

**AGREEMENT IN RELATION TO THE GRANT UNDER THE SOCIAL INNOVATION AND
ENTREPRENEURSHIP DEVELOPMENT FUND (“AGREEMENT”)**

**SUMMARY OF PRINCIPAL TERMS
(START-UP/SCALE-UP PROJECTS)**

This summary of principal terms is not intended to be a legally binding document. The provision of the Grant as contemplated hereunder and the terms and conditions set out in this summary are subject to the definitive agreement to be entered into between Parties.

Parties: The Secretary for Home Affairs Incorporated, as the Trustee of the Social Innovation and Entrepreneurship Development Fund (“**Trustee**”)

[Insert full name of the Grantee] (“**Grantee**”)

Project: [Insert description of project as contained in the approved project proposal (“**Approved Project Proposal**”) submitted to the Trustee] (“**Project**”)

Intermediary: The Hong Kong Council of Social Service (“**Intermediary**”)

Term: From [Date] (“**Commencement Date**”) until [Date] (“**Expiry Date**”)

Grant: The sum of HKD [Amount] only (HK\$[Amount]) (“**Grant**”)

Payment of Grant: The Grant shall be remitted to the Grantee into a designated bank account in the number of installments and at such time as specified in the Agreement.

Payment of each installment of the Grant is subject to, including but not limited to:

- (a) receipt and acceptance by the Trustee of reports as specified in the Agreement (i.e. reports on implementation of approved project and use of the Grant); and
- (b) the Grantee’s compliance with its obligations under the Agreement.

Grantee’s Warranties: The Grantee warrants and confirms:

- (1) it is a statutory organisation or an organisation registered under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)/ Societies Ordinance (Chapter 151 of the Laws of Hong Kong);
- (2) the information given in the Approved Project Proposal submitted to the Trustee through the intermediary is true and accurate in all material respects;

- (3) the Grantee is not entitled to and has not received financial support from other Government funding schemes for the Project; and
- (4) the Grantee is not insolvent and does not know any circumstance which would entitle any creditor to exercise any rights over the Grantee's assets.

Grantee's General Undertakings:

The Grantee undertakes to the Trustee that the Grantee shall:

Implementation of the Project

- (1) ***Objective of Project*** - carry on the Project and the objective of the Approved Project Proposal ("**Objective**") until three (3) years after the Expiry Date;
- (2) ***Manner in carrying out the Project*** - use its necessary experience, skill, care, diligence and expertise to carry out the Project in a professional, timely and diligent manner;
- (3) ***Reports to Trustee*** - provide reports, which shall be prepared in such format as specified by the Trustee and include the financial statements in respect of the project, to the Trustee on the implementation of the Project and use of the Grant from time to time as directed by the Trustee;
- (4) ***Provision of information*** - provide all necessary advice, assistance and information as may be requested by the Trustee or its representatives from time to time;
- (5) ***Notification of change*** - notify the Trustee in writing if there is any material change to any information in the Approved Project Proposal submitted to the Trustee;
- (6) ***Access to information*** - allow the Trustee and its representative access to all information, accounts, personnel and premises relevant to the implementation of the Project and/or the propose use of funds and resources;
- (7) ***Liaison Officer*** - appoint a liaison officer who shall be a person agreed by the Trustee to liaise with the Trustee (via the Intermediary) in relation to the implementation of the Project;
- (8) ***Adherence to relevant guidelines*** - adhere to the relevant guidelines, manuals or any other instructions issued by the Trustee or via the Intermediary;
- (9) ***Participation in activities*** - permit the Trustee's

representatives to attend and participate in activities that are part of the implementation of the Project;

- (10) ***Non-representative of the Trustee*** - not advertise or hold itself out or represent itself as an agent, employee, servant or partner of the Trustee or the intermediary, or suggest or imply the Trustee is in any way responsible for its acts and/or omission;
- (11) ***Central administration overhead*** - in case the operation of the Grantee is supported by central administration services from other parties, the central administration overhead so charged in excess of 5% of the sum of the Grant amount and the matching fund amount as stated in the budget (“**Approved Project Sum**”) must not be included in the books of accounts unless otherwise approved by the Trustee (via the Intermediary);
- (12) ***Procurement*** - exercise utmost prudence and care in procuring goods and services in relation to the Project and ensure all purchases are made taking into account open, fair and competitive principles;
- (13) ***Insurance*** - ensure that there will be relevant insurance policies to protect the Grantee and the Trustee against risks which are material to the implementation of Project;
- (14) ***No conflict of interest*** - ensure its directors, partners, employees and volunteers have no conflict of interest in connection with transactions entered into for the implementation of the Project;
- (15) ***No corrupt gifts and commission*** - not give or offer to any employee or agent of the Trustee any gift or reward or pay any commission for any act in relation to the Grant or execution of the contract relating to the Grant. The Grantee shall prohibit its directors, partners, employees, volunteers or persons acting on its behalf from soliciting or accepting any advantage when doing things in connection with the implementation of the Project;
- (16) ***Compliance with law*** - comply with applicable laws, regulations and judicial requirements;

Financial control

- (17) ***Use of the Approved Project Sum*** - use the Approved Project Sum exclusively for carrying out the Project and shall not make changes to the objective, the Approved Project Proposal and the approved budget (“**Approved Budget**”) without the Trustee’s prior consent;

- (18) ***Capital Portion and Operating Portion*** - use the Approved Project Sum in accordance with the respective limits of the portion for financing the budgeted capital expenditures of the Grantee (“**Capital Portion**”) and the portion for financing the budgeted operating deficits of the Grantee (“**Operating Portion**”) as stated in the Approved Budget; and shall forthwith obtain approval of the Trustee (via the Intermediary) in writing if the Grantee at any time wish to transfer more than 30% of the Capital Portion to the Operating Portion or vice versa;
- (19) ***Accounts and records*** - properly retain books of accounts and record in relation to the Project and any procurement process (“**Accounts**”) for at least 7 years; and shall allow the Trustee (and its representatives) and the Director of Audit to have access to them for inspection, verification and copying during the continuance of the Agreement and 7 years after Expiry Date or the earlier termination of the Agreement;
- (20) ***Designated Bank Account*** - maintain a designated bank account with a bank licensed in Hong Kong (“**Designated Bank Account**”) and inform the Trustee (via the Intermediary) of details of the Designated Bank Account. Money can only be withdrawn for the purpose of funding the implementation of the Project;
- (21) ***Deposit of matching fund*** - deposit the matching fund provided by matching funders in cash as specified in the Approved Budget, if any, into the Designated Bank Account unless otherwise approved by the Trustee; and shall produce such documentary evidence as may be requested by the Trustee in connection with the source of such matching fund;
- (22) ***Transaction prior to the Commencement Date*** - any transaction made prior to the Commencement Date shall not be recorded in the Accounts;
- (23) ***Staff remuneration*** - not charge the accounts in respect of remuneration or reward payable to any person other than remuneration or reward wholly exclusively or necessarily attributable to that person’s service in the implementation of the Project;
- (24) ***Unspent portion of the Grant*** - keep the unspent portion of the Grant in the Designated Bank Account at all times and return it to the Trustee upon expiry or termination of the Agreement unless the Grantee submits a proposal to retain or withdraw the amount and such proposal is

accepted by the Trustee;

- (25) ***Reinvestment of distributable profits*** - reinvest not less than 65% of its distributable profits solely and exclusively for the purpose of the Project during the continuance of this Agreement and three (3) years after the Expiry Date unless otherwise agreed in writing by the Trustee (directly or via the Intermediary) for an exemption;
- (26) ***Key management*** - acknowledge that as at the date of this Agreement, the persons as set out in the Particulars of the Grantee attached to this Agreement constitute key persons comprising the Grantee's key management who are primarily responsible for the operations of the Grantee; and undertakes that during the term of this Agreement, such persons shall remain as members of the Grantee's key management;
- (27) ***Change in management of the Grantee*** - not effect any change in the management or control of the Grantee during the continuance of this Agreement and three (3) years after the Expiry Date of this Agreement, without obtaining the prior consent of the Trustee (via the Intermediary);
- (28) ***Assets*** - maintain a register of assets funded by the Capital Portion and shall not transfer, sell, charge, alter the usage of, dispose of or otherwise part with the possession of these assets without obtaining the prior written approval from the Trustee (via the Intermediary) during the continuance of this Agreement and three (3) years after the Expiry Date, and if approved, deposit all the relevant proceeds into the Designated Bank Account;
- (29) ***Compliance with the corporate governance plan*** - conduct the implementation of the Project in compliance with the corporate governance plan stated in the Approved Project Proposal and subject to such variation as the Trustee (via the Intermediary) sees fit; and
- (30) ***Audit of financial statements*** - submit annual and final financial statements to the Trustee in respect of the Project which shall be audited by an independent and qualified auditor.

**Matching Fund,
Sponsorship and
Donation:**

The Grantee shall collect the committed matching fund in cash or in kind as specified in the Approved Budget, and/or may accept sponsorship or donation from sponsors or donators for support of the Project provided that:

- (1) obligations imposed on the Grantee by such matching

fundere, sponsors or donors are consistent with the objective of the Project;

- (2) the Grantee shall promptly notify the Trustee if the Grantee becomes aware of any change to the objectives of such matching fundere, sponsors or donors which could contravene the objective of the Project; and
- (3) all amounts received from such sponsors or donors are captured in the financial statements of the Project.

Intellectual Property Rights:

The Trustee may from time to time use the Grantee's intellectual property rights in the HKSAR Government's publicity or other materials of non-commercial use.

The Trustee, the Intermediary or the HKSAR Government shall not be liable for any infringement or violation of intellectual property rights in relation to such use.

Indemnity:

The Grantee shall, on demand, indemnify and keep the Trustee (and the Intermediary), its authorized representatives, officers, employees, assigns and successors-in-title fully indemnified against all losses or damages arising out of or in connection with the implementation of Project.

Completion and Termination:

The Trustee may terminate the Grant at any time without liability for compensation with immediate effect by written notice to the Grantee upon occurrence of the following non-compliance events:

- (1) failure to carry out the Project;
- (2) breach of any terms, conditions or undertakings;
- (3) the objective of the Project has substantially deviated from the one stated in the Approved Project Proposal;
- (4) assignment of the Agreement by the Grantee without consent from the Trustee;
- (5) engage in any conduct prejudicial to the Project;
- (6) winding-up and/or insolvency of the Grantee;
- (7) failure to submit reports or any information or the information submitted is incomplete, incorrect, untrue or is misleading to a material extent; or
- (8) the Grantee or its key management is convicted of an offence by a court in any jurisdiction.

Subject to the prior written approval of the Trustee, the Grantee may terminate the Grant without cause by giving at least 14 days' notice to the Trustee provided that the Grantee shall return to the Trustee all or any part of the Grant paid to the Grantee with interest.

Confidentiality: The Grantee shall and shall procure each of its associates, directors, employees, sub-contractors, agents or person acting on its behalf to treat the existence of the Grant any information in relation to the Grant as confidential information.

Governing Law: Hong Kong law.

Disclaimer: The information set out herein is only a summary of the terms and conditions contained in the Agreement. It is intended to facilitate the Grantee's consideration of the Agreement and not intended to be legally binding or to give rise to any other rights or obligations. Nothing herein shall constitute any commitment of the Trustee to provide the Grant. The provision of the Grant is subject to the terms and conditions of the legally binding Agreement to be entered into between the Parties.

有關社會創新及創業發展基金撥款協議（「協議」）

主要條款的摘要 （啟動／擴張項目）

本主要條款的摘要並不代表一份具有法律約束力的文件。本摘要以下擬有關撥款的條款及載於本摘要的條款及條件，概以訂約雙方簽訂的協議正文為準。

- 訂約方:** The Secretary for Home Affairs Incorporated 為社會創新及創業發展基金的信託人（簡稱「信託人」）
- [承授人名稱] 為承授人（簡稱「承授人」）
- 項目:** [已遞交給信託人載於核准項目建議方案（簡稱「核准項目建議方案」）的項目描述]（簡稱「項目」）
- 協創機構:** 香港社會服務聯會為協創機構（簡稱「協創機構」）
- 有效期:** 簽署日起生效日期為[●]年[●]月[●]日（簡稱「生效日」），直至[●]年[●]月[●]日屆滿（簡稱「到期日」）
- 撥款金額:** 撥款金額為 [●]港元（HK\$[●]）（簡稱「撥款」）
- 撥款的支付:** 信託人須按協議所載撥款的時間表分期將撥款匯入承授人的指定銀行帳戶。
- 信託人會取決於，包括但不限於，下列情況支付每期撥款：
- (a) 信託人收到並接納協議約定的報告（即有關執行核准項目及撥款運用的報告）；及
 - (b) 承授人遵守協議下的責任。
- 承授人的主要保證:** 承授人特此保證及確認：
- (1) 承授人為法定組織或根據公司條例（香港法例第622章）／社團條例（香港法例第151章）註冊的組織；
 - (2) 向信託人（經協創機構）遞交的載於核准項目建議方案的內容於所有重大方面是真實和無誤；

- (3) 承授人無權且未曾收取其他香港特別行政區（簡稱「香港」）政府資助計劃對項目的財務資助；及
- (4) 承授人並非無力償債，也不知悉任何情況將令任何債權人對於或針對承授人的資產行使任何權力。

承授人的主要承諾:

承授人必須－

實施項目

- (1) **項目宗旨**－延續項目及核准項目建議方案的宗旨（簡稱「宗旨」），直至到期日之後三年；
- (2) **執行項目方式**－運用所需的經驗、技能、謹慎、努力及專業知識以專業的態度去執行項目；
- (3) **向信託人報告**－承諾須就有關項目實施及撥款的使用不時根據信託人要求的時間及格式向信託人提供項目報告（包括有關項目的財務報表）；
- (4) **提供資訊**－如信託人或其代表要求，承授人須提供所有必需的建議、協助和資訊；
- (5) **更改通知**－若遞交給信託人的核准項目建議方案中的資料有任何重要改變，承授人須以書面形式通知信託人；
- (6) **查閱資料**－信託人（及其代表）有權查閱有關實施項目的所有資料、帳目、人事、處所，及／或撥款使用及資源分配的建議；
- (7) **聯絡員**－委任一名信託人所認可的人士擔任聯絡員，聯絡信託人（經協創機構）溝通項目實施有關事宜；
- (8) **依循相關指引**－依循由信託人或其協創機構發出的有關指引、手冊或任何其他指示；
- (9) **活動參與**－准許信託人的代表出席和參與有關實施項目的活動；
- (10) **非代表信託人**－禁止宣傳、聲稱或代表自己為信託人

(或協創機構)的代理人、僱員、受僱人或合夥人，且提示或暗示信託人對承授人的行為及／或不作為於任何方面負上相關責任；

- (11) **中央行政開支**—倘若承授人的營運獲其他方的中央行政支援，如此計入的中央行政營業開支佔預算裏所載撥款及配對基金的總額（簡稱「**核准項目款項**」）多於5%以外的部分，不得計入帳，除非信託人另行批准；
- (12) **採購**—盡力以審慎及謹慎的態度採購與項目相關的商品和服務。承授人須確保其所有採購是參照公開、公平及具競爭的原則；
- (13) **保險**—確保有相關的保險以保障承授人及信託人就實施項目產生重大影響的風險；
- (14) **無任何利益衝突**—確保其董事、合夥人、僱員及義工在為實施項目而進行的交易中概無任何利益衝突；
- (15) **舞弊的禮物及佣金**—不得向協創機構或信託人的僱員，就撥款或執行有關撥款的合同提供任何禮物、報酬或佣金。當進行有關項目實施的交易時，承授人將禁止其董事、合夥人、僱員、義工或代表承授人的其他任何人士索取或接受利益；
- (16) **法律規範**—依從適用的法律、法規和司法要求；

財務管控

- (17) **撥款使用**—核准項目款項僅可為實施項目使用。承授人不可於取得信託人的批准前對項目宗旨、核准項目建議方案及核准預算（簡稱「**核准預算**」）作出任何修改；
- (18) **資本部分及營運部分**—承授人僅可按照核准預算中的有關預算資本支出的部分（簡稱「**資本部分**」）及預算經營赤字的部分（簡稱「**營運部分**」）的限額使用核准項目款項；且如承授人轉移資本部分超過30%至營運部分，或轉移營運部分超過30%至資本部分，必須立即取得信託人的書面批准；

- (19) **帳目及記錄**—妥為保留有關項目及任何採購過程的所有會計帳目及記錄（簡稱「**帳目**」）至少七年，並且在協議持續期間以及到期日或較早的協議終止日之後七年內提供有關檔案予信託人（以及其代表人）及審計署署長查閱、驗證及複製；
- (20) **指定銀行帳戶**—持有一個在香港持牌銀行的指定銀行帳戶（簡稱「**指定銀行帳戶**」），且須告知信託人（經協創機構）有關指定銀行帳戶的詳情。除實施項目外，承授人不能隨意提取撥款；
- (21) **存放配對基金**—除非獲信託人另行批准，否則承授人須按核准預算以現金將配對基金（如有）存入指定銀行帳戶。承授人須提供信託人可能要求有關配對基金來源的文件證明；
- (22) **生效日前的交易**—任何生效日前的交易不可計入帳目；
- (23) **員工薪酬**—除專屬及有必要給予有關人士為實施項目所提供服務的薪酬或報酬除外，承授人不得將任何人士的薪酬或報酬計入帳目；
- (24) **剩餘撥款**—未用的撥款須在任何時候保留在指定銀行帳戶內。除非承授人提出保留或提取金額方案，並得信託人同意，否則承授人（在協議到期或終止後）必須向信託人悉數退還剩餘撥款；
- (25) **再投資可分派溢利**—在協議有效期及到期日之後三年，承授人必須將其至少65%的可分派溢利僅用於再投資項目，除非獲信託人（直接或經協創機構）另行書面豁免；
- (26) **核心管理層**—同意由協議簽署時所夾附承授人詳情所指定的人員組成承授人核心管理層的核心成員，並主要負責承授人的營運；且承諾在協議有效期間，該等人員將持續任職核心管理層；
- (27) **變更承授人的管理層**—在協議有效期及到期日之後三年，在未取得信託人（經協創機構）事先書面同意之

前，承授人不得變更其管理層或控制權；

- (28) **資產**－在協議有效期及到期日之後三年，承授人須為資本部分所資助資產保持一個資產登記冊，並且在未取得信託人（經協創機構）事先書面同意之前，不得轉移、出售、設立押記、變更使用、處置或以其他方式放棄管有其資產；但如獲批准，則有關所得款項須存入指定銀行帳戶；
- (29) **遵守企業管治計劃**－進行項目實施時須遵守核准項目建議方案所載的企業管治計劃，且應滿足信託人（經協創機構）在其認為合適時對企業管治計劃作出修改；及
- (30) **審核財務報告**－向信託人遞交與項目相關的年度及最終財務報告須經獨立且合資格的核數師審核。

配對基金、贊助及捐贈: 承授人須以核准預算所指定的方式，以現金或實物方式籌集已承諾提供的配對基金，及／或可接受贊助人提供的贊助或捐贈人提供的捐贈用以支援項目實施。但承授人須留意－

- (1) 配對基金資助人、贊助人或捐贈人附加予承授人的責任須與項目的宗旨一致；
- (2) 如知悉配對基金資助人、贊助人或捐贈人的宗旨有所改變（而改變是有違項目的宗旨），承授人須及時通知信託人；及
- (3) 所有從贊助人或捐贈人取得的贊助及捐贈必須入帳。

知識產權權利: 信託人可在香港政府宣傳或非商業用途的其他材料中不時使用承授人的知識產權權利。

信託人、協創機構或香港政府在任何情況下均毋須因上述使用而為侵犯或違反任何人士的知識產權權利而承擔相關責任。

彌償責任: 承授人須在要求下承擔彌償責任，保證信託人（及協創機構）、信託人的授權代理人、官員、僱員、特派員及上述職位的繼任者就承授人實施項目造成或相關的任何損失或損害得到全額有效的賠償。

- 完成及終止協議:** 如出現以下情況，信託人可隨時透過向承授人發出書面通知，即時終止協議，且毋須承擔任何賠償責任：
- (1) 承授人未能執行項目；
 - (2) 承授人違反協議的條款、條件或承諾；
 - (3) 項目宗旨已大幅偏離核准項目建議方案所載的宗旨；
 - (4) 未經信託人事先同意，承授人轉讓協議；
 - (5) 承授人作出任何行為損害項目；
 - (6) 承授人清盤及／或解散；
 - (7) 承授人未能提交任何項目報告或資料，或承授人就項目向信託人提供的資料是不完整、不正確、不真實或具誤導成分；或
 - (8) 承授人或其主要核心管理層的任何成員在任何管轄範圍的法庭因犯罪而被定罪。

在取得信託人事先書面同意後，承授人無需任何理由可向信託人發出不少於十四天的書面通知終止協議，但承授人須退還已向其支付的全部或信託人指明的部分撥款連同應計利息。

- 保密:** 承授人須及促使其關聯方、關聯人士、董事、僱員、分包商、代理或代表承授人的其他任何人士對於撥款的存在及其內容保密。

- 法例規管:** 香港法例。

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