

**General Conditions of Grant for
Annual Donation –
Life Education / Community Building Projects**

IMPORTANT NOTE

Procedures and conditions set out in this document (including any annex attached therein) should be followed by all recipient organisations in executing the approved projects. Failure of which may result in termination / withdrawal of the approved donation. The Board of Management of the Chinese Permanent Cemeteries may demand an immediate return or refund of any payment already disbursed. Any non-compliance will also be considered for your Organisation's future donation application(s), if any.

1. USE OF FUNDS

- 1.1 Funds must be expended judiciously within the ambit of the approved project and in the most cost-effective manner to achieve the specified purpose(s).
- 1.2 Recipient organisation (“the Organisation”) should adhere to the budget approved by the Board of Management of the Chinese Permanent Cemeteries (“BMCP”) as detailed in Annex A of the Approval Letter. Except for items not allowed for budget virement as detailed in Annex A of the Approval Letter, the Organisation is allowed to reallocate the budget provided that expenses on approved items would not exceed their respective maximum support level.
- 1.3 The expenditure on staff cost, trainer’s fee and speakers allowance for the project should not exceed 50% of the approved budget.
- 1.4 For any staff recruited for the project, the Organisation should bear no less than 50% of their remunerations and related expenses.
- 1.5 BMCP will not be responsible for any financial outlay beyond the ambit of the approved project or project expenses incurred before the date of the Approval Letter. BMCP will not support the Organisation’s recurrent cost and expenses on operating equipment for general operation.
- 1.6 The Organisation shall be reimbursed the approved amount of donation or the actual allowable cost expended within the scope of the project, whichever is lower. If donation has been released to the Organisation in advance, any unspent balance must be returned to BMCP within 3 months upon completion, suspension or termination of the project as directed by BMCP.
- 1.7 BMCP will not consider request for supplementary funding. It is the sole responsibility of the Organisation to top-up any remaining balance (when only part of the project cost is supported by BMCP) or extra cost to ensure completion of the project without significant impediment in scale and in scope.
- 1.8 The donation is solely and entirely for the approved scopes of the project and must not be assigned, applied or reserved for any past, present or future expenses outside the approved scopes of the project.

2. PROJECT IMPLEMENTATION

- 2.1 The Organisation should adhere to the approved project plan with its best endeavors. **For any key variation in the scope, nature and / or content of the project, prior written approval from BMCP must be obtained.** Request for variations must be lodged to BMCP in writing. The Organisation should give reasons / justifications for the proposed change and provide supporting document to substantiate the request.

- 2.2 In the event of any failure / anticipated failure to comply with the scheduled completion date, the Organisation should submit a written request with justifications for extension of the project schedule to BMCCPC for consideration and approval as soon as possible and not later than 2 months prior to the original project completion date.
- 2.3 The Organisation should appoint a project coordinator to carry out the project. In case of replacement, the Organisation should inform BMCCPC as soon as possible.
- 2.4 The ownership, copyright and all other intellectual property (“Copyright”) in all reports of research, videos, CD ROMs, software, scripts, handbooks or other such materials so created as a result of the project (“Project Materials”) shall be vested in and belong to BMCCPC. BMCCPC may use the reports or other such materials for any purpose at any time and the Organisation shall not use the reports or other such materials outside the purpose / objectives of the project without the prior written approval of BMCCPC. Should the Organisation has difficulty in conveying Copyright to BMCCPC, the Organisation should inform BMCCPC and BMCCPC may, upon the request of the Organisation, allow sharing of Copyright with the Organisation / author / creator of the Project Materials or allow the Organisation to own the Copyright provided that the Organisation allows and undertakes to assign BMCCPC the unrestricted right to inspect, use, reproduce or adopt the Project Materials.
- 2.5 The Organisation must ensure that the project is carried out in full compliance with the prevailing statutory requirements. The project, including activities and publications, must not contain content that would be in breach of any law, rule or regulation currently in force in Hong Kong.
- 2.6 Audio-visual materials funded by BMCCPC should not contain anything that would infringe any intellectual property rights or any rights of portrait, privacy, secrecy or publicity. The Organisation must ensure that there is no such infringement. Prior approval from the copyright owner should be sought if the Organisation intends to use materials created by others. The Organisation must hold BMCCPC harmless from any action or claim and shall fully indemnify BMCCPC for any action or claim that the content of the productions infringes the copyright or intellectual property rights of others.
- 2.7 No funding should be used for the promotion of any political / religious / commercial causes.
- 2.8 The Organisation should keep proper record of all items acquired with BMCCPC’s funds and ensure that the items are properly kept.
- 2.9 The Organisation must hold BMCCPC harmless and fully covered from any action or claim under adequate and appropriate insurance policy with BMCCPC named as the insured party for activities under the approved project. BMCCPC hereby expressly disclaims any liability, financial or otherwise, arising out of or

- incidental to the implementation of the project. The Organisation shall fully indemnify BMCP in this respect.
- 2.10 Expenses on tutor / coach / venue and facilities rental and other manpower charged by units / centres / divisions of the same parent Organisation should not be treated as allowable project expenses. If the Organisation would procure items or services from units / centres / divisions of the same parent / controlling Organisation, the Organisation should seek prior written approval from BMCP before the procurement. The Organisation should provide justification on why such procurement cannot be arranged with other service providers. BMCP shall not be responsible for such expenses if the Organisation fails to do so.
 - 2.11 Recruitment of staff for implementation of the project, if any, shall be processed on fair and impartial basis. The terms and conditions of employment shall not exceed those of the comparable posts in the civil service. The Organisation should forward the job advertisement, appointment contract issued together with the personal particulars and resume of the staff appointed for the project to BMCP for reference.
 - 2.12 If the project involves appointment of trainer(s) / tutor(s) / project personnel(s), the Organisation should keep proper record of the appointment contract(s) issued together with the personal particulars and resume(s) of the trainer(s) / tutor(s) / project personnel(s) appointed for the project. The resume(s) should clearly indicate the qualifications and experience of the appointed trainer(s) / tutor(s) / project personnel(s). Such documents should be properly retained for 3 years after completion of the project and should be made available for BMCP's inspection upon request.
 - 2.13 **If the Organisation intends to accept external sponsorship for the project from any organisation / person other than BMCP, prior notice in writing must be given to BMCP.** If BMCP considers it inappropriate to co-sponsor the project with that organisation / person, it may withdraw its own grant and demand immediate return of any payment already disbursed.
 - 2.14 Prior written approval of BMCP is required if the Organisation wishes to name a project with donation by BMCP under the name of another sponsoring organisation / person.

3. QUOTATION AND TENDER REQUIREMENTS

3.1 The Organisation should ensure that the purchase of goods and services in relation to the approved project be made on arm's length and competitive basis by obtaining quotations/tenders from a number of suppliers as stipulated in the following table:-

| | Value of a single procurement / contract | Quotation / tender requirement¹ |
|----|---|--|
| a. | Exceeding \$5,000 but not over \$50,000 | At least 2 written quotations obtained |
| b. | Exceeding \$50,000 but not more than \$200,000 | At least 2 written quotations obtained (invitation for quotation has to be sent to at least 5 bidders) |
| c. | Exceeding \$200,000 but not more than \$750,000 | At least 3 written quotations obtained (invitation for quotation has to be sent to at least 5 bidders) |
| d. | Exceeding \$750,000 but not more than \$1,430,000 | Tenders from at least 5 bidders are required |
| e. | Exceeding \$1,430,000 | Open tender is required |

3.2 The tender / quotation limits must be interpreted strictly and the Organisation should not evade the limits by separating contracts or dividing procurement requirements into installments.

3.3 The lowest quotation in full compliance with the specifications should normally be accepted. However, **the Organisation may, on justifiable grounds and with the prior written consent from BMCP, invite or accept quotation / tender from less than the prescribed number of bidders or not accepting the lowest conforming quotation / tender. Justifications together with substantiating documentary proof should be provided to BMCP for consideration.**

3.4 In the case of restricted tender, the reasons for inviting particular contractors or suppliers for tenders should be properly documented and available for BMCP's inspection upon request.

¹ If the Organisation has more stringent internal policies or guidelines on quotation/tender requirement, the Organisation is encouraged to follow its own internal policies or guidelines as long as the quotation/tender requirement under this General Conditions of Grant can be fulfilled.

- 3.5 All requirements and specifications of the intended procurements should be clear and made known to the potential suppliers and contractors on fair basis. The brand name of an item should not form part of the specification in soliciting tender / quotation. The Organisation should keep proper record of the quotations / tenders received for 3 years after completion of the project.
- 3.6 Quotations / tenders obtained **before the issue date of the Approval Letter** will not be accepted.
- 3.7 The Organisation should ensure that its staff / members are aware of situations where conflict of interest may arise. A system should be in place for declaration of interest in case a staff or a member of the Organisation has any real or perceived conflict of interest while implementing the approved project(s). Conflict of interest situations may lead to criminal sanctions under the Prevention of Bribery Ordinance (Chapter 201) or other relevant ordinances in Hong Kong. BMCCPC expressly reserves the right to terminate / withdraw the grant and to demand immediate return of any payment already disbursed to the Organisation should any irregularities or criminal elements are discovered.
- 3.8 The Organisation should ensure that segregation of duties is reasonably adopted in the purchase of goods, equipment and the procurement of services. An independent responsible person at an appropriate level within the Organisation should be designated as the approving officer. The person who is authorized to approve the purchase should be different from the person who is responsible for soliciting quotations / tenders.

4. MONITORING AND PERIODIC REPORTING OF FUNDED PROJECTS

- 4.1 A Progress Report² (in PDF format) summarizing key developments and progress of the approved project(s) should be furnished to BMCCPC by email (donation@bmcpc.org.hk) by **the first working day of March, June, September and December** thereafter until completion of the project. The submission date of the first Progress Report will be the first working day of December of the year the project is approved.
- 4.2 **Within 3 months** after the completion of the project, a Final Report² certified by a senior officer of the Organisation, a Financial Report² certified by the Financial Controller (or a senior officer in similar capacity) and an Auditor's report (for project of approved sum of \$100,000 or above) / Accountant's report (for project of approved sum below \$100,000) should be forwarded to BMCCPC.
- 4.3 BMCCPC may appoint an auditor or consultant to review the reports prepared by the Organisation. The Organisation should render assistance to facilitate the said audit or review, including but not limited to access to all documents and records pertaining to the project. The key financial and related supporting documents

² Documents can be downloaded in our website: (<https://www.bmcpc-shine.org.hk/application>)

should be properly retained for 7 years after completion of the project and should be made available for BMCCPC's inspection upon request.

- 4.4 The Organisation should submit the aforesaid reports on time and respond to BMCCPC's enquiries within reasonable time limit.
- 4.5 The Organisation should invite Board Members / representatives of BMCCPC to participate in at least one of the key activities of the project. **The Organisation should send an invitation (with event details) to BMCCPC for consideration at least 4 weeks before the activity.** Board Members / representatives of BMCCPC may also pay surprise visit to the Organisation from time to time to review progress of the project.

5. DISBURSEMENT OF DONATION

5.1 Reimbursement

5.1.1 The Organisation will normally receive the donation by reimbursement according to the actual expenditure of the project upon its completion and subject to the vetting of the project reports by BMCCPC. Request for reimbursement should be lodged within 3 months after completion of the project and settlement of full project payment be made by submitting the followings to BMCCPC:-

- Final Report of the project;
- Financial Report of the project; and
- Auditor's report / Accountant's report certified by a public accountant for the project.

5.1.2 **The last date for lodging any claim for payment is 3 months after completion of the project. Failure to do so may result in the approved donation being reverted to BMCCPC without further notice.**

5.2 Advance Payment

Organisation may request for advance payment and BMCCPC will generally give not more than 30% of the approved sum to the Organisation for implementation of the project.³

³ For request of advance payment for more than 30% (with ceiling at 50%) of the approved sum, the Organisation should provide justification with supporting documents to BMCCPC for consideration. There is no guarantee that an application for advance payment for more than 30% would be approved. Actual advance payment amount shall be subject to the sole and absolute discretion of BMCCPC and cannot be disputed.

6. ACKNOWLEDGEMENT

- 6.1 The Organisation must arrange appropriate acknowledgement to BMCPCC for the implementation of the approved project. **The location, design and wordings of the acknowledgement should be submitted to BMCPCC for prior approval.** Such acknowledgement should include BMCPCC's logo which shall not be smaller or less prominent than those logos of the Organisation or other sponsors' logo (if any). The specification of BMCPCC's logo is obtainable via BMCPCC's website⁴.



6.2 Equipment

- 6.2.1 For equipment purchased with BMCPCC's funds, the Organisation is required to affix a permanent acknowledgement in a prominent position on the equipment (paper with lamination is not considered as a permanent acknowledgement). The size should not be less than 70mm x 110mm. Template of the acknowledgement is shown below for reference:



- 6.2.2 In occasion where installation of acknowledgement on the equipment is not practicable, the Organisation should include a note of thanks with an introduction of BMCPCC in its annual report, newsletter, other relevant publications, or website or to place a notice inside premises of the Organisation. For placement of notice inside premises, the notice should be placed in the user area which would be noticeable to the highest number of service users. All note of thanks or notice placed inside premises or website should be posted for no less than 3 months.

⁴ <https://www.bmcpc-shine.org.hk/application>

6.3 Promotional / Printed items

Acknowledgement and logo of BMCP should be included in all publicity or published materials associated with the project. The Organisation is required to observe the guidelines for the use of BMCP's logo established or promulgated by BMCP from time to time. To ensure the logo of BMCP be properly adopted, the Organisation should submit drafts of all publicity or published materials to BMCP for approval **at least 5 working days before production**. BMCP shall not be responsible for any expenses incurred on such items or materials if the Organisation fails to do so.

6.4 Ceremonial activities / briefing sessions

6.4.1 For ceremonial activities, briefing sessions or other similar events under the approved project, the Organisation is required to give an introduction of BMCP and broadcast BMCP's corporate video. The video is obtainable via BMCP's website⁵. Details of such arrangement should be recorded and reported in the Final Report to be submitted to BMCP.

6.4.2 BMCP reserves the right to use the visual materials of the approved project, such as pictures, videos and photos taken during the events/activities, images, posters, etc. for publicity purposes. The media of promotion includes but is not limited to publications, websites, social media and promotional materials. The Organisation should make sure that the project participants are aware of such arrangement and give consent to BMCP for the above-mentioned purpose.

7. RETURN OR REFUND OF THE FUNDS TO BMCP

7.1 BMCP reserves the right to terminate the Approved Amount at any time at its sole discretion.

7.2 BMCP reserves the right to demand from the Organisation an immediate return or refund to BMCP the full amount of the funds or any part thereof already advanced by BMCP, if BMCP is of the opinion that:

- (a) any of the conditions has been breached or will likely be breached; or
- (b) the Organisation may not be able to carry out the scopes or purposes as stated in the application for funding; or
- (c) there exist any other reasons or factors that BMCP at its sole discretion determines appropriate to require for the return or refund of the funds or any part thereof.

⁵ <https://www.bmcp-shine.org.hk/application>

8. PERSONAL INFORMATION COLLECTION STATEMENT

- 8.1 BMCP may from time to time collect personal information of the project participants for the purpose of project monitoring. The personal information obtained will be kept strictly confidential. The Organisation should make sure that the data providers are aware of such arrangement and give consent to forward their personal data to BMCP for the above-mentioned purpose.
- 8.2 The Data Subject has the right to access and correct the personal data provided in accordance with Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). Such access and corrections should be addressed in writing to the Secretariat of BMCP.

9. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE (CAP. 623)

- 9.1 The Contracts (Rights of Third Parties) Ordinance (Cap. 623) does not apply to the project(s), and the parties do not intend to confer any right in respect of any term of the project(s) to any third party. No third party shall rely on the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to claim against any party to the project(s).

10. GENERAL

- 10.1 The Organisation must ensure the observance of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region, the provisions of all applicable laws of the Hong Kong Special Administrative Region and requirements and regulations imposed from time to time by relevant authorities applicable to the approved project / activities. It is the responsibility of the Organisation to obtain all approvals and licenses that are necessary for carrying out the project and to ensure that activities undertaken in the project comply with the laws of Hong Kong.
- 10.2 BMCP has the full discretion to make decisions or determinations in respect of any of the matters mentioned herein and such decisions or determinations shall be final and conclusive and therefore, not open to review or appeal.