and the Controlling Officer, and is further subject to the applicant's full compliance with all its obligations and duties under the agreement.
- 5.2.4 Payment is subject to final adjustment upon the submission of the final audited accounts, evaluation report and publicity report on the completion of the event to the satisfaction of the AC and the Controlling Officer.
- 5.2.5 The Controlling Officer reserves the right not to disburse the outstanding funds to successful applicants or reduce the amount

of outstanding funds to be paid, if their performance in organising the events are not satisfactory, or if the events fail to achieve the pre-determined deliverables/targets, or if they breach any funding terms and condition as stated in the agreement. Applicants may also be suspended from future applications.

5.3 Books of Accounts and Records

5.3.1 Successful applicants should maintain proper and separate books of accounts in accordance with prevailing accounting standards and practice in Hong Kong, as well as all relevant records of the event (including electronic records).

5.3.2 The books of accounts and records of the event should be kept for inspection as and when required by authorised Government representatives, Director of Audit or his representatives and should only be destroyed seven years after the expiry or termination of the agreement. The applicant should also maintain the original invoices and bills in respect of the funded event for a period of seven years following completion of the event and shall produce them for inspection as and when required by authorised Government representatives

5.4 Project Account and Interest

5.4.1 Successful applicants should open under its name and maintain an interest-bearing Hong Kong Dollar account with a licensed bank in Hong Kong within the meaning of the Banking Ordinance (Cap. 155) for the sole and exclusive purpose of processing and transacting all receipts and payments relating to the event. Payments from that bank account shall be made by the authorized representatives of the applicants.

5.4.2 The applicant shall pay the Funds and all other receipts relating to the event, including without limitation, contributions from the applicant itself, contributions from the sponsor, all income and sale proceeds from the equipment disposed of into the Project Account. All interest shall be kept in the Project Account and shall not be taken out or used for any purpose.

5.4.3 Government reserves the right to claim the applicants against any loss or damages incurred in connection with or as a result of the

organisation's failure to comply with the requirement to maintain a separate bank account for the event or to plough back all interests generated from that bank account into the event.

5.5 Equipment

- 5.5.1 Where the whole or part of the funds provided for the event are expected to be expended on procuring equipment in connection with the implementation of the event, or the funds are provided for the purchase of specific equipment expenditure items, the following requirement shall apply to the successful applicants or their agents.
- 5.5.2 Successful applicants are required to properly maintain the equipment items and ensure that they are in good conditions at all times. A register shall be maintained by the organisations to account for all equipment purchased with individual cost of \$5,000 or above.
- 5.5.3 Prior written approval from the Government is required for the transfer, sale or disposal of the equipment mentioned in paragraph 5.5.2 above.
- 5.5.4 After completion of the funded event, the Government will require the successful applicants to dispose of the equipment items at the prevailing market price by way of sales by public auctions. Successful applicants will then be required to furnish the Government with detailed specifications and photographs of all the equipment items for the purposes of arranging public auctions. They must comply with the Government's procedure and instruction. Any sale proceeds of the equipment items disposed of then belong to Government revenue.
- 5.5.5 If for any reasons (whether or not outside the control of the organisers) the event failed to be completed by the due date as specified in the agreement(s), or is suspended by the organisations, Government reserves the right for prior claim to any sales proceeds of the equipment purchased by the funds provided.

5.6 Use of Information

- 5.6.1 Government and the AC has the right to make use of information, disclose or transfer information provided in the applications for the purposes of assessment of the applications, conducting research, arranging publicity of the Fund or successful event, monitoring and evaluation of the event etc.

5.7 Procurement of Equipment, Services and Staff Employment

- 5.7.1 Procurement of services includes engagement of or awarding a contract to a profit-making company as an agent of the organisations to implement the event.
- 5.7.2 Successful applicants or their agents should exercise utmost prudence in procuring equipment, goods or services in relation to the funded event. Successful applicants shall procure that the Project Co-ordinator, Deputy Project Co-ordinator, their Directors, employees, agents, contractors, sub-contractors and other personnels who are in any way involved in the event shall exercise the utmost prudence in procurement of goods, services and equipment, ensure that all purchases of all goods, services and equipment of any value in relation to or for the purposes of the event are made on an open, fair and competitive basis, and only from suppliers who are not associates or associated persons of the successful applicants.
- 5.7.3 Successful applicants are responsible for the setting up and operation of a proper procurement/tendering and stores management system for the event with sufficient checks and control and in accordance with the following principles:
- (a) Public accountability and value for money – the funds provided under the Mega Events Fund are public money. Successful applicants are accountable to the public for the use of the funding support under the Fund and should be prepared to account for any of their procurement decisions publicly. They are obliged to achieve the best value for money for their procurement.
 - (b) Transparency, openness and fair competition – all requirements and specifications of intended procurement should be clearly made known to potential suppliers and contractors. It is essential to uphold the principles of

fairness and competitiveness and maintain a level playing field in all procurement/tendering process. All tenderers and suppliers should be treated, and must be seen to be treated, on equal footing. Successful applicants should ensure that proper safeguards are put in place to avoid any actual, potential or perceived conflict of interest situations arising in the procurement/tendering process, for example, their staff or agents should be required to declare any conflict of interest in relation to procurement/tendering and staff recruitment, and set up a mechanism to mitigate any such declared conflicts.

- 5.7.4 All procurement documents (including electronic records) should be kept for inspection as and when required by authorised Government representatives and the Director of Audit or his representatives, and should be maintained for seven years after the completion of the event.
- 5.7.5 Successful applicants or their agents who recruit staff directly for the event should observe the principles of openness, fairness and competitiveness during the recruitment process. It is the responsibility of the successful applicants or their agents to ensure compliance with the employment and equal opportunities and data protection requirements under the Laws of Hong Kong.
- 5.7.6 Successful applicants shall obtain from the ICAC a copy of the following: “Strengthening Integrity and Accountability – Grantee’s Guidebook”. The Guidebook can be download from the ICAC's website below -

English version :

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

Chinese version :

<http://www.icac.org.hk/tc/prevention_and_education/pt/index.html>

Successful applicants are advised to seek the ICAC Corruption Prevention Department’s assistance in adopting the best practices stated in the Guidebook, draw up a Code of Conduct for compliance by its Directors and employees, and to ensure proper corruption prevention safeguards are incorporated into its procurement and staff recruitment procedures. The successful applicants shall permit ICAC to examine his management and

control procedures to provide corruption prevention advice.

- 5.7.7 Successful applicants will be required to establish a two-tier approval system, under the advice of ICAC, for the recruitment of key personnel and the award of major goods, service and equipment contracts in the implementation of the funded event.
- 5.7.8 It is the responsibility of the successful applicants or their agents and the staff responsible for the planning and implementation of the event to ensure that they conform with the requirements of the Prevention of Bribery Ordinance (PBO) (Cap. 201). The successful applicants shall notify in writing and procure that the Project Co-ordinator, Deputy Project Co-ordinator, all their Directors, employees, contractors, sub-contractors, agents and other personnels who are in any way involved in the event that they shall not offer to or solicit or accept from any person any money, gifts or advantages (as defined in the PBO) in relation to the performance of the agreement or the event.
- 5.7.9 In the event that the successful applicants, the Project Co-ordinator, Deputy Project Co-ordinator, any of their Directors, employees, contractors, sub-contractors, agents or other personnels who are in any way involved in the event commit an offence under the PBO (including offering of any advantages to AC members or the Government), Government may suspend or terminate the agreement referred to in paragraph 5.1.1 above and hold the successful applicants liable for any loss or damages so caused.

5.8 Insurance

- 5.8.1 Successful applicants or their agents will be required in the agreement to procure appropriate insurance policies, including employee compensation, an all-risks insurance in respect of equipment purchased by the Fund and public liability including coverage of occupier's liability, to meet any claim which may arise as a result of the event.
- 5.8.2 Under no circumstances should the Government or the AC be held liable for any third-party claims for loss or damages arising from the event.

VI. Monitoring and Evaluation

6.1 Progress Reports and Final Evaluation Reports

6.1.1 Successful applicants will be required to submit the following reports on the implementation of the event –

- (a) progress reports (together with certified statements of account and updated budget forecast) at a frequency to be specified in the agreement;
- (b) where appropriate, annual reports (including annual audited accounts) to be submitted within two months following the end of the accounting period;
- (c) final evaluation reports (with the final audited accounts) to be submitted within three months following the completion of the event or the termination of the event; and
- (d) publicity report which keeps all the publicity materials and media coverage summary, both local and non-local, in relation to and arising from the event, to be submitted within three months following completion of the event.

6.1.2 The audited accounts should cover all receipts and receivables including contributions (whether in cash or any other forms of contribution) from the applicant, the sponsor and/or other sources, all income, and sale proceeds from any equipment disposed of, and all payments made in respect of the event. It shall include a Statement of Income and Expenditure, a Balance Sheet, Cash-flow Statement, Notes to the Accounts and an Auditor's Report which shall include the auditor's opinion on whether the successful applicant and the Project Account has complied with the terms and conditions of the agreement, and includes an assurance that the Mega Events Fund were spent in accordance with the terms and conditions of the agreement. The audited accounts should be audited by an independent Certified Public Accountant who is not connected with the event.

6.1.3 Government reserves the right to claim the applicants against any loss or damages incurred in connection with or as a result of the applicant organisations' failure (including failure of their Project Co-ordinator, Deputy Project Co-ordinator, any of their Directors, employees, contractors, sub-contractors or agents) to handle public funds properly.

- 6.1.4 To facilitate evaluation of the event, applicants will be required to state the event's deliverables, key milestones, targets, and methods for measuring its performance when they submit proposals for consideration by the AC.
- 6.1.5 The final evaluation reports should contain the evaluation results of the completed event using the agreed methods of evaluation, and the results measured against the agreed deliverables/targets and any additional funding conditions applicable to the organisation/event. In the case that the agreed deliverables/targets and/or additional funding conditions cannot be achieved, the organisations may be required to provide explanations to the satisfaction of the AC and the Controlling Officer. The organisations may also be invited to the AC meeting to present and account for the event's results.
- 6.1.6 The Controlling Officer reserves the right not to disburse the outstanding funds to successful applicants or reduce the amount of outstanding funds to be paid, if their performance in organising the events are not satisfactory or if the events fail to achieve the pre-determined deliverables/targets; or if they breach any funding terms and condition as stated in the agreement.

6.2 Monitoring Visits and Meetings

- 6.2.1 Members of the AC or its authorised representatives, or authorised representatives of relevant Government bureaux/departments, may participate in progress review or organising committee meetings of the event or any related activities of the event to examine the progress of the event. They may also conduct visits to the relevant venues of the events.
- 6.2.2 Successful applicants will be required to assist in arranging such visits and meetings, and to comply with any formal advice or instructions issued by the AC or the Government from time to time in respect of the event or any related matters.
- 6.2.3 When conducting the monitoring visits or meetings, successful applicants may be required by the AC or Government's authorised representatives to assist in verifying the number of staff employed for the funded event and/or checking the number and market prices of the equipment items procured and used in the funded

event. Successful applicants must comply with the instruction, and produce all the required information on the spot.

6.2.4 On site observations of the monitoring visits or meetings of the funded event may be recorded. Such observations will be taken into account by the AC and the Controlling Officer in determining whether there are any breaches of the funding terms and conditions, whether the successful applicants' performance in organising the events are satisfactory or not, and whether the events fail to achieve the pre-determined deliverables/targets as stated in the agreement.

6.2.5 Government or the AC may also authorise representatives from other organisations to assist them in carrying out the monitoring work. The successful applicants should supply the required information to enable them to carry out their work effectively.

VII. Intellectual Property Rights⁴ and Personal Data

7.1.1 It is the responsibility of the successful applicants to ensure that they comply with the provisions of the intellectual property laws of Hong Kong. Under no circumstances should Government or the AC be held liable for any breaches of Intellectual Property Rights caused by the organisers of the event.

7.1.2 For tourism promotion, public education, arts/sports/cultural development or non-profit-making purposes, successful applicants will be required to grant for the benefit of the Government, its authorized users, assigns and successors-in-title an unconditional, irrevocable, non-exclusive, perpetual, royalty-free and world-wide licence to use the Project Materials of the event for the benefit of the Government, its authorized users, assigns and successors-in-title, for the above purposes and by any means and in any manner.

⁴ Intellectual Property Rights (IPRs) means “patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wheresoever arising, whether now known or hereafter created) and in each case whether registered or unregistered and including applications for the grant of any such rights.”

- 7.1.3 On personal data, the personal data provided in the applications will be used by the Government and the AC to process the applications and other related arrangements. The personal data provided in the applications may therefore be transferred or disclosed to other Government bureaux/departments or relevant organisations or agencies.
- 7.1.4 Applicants have a right of access and correction with respect to personal data as provided under sections 18 and 22 and principle 6, Schedule 1 of the PDPO. A “Personal Information Collection Statement” is enclosed.
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- End -

**Application for the Mega Events Fund
Personal Information Collection Statement**

Purpose of Collection

1. The personal data provided in the applications and related supporting documents and supplementary information will be used by Government and the Assessment Committee of the Fund for the following purposes:

- (a) Processing, checking and assessing the applications for the Mega Events Fund;
- (b) conducting research;
- (c) recording and preparing statistics;
- (d) arranging public announcement and publicity;
- (e) monitoring and evaluating the funded events;
- (f) taking any remedial or follow-up action on the funded events.

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

Classes of Transferees

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

Access to Personal Data

4. Subject to exemptions under the Personal Data (Privacy) Ordinance, you have the right of access and correction with respect to your personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. A fee may be imposed for complying with a data access request.

Enquiries

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

Secretariat, Mega Events Fund Assessment Committee
Tourism Commission
22/F, West Wing, Central Government Offices
2 Tim Mei Avenue, Tamar, Hong Kong
Email: mefsecretariat@cedb.gov.hk
Phone: 2810 2500
Fax: 2121 8791