Strengthening Integrity and Accountability - Administration of Government Funding Schemes
Over the years, the Government has established various funding schemes to meet specific objectives such as promoting quality education, creative initiatives, and tourism industry, etc. While eligible organizations and applicants may submit their applications to the fund administering Secretariat and Funding Committee concerned for consideration, successful applicants (hereinafter referred to as Grantees) are bound by a funding agreement and required to undertake related projects or activities that can achieve the objectives of the funding scheme. Since all these funds are public money, it is important that Grantees expend them in an accountable and ethical manner. In this regard, the Secretariat and the Funding Committee play an important role in exercising due diligence in administering the funds under their charge, monitoring the funded projects to ensure that specific objectives of the funds are met, and ensuring sufficient corruption prevention safeguards are incorporated into the system.

Occasionally, there are press reports pertaining to unfair fund allocation and lax monitoring of funded projects. The Independent Commission Against Corruption (ICAC) has also received a number of corruption complaints relating to abuse of funds. The Corruption Prevention Department (CPD) of the ICAC, having reviewed a number of funding schemes, has compiled this Best Practice Checklist with a view to providing a practical guide for funding committees and secretariats in processing fund applications, allocating and disbursing the funds for approved projects and activities, and monitoring the progress of the funded projects to ensure the timely delivery of the pledged deliverables or activities.

Other than corruption prevention advice to individual government departments, CPD also provides free, confidential and tailor-made corruption prevention advisory service for private sector organizations, including the Grantees on the ways to enhance governance and implement corruption prevention measures. For further information, please contact CPD by telephone at 2826 3198, by fax at 2521 8479, or by email at cpd@icac.org.hk.
How to use this Checklist

For quick and easy reference, users will find the following icons throughout this Checklist. They serve to lead users to the information required:

- **Reference Guideline** - standard code of conduct, procedural guidelines or work manual for quick reference
- **Sample Form** - sample forms for adoption where applicable
- **Pointer** - cross reference to other sections of the Checklist

From the Editorial Board

This Checklist provides general guidance for Funding Committees and Secretariats only and does not purport to deal with all issues that may arise. Descriptions and explanations of the relevant legal provisions and the recommended work procedures and practices are necessarily general and abbreviated to make this Checklist easy to understand from the angle of a layman. Users of this Checklist should seek legal or professional advice as and when necessary. The ICAC will not accept any liability, legal or otherwise, for loss occasioned to any person acting or refraining from action as a result of any material in this Checklist.

Throughout this Checklist, the male pronoun is used to cover references to both the male and female. No gender preference is intended.

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1.1 Introduction

As government funds are public money, it is imperative for all parties involved, including the Funding Committee members, Secretariat staff as well as the Grantees, to commit to ethical practices in the allocation and usage of the funds. They need to observe due diligence and avoid conflict of interest even in the most pressing circumstances. This is particularly the case for members of the Funding Committee, comprising persons with expertise in specific fields relevant to the operation of the funding scheme, to uphold a high standard of integrity as they are responsible for the vetting and/or approval of funding applications and are influential. Co-opted members and independent experts, if any, who are appointed to assess the applications or monitor the funded projects, should also be subject to the same integrity requirements as the Funding Committee members. Secretariats, usually staffed by officers of the bureaux/departments concerned shall closely observe the service-wide Civil Service Regulations and any rules and regulations on conduct matters issued by the respective bureaux/departments.

1.2 Funding Committee

1.2.1 Code of Conduct

- Issue a Code of Conduct (Appendix 1) to set out the guidelines or standards of integrity expected, including:
  - prohibiting members from soliciting or accepting advantages in relation to their duties under the respective funding schemes and the relevant Prevention of Bribery Ordinance provisions (Annex 1 to Appendix 1);
 restriction on acceptance of entertainment offered by the fund applicants;
 guidelines on handling gifts/souvenirs in members’ official capacity (Annex 2 to Appendix I);
 declaration and handling of conflict of interest (para. 1.2.2); and
 prohibition on the use and protection of confidential information obtained through official dealings under the funding schemes.

☐ Conduct briefings for newly-appointed committee members to familiarise them with the Code, and arrange refresher sessions for them periodically to raise their awareness.

1.2.2 Conflict of Interest

☐ Adopt a two-tier reporting system for declaring interests by committee members which require them to:
   disclose their general interests, direct or indirect, pecuniary or otherwise, on appointment/reappointment to the committee; and
   declare any actual or perceived conflict of interest as and when they arise, e.g. before vetting funding applications, members should be required to declare whether they are acquainted with any of the applicants, the latter including individuals and organisations.

☐ Debar members from applying for the funds themselves or accepting any paid service or appointment offered by the applicant, particularly those in relation to the funded project, as appropriate.

☐ Establish a system for declaring and managing conflict of interest, e.g. recording the declarations and actions taken to mitigate the conflict (Reference guidelines for declaring and managing the declared conflict of interest are at Annexes 3, 4 & 5 to Appendix I).

☐ Design a standard form for declaration of conflict of interest and specify the line of reporting and the follow up action required (Annexes 6 & 7 to Appendix I).
1.3 **Secretariat**

- Observe the regulations as uploaded on Central Cyber Government Office (CCGO) (website: [http://portal.cego.hksarg/](http://portal.cego.hksarg/)) and the Resource Centre on Civil Service Integrity Management (RCIM) (website: [http://rcim.host.cego.hksarg/](http://rcim.host.cego.hksarg/)), the major ones are listed below:

  - **Financial Management**
    - Financial Circular No. 1/2004 - Responsibility of Controlling Officers
    - Financial Circular No. 2/2015 - Guides for Controlling Officers
      - (a) Management of funding schemes
      - (b) Management of non-works projects funded by the Government

  - **Integrity Management**
    - Prevention of Bribery Ordinance - legal provisions governing the offering, soliciting and accepting of advantages
    - Acceptance of Advantages (Chief Executive’s Permission) Notice 2010 - general permission for government officers to accept advantages that fall outside four restricted categories (namely gift, discount, loan of money, and passage)
    - Civil Service Bureau Circular No. 7/2012 - Reporting of Criminal Offences including corruption-related offences
    - Civil Service Bureau Circular No. 2/2004 - Conflict of Interest
    - Civil Service Bureau Circular No. 3/2007 - Acceptance of advantages offered to an officer in his private capacity
    - Civil Service Bureau Circular No. 4/2007 - Advantages/entertainment offered to an officer in his official capacity and gifts and donations to a department for the benefit of staff
1.4 Grantee

- Stipulate the probity requirements on the Grantee in the funding agreement (para. 3.2.1) for their compliance. The Secretariat should require the Grantee to issue a Code of Conduct for compliance by staff and members of its governing body (Appendix 2).
2.1 Introduction

In general, funding approval procedures entail screening out ineligible applications by the Secretariat and in-depth assessment of the eligible applications by the Funding Committee. The relevant application processes, eligibility and assessment criteria, and vetting procedures have to be clear, comprehensive, open, and transparent. Given that the objectives of some funding schemes are quite similar, applicants might use the same project to apply for funds under different schemes without disclosing to the Secretariats. Sufficient safeguards should be put in place to avoid an applicant from receiving double benefits.

Key steps in processing fund applications

- Invitation of Fund Applications (para. 2.2)
- Screening of Applications (para. 2.3)
- Assessment of Applications (para. 2.4)
- Monitoring of Processing Time for Fund Applications (para. 2.5)
- Notification of Results (para. 2.6)

2.2 Invitation of Fund Applications

- Invite applications for funds openly, e.g. through newspaper advertisements and/or notices on the website, in both Chinese and English, with sufficient time for interest parties to submit applications.
Publicise the information relating to the funding scheme, including but not limited to the following:

- Eligibility criteria
- Application form and procedures
- Guidelines for application
- Assessment criteria (in broad terms)
- Deadline for receipt of applications
- Sample funding agreement with general funding conditions

### 2.3 Screening of Applications

#### 2.3.1 Screening Process

- Set eligibility criteria in straightforward and comprehensible terms for use by the Secretariat staff in vetting applications.
- Issue a standard checklist to guide Secretariat staff to vet applications in order to reduce the likelihood of omissions.
- Sample the screened-out applications for review by supervising/independent officers.
- Require the applicants to produce the originals of the supporting documents for verification.
- Check with the issuing authority on the authenticity of the supporting documents for any suspected fraudulent application.
- Report any application with suspected falsified documents to the Police.
2.3.2 Avoidance of Double Benefit

- Devise a system for making cross checks with bureaux and departments to detect double benefit cases.
- Require applicants to declare in their applications whether they are receiving or have received any financial support under any other funding schemes.
- Request applicants to report any change of information in respect of their applications (e.g. subsequent approval of funds by another bureau or department after the application is submitted).
- Include a warning note in the application form that any false declaration would lead to termination of the funding agreement, refund of any funds disbursed, and the possibility of criminal charges.

2.4 Assessment of Applications

2.4.1 Assessment Process

- Include all essential factors to be considered in the assessment criteria, e.g. applicant’s background, governance structure, human, financial and technical resources for the implementation of the proposed project, and track records for organising similar projects.
- Define assessment criteria clearly and objectively.
- Draw up a marking scheme with weightings and passing marks, if applicable, for each assessment criterion.
- Require the Funding Committee members to carry out assessment individually based on the marking scheme.
- Remind the Funding Committee members not to discuss their individual assessments (the markings) before committee meetings.
Document the deliberations and decisions made on individual applications.

Keep a dossier of decisions made on special or significant applications for future reference in handling applications of a similar nature.

Lay down the criteria for making decisions on the level of funding, the terms and conditions to be imposed and the payment arrangement.

Subject the supporting documents submitted by the successful applicants to random verification with the issuing authorities.

2.4.2 Evaluation of Project Expenditures and Activities

Specify in the guidelines for application that only activities meeting the funding objectives and other mandatory requirements would be supported.

List the individual expenditure items eligible for funding support, if possible.

Require the applicants to include in their project proposals a breakdown of expenditures on activities and items (e.g. equipment), and details of activities to be organised (including criteria and methods for selecting participants) for consideration by the Funding Committee.

Specify in the guidelines for application a ceiling to cap the amount or percentage of funds to be spent on individual allowable activities or items (e.g. staff remuneration and IT equipment).

Require the applicants to give reasons for out of proportion expenditure on individual allowable items or activities for the Funding Committee’s consideration.
2.5 Monitoring of Processing Time

- Publicise a performance pledge for the processing of the applications.
- Generate periodic reports showing the outstanding applications and highlighting long overdue cases, if any, for the information of the Funding Committee.

2.6 Notification of Results

- Notify successful applicants the results together with the terms and conditions for the funds granted.
- Notify unsuccessful applicants in writing with reason(s) for the decision.
- Specify whether unsuccessful applicants are allowed to re-submit applications and if so, the conditions for re-submission.
- Hold kick-off meetings with successful applicants to inform them of the expectation of the Government as well as the obligations of Grantees.
3.1 Introduction

The Secretariat is advised to draw up a funding agreement, seeking advice from the Department of Justice as necessary, which will become a legally binding funding agreement with each Grantee so that both parties are bound by the terms and conditions of the agreement. The agreement has to clearly specify the rights and obligations of both parties. Also, the expected standards of the funded project or activity have to be clearly specified in the agreement. The following key terms and conditions are recommended to be included in the agreement.

3.2 Terms and Conditions

3.2.1 Probity Clauses

To uphold the integrity standard of the Grantee, the funding agreement is recommended to specify that the Grantee shall:

- advise its employees, subcontractors, agents and other personnel who are in any way involved in the funded project that they are not allowed to offer or solicit or accept from any person any money, gifts or other advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the project;

- be liable for any loss or damage to the Secretariat arising from the termination of the agreement where the termination is attributed to the commitment of any offence under the Prevention of Bribery Ordinance (Cap. 201) in relation to the funded project by the Grantee, its employees, subcontractors, agents or other personnel who are in any way involved in the project;
ensure, during the agreement period, that it (including its employees, subcontractors, agents or other personnel) shall not undertake any service, task or job or do anything whatsoever for or on behalf of the Grantee or any third party (other than in the performance of the agreement) which conflicts, or which may be perceived to conflict, with the Grantee’s duties to the Secretariat under the agreement unless and to the extent the Secretariat has been fully informed by the Grantee in a timely manner of all the circumstances in which the permission is sought; and

notify the Secretariat in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal, or other interests of the Grantee or any of its directors, employees, agents, and contractors, or any of their respective associates or associated persons, conflict or compete, or may conflict or compete, with the Grantee’s duties to the Secretariat under the agreement.

### 3.2.2 Reporting Requirements

To enable the Secretariat to monitor compliance with the funding agreement and progress of the funded project, the funding agreement is recommended to specify that Grantee shall submit the following reports:

- Progress reports ([Appendix 3](#)) to the Secretariat in accordance with a specified schedule.

- Financial reports ([Appendix 4](#)) to the Secretariat in accordance with the specified schedule. Supporting documents such as certified true copies of invoices/receipts and bank statements, etc. are required to be submitted together with the reports.

- A completion report ([Appendix 5](#)) to the Secretariat within a specified timeframe upon completion of the project or early termination of the agreement.
An audited account report, containing statements by an auditor expressing his opinion on whether the Grantee has complied with the conditions of the funding agreement and the audited account is prepared in accordance with the terms and conditions of the agreement, and showing a true and fair view of the state of affairs of the Grantee as well as the operations of the Grantee in relation to the project for the period that the audited account covers, to the Secretariat within a specified timeframe upon completion/termination of the agreement.

3.2.3 Record Keeping and Corruption Prevention Review

To facilitate monitoring and evaluation of project effectiveness, and make sure fund-related records are properly kept, it is recommended to specify in the funding agreement that the Grantee shall:

- maintain, during the continuance of the agreement and for a minimum period of another 7 years after the end of the Government’s financial year in which the project is completed or the agreement is terminated, full and proper books of accounts and records in respect of the funded project;

- allow the Secretariat and its respective authorised persons to conduct random on-site checks, access to all or any of the aforesaid books and records for conducting audit, inspection, verification and copying from time to time upon reasonable notice during the continuance of the agreement and the seven-year period; and

- allow ICAC to inspect the books and documents, examine the management and control measures in relation to the funded project for corruption prevention review.

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1 The auditor should be a certified public accountant holding a practising certificate within the meaning of Professional Accountants Ordinance (Cap. 50).
3.2.4 Assignment of Agreement

To prevent abuse of funds, the funding agreement is recommended to specify that the Grantee:

- must not assign, transfer, sub-contract or otherwise dispose of any or all of its interests, rights, benefits or obligations under the agreement without the written consent of the Secretariat on behalf of the Funding Committee; and
- must seek the approval of the Secretariat before engaging the services of independent contractors of its own to assist it with its duties under the agreement, and the Grantee shall:
  - not be relieved from any of its obligations and duties under the agreement by engaging any such independent contractors and shall remain liable to the Secretariat for the performance of such obligations and duties;
  - remain liable for any act or omission of any such independent contractors as if such act or omission were its own; and
  - secure binding obligations from all such independent contractors so as to ensure that the Grantee can comply with its obligations under the agreement.

3.2.5 Payment Arrangement

To ensure that government funds are disbursed in a prudent and accountable manner, the funding agreement should:

- specify the payment arrangement to enhance accountability, e.g. grants should be paid to the Grantee on a reimbursement basis with the support of proper receipts/invoices, or by milestone payments subject to satisfactory progress or deliverables at various stages of the project.
empower the Secretariat to withhold payment of funds or any part thereof, and retrieve from the Grantee any unspent funds if in the opinion of the Secretariat:

- the Grantee has failed or is likely to fail to execute the project in accordance with the proposal; or
- any of the reports, financial statements or other deliverables submitted by the Grantee under the agreement are not up to the specified standards.

3.2.6 Financial Control Measures

To facilitate financial control, the following control measures are recommended:

- Request the Grantee to keep a designated bank account solely for depositing grant payments received and any fees collected, as well as for making payments in relation to the funded project.

- Restrict all withdrawals from the designated bank account to be made by at least two Grantee’s authorised signatories, whose appointments have been notified to the Secretariat.

- Specify the handling procedures for interest income, donations and sponsorships (e.g. whether donation/sponsorship to be returned to the Secretariat/donors or to be used as part of the project fund).

- For funding schemes with matching elements, specify the requirements and restrictions on matching arrangement:
  - specify whether donation/sponsorship other than cash donation/sponsorships would be accepted;
  - issue detailed guidelines on valuation of the donation in-kind/sponsorship in-kind and ensure that the assessed value is well supported by evidence.

- Limit any reallocation of funds to the approved items of the project only.
Specify a limit of the reallocated amount.

Require the Grantee to apply in writing, with supporting documentary evidence, for prior written approval from the Secretariat for those reallocations of funds which exceed the prescribed limit.

Instruct the Grantee to provide in each progress report, completion report and audited account information on such reallocation of funds.

Specify a limit for payment in cash for a single transaction, beyond which the approval of the Secretariat has to be sought.

Forbid the payment of additional emoluments out of the funds to any person who is or becomes remunerated or rewarded on a full-time basis for working on or otherwise involved in the project.

Prohibit the Grantee from making any claims against the funds in respect of remuneration or reward payable to any person other than remuneration or reward wholly, exclusively and necessarily attributable to that person’s service or services in carrying out the project.

Specify the expenses that may and may not be charged to project funds.

Introduce a recoupment or profit-sharing/revenue-sharing mechanism for projects with commercial elements, if considered necessary.

3.2.7 Failure to Comply with Funding Agreement

As a deterrent against misuse of public funds, the funding agreement should contain provisions allowing the Secretariat to:

- terminate the agreement after giving a specified advance notice in writing to the Grantee, if the Grantee:
  - fails to commence or proceed with the project with due diligence after the scheduled commencement date;
 breaches any of its undertakings as stated in the agreement or is persistently neglecting to carry out its obligations under the agreement;

✧ has, without the written consent of the Secretariat, assigned or purported to assign the whole or any part of the project or any interest or benefit in the project to any other third party;

✧ dies or becomes bankrupt or being a corporation in liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if a receiver has been appointed over any of its assets or in the case of an individual becoming bankrupt; or

✧ has provided or represented to the Secretariat any data, facts or information about the project which is incorrect, untrue or is intended to mislead the Secretariat.

Specify the consequences of failure to comply with the control measures set out in the funding agreement.

### 3.3 Operational Control Measures

#### 3.3.1 Deliverables and Outcomes

To assist evaluation of deliverables and effectiveness of funded projects, the funding agreement should:

✧ state the expected tangible deliverables and intangible outcomes, which should be specific and objectively measurable as far as practicable;

✧ require the Grantee to formulate and submit to the Secretariat an implementation plan which includes the schedule and details of the activities to be organised and state their relevance to the attainment of the project objectives;
list the key stages of implementation and the expected outcomes of each key stage so as to allow effective monitoring of project progress; and
require the Grantee to submit in writing to the Secretariat the request for endorsement of any variation of project deliverables.

3.3.2 Procurement of Goods and Services

make sure all purchases of goods, services and items of any value in relation to or for the purposes of the project are conducted in an open, fair and competitive manner;
seek advice from ICAC, where necessary, on the safeguards to prevent corrupt practices on procurement;
ensure that the expenditure incurred is within the ambit and the scope of the approved budget;
ensure goods and items procured are dedicated to the implementation of the project;
segregate the duties in the procurement process as far as possible, (e.g. assign different staff members to source suppliers/contractors for invitation of quotations/ tenders, approve quotations/tenders, and certify the goods/services received);
specify the approving authorities and the procurement methods for purchases of different values (e.g. open tendering for purchases of significant value or restricted tendering for minor purchases of specified amounts);
ensure that all purchases of goods, services and equipment of any value in relation to the project are made only from suppliers/service providers who are not associates or associated persons of the Grantees (or any of its directors and employees), unless the Funding Committee agrees otherwise;
establish a two-tier approval system so that award of any major contract (e.g. those exceeding a specified value is subject to enhanced checks and balances (e.g. to be recommended by a senior officer and approved by the Board of the Grantee) with supporting documents showing that the procurement process is fair, open and competitive);

- state the approving authorities for purchases by single source quotation or tender and require the staff concerned to give justifications in writing;

- include in the tender/quotation invitation document probity clauses (Appendix 6), prohibiting all bidders from offering or soliciting bribes in relation to the bidding exercise;

- incorporate anti-collusion clauses (Appendix 7) in the tender invitation documents, and require the bidders to submit, together with their bids, a declaration pledging compliance with the anti-collusion clause;

- add probity clauses in the contracts to be awarded (Appendix 8); and

- follow the procurement guidelines (Appendix 9) issued by the Secretariat.

### 3.3.3 Handling of Project Assets

- set out the monetary value above which assets procured for the project have to be recorded;

- specify the responsibility for maintenance and title to the project assets;

- require the Grantee to keep an assets register (Appendix 10) and to submit the updated register to the Secretariat on a regular basis;

- hold the Grantee responsible for maintaining all assets in serviceable condition until the assets are disposed of according to prescribed procedures;
require the Grantee to place on such items clear marks indicating ownership by the Secretariat and prohibit any attempt to remove, obscure or delete such marks;

forbid the Grantee to transfer, sell, mortgage or otherwise part with possession of such assets or do anything or purport to do anything inconsistent with the title of the Secretariat in such equipment;

require the Grantee to submit a technical certificate certifying that an asset is no longer serviceable or beyond economic repair prior to any disposal;

require the Grantee to ensure that all assets lost/stolen are properly reported to the police or the appropriate person, and adequate records are kept;

specify the procedures and methods of disposal of the assets purchased using the funds upon completion of the project or termination of the funding agreement;

require the Grantee to ensure that all disposed items are properly recorded in the assets register; and

establish a bring-up system to keep track of the progress of the disposal of the assets and whether the disposal has complied with the prescribed methods.

3.3.4 Recruitment of Project Staff

advertise job vacancies in local newspapers and/or other channels as approved by the Secretariat;

set out clearly in the advertisement the job descriptions and requirements, and other essential information such as the application deadline and the contact person for enquiries;

record systematically all applications received;

shortlist and select candidates based on predetermined criteria approved by the management and by more than one person, if possible;
form a recruitment panel to conduct selection interviews and skill tests as necessary;

device an objective assessment method and a standard form (Appendix II) to record assessment by individual panel members;

document properly the assessment of candidates and recommendations of panel members;

define clearly the approving authority for staff appointment; and

establish a two-tier approval system for hiring key personnel, with supporting documents showing that the recruitment process is fair, open and competitive.
4.1 Introduction

Following the approval of a funding application, the Secretariat and the Funding Committee have the duty to monitor the deliverables and performance of the Grantee, in particular on its compliance with the terms and conditions of the funding agreement, progress and standards of the funded projects or activities, etc.

Key Steps in Monitoring Funded Projects

Examination of Reports (para. 4.2)

Site Visits (para. 4.3)

Handling of Irregularities (para. 4.4)

Monitoring of Performance (para. 4.5)

Audit Checks (para. 4.6)

4.2 Examination of Reports

- Issue, within a specified timeframe from the date of its receipt of a progress or completion report, a notice in writing specifying whether the report is endorsed or not.

- Give reasons and specify the period within which the Grantee is required to perform remedial action if the Secretariat is not satisfied with the progress or completion report.
- Require the Grantee to immediately provide clarification and additional information on the contents of any progress or completion report upon request of the Secretariat.

- Scrutinise the financial report and the supporting documents to see if there are any irregularities.

- Cross check the Grantee’s reimbursement claim forms against its audited accounts and make adjustments if appropriate, in subsequent reimbursement.

- Ensure that the balance in the financial report tallies with the bank statements.

- Examine the auditor’s reports (para. 3.2.2) submitted by the Grantee to ensure, inter alia, inclusion of the auditor’s opinion as to whether the Grantee has complied with the conditions of the funding agreement has been included.

### 4.3 Site Visits

- Select projects for periodic site visits based on a risk assessment approach, e.g. projects with problems or irregularities detected are subject to a higher frequency of site visits.

- Draw up a schedule of random visits (including surprise visits as appropriate) to check Grantee’s compliance with the pledged project, deliverables and funding conditions (e.g. equipment procured, number of staff recruited, etc.).

- Document justifications in case site visits have not been conducted according to the schedule.

- Devise a bring-up system to ensure that scheduled visits are conducted.

- Issue a standard inspection report form (Appendix 12) for Secretariat staff to record the inspection findings.
Send a copy of the inspection report to the Grantee for follow-up actions/reference.

Compile periodic management information reports to bring the attention of the Funding Committee to special inspection findings.

4.4 Handling of Irregularities

Issue guidelines to set out measures (e.g. reminders and warning letters) and regulatory actions (\textit{paras. 3.2.5 & 3.2.7}) to be taken when irregularities are detected.

Ensure that the regulatory action imposed is proportionate to the degree of severity and frequency of the irregularity detected.

Provide and document justifications for deviation from the guidelines in handling irregularities.

Compile periodic management information reports for information of the Funding Committee to monitor the irregularities detected and the progress of the rectification actions taken.
4.5 Monitoring of Performance

- Issue guidelines for Secretariat staff to evaluate the performance of the Grantee to ensure consistency, preferably focusing on outcome-based targets.
- Record any adverse performance of the Grantee, in particular defaults in deliverables or bankruptcy cases, and retrieve the track records when evaluating future applications.
- Collect feedback from participants/stakeholders of funded projects/activities, if any, to gather first-hand information.
- Participate in major activities of the projects to gather first-hand information for evaluation.
- Hold wash-up meeting with the Grantee after a project is completed to evaluate the effectiveness of the project and to draw lessons for future reference.

4.6 Audit Checks

- Set the criteria for selecting projects for audit checks.
- Arrange the Funding Committee members and/or independent examiners to carry out audit checks on the project, having regard to the nature of the project.
- Require a member who is involved in a funded project (e.g. as a consultant, contractor or even as an employee) to, other than declaring conflict of interest (\textit{para. 1.2.2}), refrain from auditing his own project.
Check the Grantee’s books and records regarding the income and expenditure to see whether there are any discrepancies with the financial reports.

Review the Grantee’s staff recruitment processes and procurement procedures for the project to ensure compliance with the terms and conditions of the agreement.

Perform physical inspection on the registered assets.

Issue an audit report to ensure that all the audit items have been covered.

Highlight any discrepancies/irregularities identified during the audit in the audit report.

4.7 Public Monitoring

Publicise the following information to enhance accountability and public monitoring:

- annual budgets, financial statements, annual reports and performance measures relating to the fund and;
- information on funded projects along with their completion reports.
I Preamble

The [Name of Funding Committee] (the Committee) is fully committed to the principle of honesty, integrity and fair play in the conduct of its business. To uphold public trust and protect public interest, it is important for all Committee Members to handle the Committee’s business in a just and impartial manner so that the Committee’s reputation will not be tarnished by dishonesty, impropriety or corruption. To this end, this Code of Conduct sets out the standard of behaviour expected of all Committee Members.

II General Standards

1. A Committee Member shall ensure that his conduct would not bring the Committee into disrepute.

2. A Committee Member shall not at any time or in any respect do anything which may compromise or impair his integrity, impartiality, objectivity or ability to perform Committee duties.

3. A Committee Member shall adhere to the spirit and the letter of any rules or orders made for the Committee’s practices and procedures or for Committee Members’ behaviour in relation to the business of the Committee.
III Specific Standards

1. Provisions of Prevention of Bribery Ordinance

Subject to paragraph 2 below, Members of the Committee are prohibited from soliciting or accepting any advantages from any persons having official dealings with the Committee. They are governed by Section 9 of the Prevention of Bribery Ordinance (POBO, Cap. 201) (and other provisions where appropriate). A Committee Member commits an offence under POBO if he, without the Committee's permission, solicits or accepts any advantage in connection with the Committee’s business. Members should also note that one may commit an offence under the POBO irrespective of whether he, or any other person acting on his behalf, directly or indirectly solicits or accepts any advantage, and whether for himself or for any other person. *Annex 1* provides the full text of POBO Section 9 and the legal definition of an advantage.

2. Acceptance of Advantages

2.1 Gift/souvenir presented to Committee Member in his capacity as such

(a) A gift/souvenir presented to a Committee Member in his capacity as such should be regarded as a gift/souvenir to the Committee (e.g. a gift/souvenir presented by a grantee to a Committee Member invited in his capacity as such or representing the Committee to officiate at a ceremony).

(b) A Committee Member should as far as possible decline to accept advantages offered/presented to him by virtue of his official position. Where this cannot be done (e.g. owing to protocol reasons or the need to avoid causing offence or embarrassment, such as where a gift is offered/presented to a Member when attending a ceremonial occasion in his official capacity), he should take it back to the Committee and follow the procedures set out in *Annex 2* for the disposal of gifts/souvenirs received in the above circumstance.
2.2 **Sponsorship offered to Committee Member in his capacity as such**

(a) Committee Member may be offered sponsorships in his capacity as such by person/grantee other than the Committee itself for official purposes such as attending local/overseas conference, convention, product trial activity, etc. Such sponsorship should be regarded as sponsorships offered to the Committee and referred to the Committee for consideration of acceptance.

(b) The Committee should consider whether it is appropriate to accept the offer based on the following general criteria:

(i) acceptance of the sponsorship will benefit the Committee as a whole and not bring the Committee into any disrepute;

(ii) the Committee will not feel obliged to do something in return for the offeror;

(iii) acceptance will not give rise to any actual or perceived conflict of interest (e.g. the offeror is a supplier/contractor bidding for the Committee’s, Secretariat’s or Grantees’ contracts);

(iv) the sponsorship is not excessive in value or frequency; and

(v) the offeror will not be given or be perceived to derive an unfair advantage over other persons or organisations.

(c) If the Committee decides to accept the sponsorship, it should then select a suitable Member to attend the sponsored activity on its behalf.

2.3 **Advantage offered to Committee Member in his private capacity**

(a) Where a Committee Member is offered an advantage in his private capacity, he may accept it if –

(i) the acceptance will not affect the performance of his duties as a Committee Member; and

(ii) he will not feel obliged to do something in return in connection with Committee business for the offeror.

(b) If a Committee Member feels that he would be obliged to reciprocate an advantage by returning to the offeror a favour connected with any Committee business, he should decline the offer.
(c) When a Committee Member is in doubt as to whether he should accept an offer of advantage, it is advisable for him to apply the “sunshine test”\textsuperscript{Note} and consult the Committee Chairman or Secretariat.

3. **Acceptance of Entertainment**

A Committee Member should not accept entertainment from persons/organisations who/which have an interest in any matters under consideration by the Committee or with whom/which he has official dealings, in order to avoid embarrassment or give the perception of the loss of objectivity when considering or giving his views on matters concerning these persons/organisations.

4. **Conflict of Interest**

4.1 **Definition**

A conflict of interest situation arises when the private interest of a Committee Member competes or conflicts with the interest of the Committee. “Private interest” includes both the financial and other interests of Members and those of their connections, including family members, relatives, friends, clubs and societies to which they belong, as well as people to whom they owe a favour or are obligated in any way.

4.2 **Managing conflict of interest**

(a) Managing conflict of interest is important to good governance and maintaining public trust in the Committee. Conflict of interest if improperly managed, may give rise to criticism of favouritism, abuse of authority or even allegation of corruption and undermine the integrity of Committee Members, their decisions and eventually the Committee.

(b) A fundamental integrity requirement is that all Members should avoid situations which may compromise (or be seen to compromise) their personal judgement or integrity at work or lead to conflict of interest.

\textsuperscript{Note} In the sunshine test, the person concerned should ask himself if he would be happy to openly discuss with the general public what he is doing. If he feels uncomfortable about that, what he is doing is probably conflicting with the ethical standard generally accepted.
(c) When a situation involving a conflict of interest cannot be avoided, Members should as soon as possible make full disclosure of all relevant interests which conflict, may conflict or may be seen to conflict with their official duties. The basic principle to be observed is that Members’ advice should be disinterested and impartial and it is the responsibility of each Member to judge and decide if the situation warrants a declaration, and to seek a ruling from the Chairman or the Secretary in case of doubt.

(d) There are circumstances in which a tie of kinship or friendship, or some other association or loyalty which does not give rise to a financial interest, can influence the judgement of a Member in discharging his official duties, or may reasonably be perceived as having such an influence. As such, a Member’s duty to avoid or declare a conflict of interest goes beyond the disclosure of interests that are definable in pecuniary terms. Committee Members shall comply with the guidelines on declaration of interests in Annex 3.

4.3 Committee Members applying for the Funds

As a matter of principle, Committee Members should avoid applying for the funds with the Committee in their personal capacity to prevent the public perception of Committee Members using their capacity to obtain financial gains from the Committee. Where this is unavoidable, Committee Members shall adhere to the guidelines on managing possible conflict of interest in applying for the funds as set out in Annex 4.

4.4 Committee Members bidding for the Committee/Secretariat’s contracts

As a matter of principle, Committee Members should avoid entering into any business contract (e.g. for the supply of goods or services) with the Committee/Secretariat in their personal capacity to prevent the public perception of Committee Members using their capacity to obtain financial gains from the Committee/Secretariat. Where this is unavoidable, Committee Members shall adhere to the guidelines on managing possible conflict of interest in bidding for the Committee/Secretariat’s business contracts as set out in Annex 5.
5. Use of Confidential or Privileged Information

(a) A Committee Member shall not take advantage of, or let any person or organisation benefit from, the confidential or privileged information obtained in his capacity as a Committee Member.

(b) A Committee Member shall not disclose any confidential or privileged information of the Committee to any party unless he is authorised to do so.

6. Allocation of Funds

(a) Committee Members shall ensure that all the funds are allocated in a prudent and responsible manner to safeguard public interest. They should only approve fund applications which fall within the objective of the fund, and meet the eligibility and assessment criteria.

(b) Committee Members shall particularly ensure that an open, fair and competitive mechanism is adopted for the assessment of fund applications and selection of grantees.

7. Use of Funds for Managing the Funding Scheme

(a) Committee Members shall ensure that all the public funds are used in a prudent and responsible manner to safeguard public interest. They should only approve funds for any project/activity/expenditure item which falls within the ambit of the fund.

(b) Committee Members shall particularly ensure that an open, fair and competitive mechanism is adopted for the procurement of goods/services and recruitment of staff for the Committee.

8. Misuse of Capacity as a Committee Member

(a) Persons occupying public offices are placed in a position of trust and entrusted with certain powers by the public. Our society expects public officials in such a position to exercise the powers and discretions with integrity and fidelity, and in an incorrupt manner to serve the public interest, and should not subordinate the public interest to private interests.
(b) Members should act impartially and should not use their official position for personal gains nor accord preferential treatment to organisations or persons with whom they have connections. They should not use or permit the use of their official position or title or an authority associated with their public office in a manner that is intended to coerce or induce another person to provide any benefit to himself or his relations, friends or associates. Nor should they use their official position or title in a manner that could reasonably be construed to imply that the Committee sanctions or endorses their personal activities or those of another.
Section 9 - Corrupt transaction with agents

(1) Any agent who, without lawful authority or reasonable excuse, solicits or accepts any advantage as an inducement to or reward for or otherwise on account of his –

(a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or

(b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,

shall be guilty of an offence.

(2) Any person who, without lawful authority or reasonable excuse, offers any advantage to any agent as an inducement to or reward for or otherwise on account of the agent's –

(a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or

(b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,

shall be guilty of an offence.

(3) Any agent who, with intent to deceive his principal, uses any receipt, account or other document -

(a) in respect of which the principal is interested; and

(b) which contains any statement which is false or erroneous or defective in any material particular; and

(c) which to his knowledge is intended to mislead the principal,

shall be guilty of an offence.

(4) If an agent solicits or accepts an advantage with the permission of his principal, being permission which complies with subsection (5), neither he nor the person who offered the advantage shall be guilty of an offence under subsection (1) or (2).
For the purposes of subsection (4) permission shall -

(a) be given before the advantage is offered, solicited or accepted; or

(b) in any case where an advantage has been offered or accepted without prior permission, be applied for and given as soon as reasonably possible after such offer or acceptance,

and for such permission to be effective for the purposes of subsection (4), the principal shall, before giving such permission, have regard to the circumstances in which it is sought.

**Definition of an Advantage (Section 2)**

"Advantage" means:

(a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;

(b) any office, employment or contract;

(c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;

(d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;

(e) the exercise or forbearance from the exercise of any right or any power or duty; and

(f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e).

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap. 554), particulars of which are included in an election return in accordance with that Ordinance.

**Definition of Entertainment (Section 2)**

The provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

**Section 19 – Custom not to be a Defence**

In any proceedings for an offence under the Ordinance, it shall not be a defence to show that any such advantage as is mentioned in the Ordinance is customary in any profession, trade, vocation or calling.
Annex 2

Procedures for Handling Gifts/Souvenirs
Given to Committee Members in their Official Capacity

All gifts/souvenirs received by Members of the Committee in their official capacity should be forwarded to the Secretariat of the Committee for disposal in the following manner:

(a) If the gift/souvenir is of a perishable nature (e.g. food or drink, etc.), it may be shared among Committee Members and Secretariat staff on a suitable occasion, or donated to charitable organisations.

(b) If the gift/souvenir is a useful item, it may be retained and used by the Committee, or donated to charitable organisations.

(c) If the gift/souvenir is suitable for display (e.g. a painting, vase, etc.), it may be displayed at appropriate locations of the Committee/Secretariat’s office [or premises].

(d) If the gift/souvenir has a value below HK$_______, it may be donated as a prize in functions organised by the Committee/Secretariat.

(e) If the gift/souvenir is a personal item with a value below HK$_______, such as a plaque or pen inscribed with the name of the recipient, it may be retained by the recipient.

(f) If the gift/souvenir is distributed to all participants in public activities, such as a ball pen, file folder or key holder, etc., it may be retained by the recipient.

(g) Any gift/souvenir of high value should be returned to the offeror.
Annex 3

Guidelines on Declaration of Interests by Committee Members

General Principles

In view of the importance of the role of Committee Members, two-tier reporting system is adopted. The first tier is to require a Member to register his interests upon appointment in a prescribed form (Annex 6). The second tier is when a Committee Member (including the Chairman) has an actual or potential conflict of interest in any matter under consideration by the Committee, he should, as soon as practicable after he has become aware of it, make a declaration to the Chairman (or the Committee) through the reporting channel using a prescribed form (Annex 7). The basic principle to be observed is that Members’ advice should be disinterested and impartial and it is the responsibility of each Member to judge and decide if the situation warrants a declaration, and to seek a ruling from the Chairman in case of doubt.

It is impossible to define or describe all the situations that would call for such a declaration, because each individual case differs, and because of the difficulty of catering for unusual and unforeseen circumstances. On the other hand, it is not intended that a Member should make a declaration of interest simply because the Committee is considering a matter in which he has knowledge or experience.

Potential Conflict of Interest Situations

The following are potential conflict of interest situations:

(1) Pecuniary interests in a matter under consideration by the Committee, held either by the Member or by any close relative of his. The Member himself is the best judge of who, in the particular circumstances, is a “close relative”.

(2) A directorship, partnership, advisory or client relationship, employment or other significant connection with a company, firm, club, association, union or organisation which is connected with, or the subject of, a matter under consideration by the Committee.

(3) Some friendships which might be so close as to warrant declaration in order to avoid the situations where an objective observer may believe that a Member’s advice has been influenced by the closeness of the association.

(4) A Member who, as a barrister, solicitor, accountant or other professional adviser, has personally or as a member of a company, advised or represented or had frequent dealings with any person or body connected with a matter being considered by the Committee.

(5) Any interest likely to lead an objective observer to believe that the Member’s advice may have been motivated by personal interest rather than a duty to give impartial advice.

(6) A Member is an applicant of the funding scheme.

(7) A Member is a service provider or contractor of the Grantee.
Register of Members' Interests

(1) Members shall register in writing their personal interests, direct or indirect, pecuniary or otherwise, when they first join the Committee, and annually thereafter, to the Secretariat.

(2) The types of interests required for registration shall include:
   (1) Proprietorships, partnerships or directorships of companies;
   (2) Remunerated employments, offices, trades, professions or vocations;
   (3) Shareholdings in a publicly listed or private company (e.g. 1% or more of the company's issued share capital); and/or
   (4) Other declarable interests, taking into consideration the nature of work of the Committee.

(3) A register of members' interests shall be kept by the Secretariat which should be made available for inspection on request by the public.

Declaration of Interests at Meetings

(1) When a known direct pecuniary interest exists, the Secretariat may withhold circulation of relevant papers to the Member concerned. Where a Member is in receipt of a paper for discussion which he knows presents a direct conflict of interest, he should immediately inform the Secretary and return the paper.

(2) If a Member (including the Chairman) has any direct personal or pecuniary interest in any matter under consideration by the Committee, he must, as soon as practicable after he has become aware of it, disclose to the Chairman (or the Committee) prior to the discussion of the item.

(3) The Chairman (or the Committee) shall decide whether the Member disclosing an interest may speak or vote on the matter, may remain in the meeting as an observer, or should withdraw from the meeting.

(4) If the Chairman declares an interest in a matter under consideration, the chairmanship may be temporarily taken over by the Vice-Chairman, or a Member appointed by a majority of votes if the Vice-Chairman is not present.

(5) All cases of declaration of interests shall be recorded in the minutes of meeting.
Annex 4

Guidelines on Managing Possible Conflict of Interest Arising from Committee Members Applying for Funds

(1) If a Committee Member receives his own application for assessment, he should declare an interest and return all applications and associated papers in the same batch to the Secretariat.

(2) The Committee Member who has filed an application for funds should not take part or be present at any subsequent discussions or meetings concerning the assessment, and should be prohibited from access to any information in relation to other applications in the same batch.

(3) If a Committee Member has failed to declare an interest to apply but subsequently revealed by other Members, his application should be disqualified.
Annex 5

Guidelines on Managing Possible Conflict of Interest Arising from Committee Members Bidding for Contracts of the Committee/Secretariat

(1) When the need for a business contract is discussed, Committee Members should be asked at the outset to declare whether they or any company associated with them are interested in bidding for the contract.

(2) The Committee Members who have declared an interest to bid should not take part or be present at any subsequent discussions or meetings concerning the proposed contract, and should be prohibited from access to any information in relation to the contract (other than in the capacity of a bidder).

(3) The Committee Members who have not declared an interest to bid (and the companies concerned) should not be allowed to bid subsequently.

(4) When a Committee Member (or a company associated with him) has expressed an interest to bid, the Committee should ascertain whether any information relating to the contract has already come to the possession of the Committee Member in the course of his duties as a Member. If so, such information should be made available to other bidders as well to ensure a level playing field.

(5) If a Committee Member (or a company associated with him) has put in a bid, care should be taken to ensure that he subsequently has no access to the submitted tender documents which may contain commercially sensitive information.

(6) Bidders’ identities should be anonymised before the evaluation of bids if a Committee Member (or a company associated with him) is one of the bidders.

(7) If a Committee Member (or a company associated with him) is successful in bidding for the contract, he should withdraw from all discussions relating to the contract, except when attending in the capacity of a supplier or a service provider.

(8) The facts of any Committee Member being awarded a contract of the Committee will be published in the Committee’s website and annual report for public information where practicable.
Register of Interests

(Name ____________) requests that the interests listed below should be included in the Register of Members’ Interests.

(1) Proprietorships, partnerships or directorships of companies, public or private

(2) Remunerated employments, offices, trades, professions or vocations

(3) Shareholdings in companies, public or private (1% or more of the company’s issued share capital)

(4) Other declarable interests (To be specified by the Committee taking into account the Committee’s nature of business)

Signed : _______________

Date : _______________

Note: The information provided in the form may be disclosed to the public in connection with your appointment as a Member/the Chairman of the [Funding Committee].
Annex 7

Declaration of Conflict of Interest by Committee Members

Part A – Declaration (To be completed by Declaring Member)

To: Chairman of the Committee

I would like to report the following existing/potential* conflict of interest situation in relation to the discussion item:-

i) Matter to be discussed by the Committee

ii) Brief description of my connection with the matter in (i) above (e.g. directorship in a company which is connected with the matter)

___________________________
[Name of Declaring Member]

[Date]

Part B – Acknowledgement (To be completed by Chairman)

To: [Declaring Member]

Acknowledgement of Declaration

The information contained in your declaration form of [Date] is noted. It has been decided that:-

☐ You may continue to speak and vote on the matter as described in Part A, provided that there is no change in the information declared above.

☐ You may continue to speak but should not vote on the matter as described in Part A, provided that there is no change in the information declared above.

☐ You may remain in the meeting as an observer on the matter as described in Part A, provided that there is no change in the information declared above.

☐ You should withdraw from the meeting and immediately return to the secretary any documents regarding the matter sent to you earlier.

☐ Others (please specify):

_____________________________
[Name of Chairman]
Chairman of the Committee

[Date]

* Please delete as appropriate
Ethical Commitment

1. The [Name of Grantee] (hereafter referred to as the Organisation) regards honesty, integrity and fair play as our core values that must be upheld by all directors and staff of the Organisation at all times. This Code sets out the basic standard of conduct expected of all directors and staff members and our policy on acceptance of advantage and handling of conflict of interest when dealing with the Organisation’s business.

Prevention of Bribery

2. The Organisation prohibits all forms of bribery and corruption. All directors and staff are prohibited from soliciting, accepting or offering any bribe in conducting the Organisation’s business or affairs, whether in Hong Kong or elsewhere. In conducting all business or affairs of the Organisation, they must comply with the Prevention of Bribery Ordinance (POBO) of Hong Kong and must not:

(a) solicit or accept any advantage from others as a reward for or inducement to doing any act or showing favour in relation to the Organisation’s business or affairs, or offer any advantage to an agent of another as a reward for or inducement to doing any act or showing favour in relation to his principal’s business or affairs;

(b) offer any advantage to any public servant (including Government / public body employee) as a reward for or inducement to his performing any act in his official capacity or his showing any favour or providing any assistance in business dealing with the Government / a public body; or

(c) offer any advantage to any staff of a Government department or public body while they are having business dealing with the latter.

(The relevant provisions of the POBO are at Annex 1.)

1 “Staff” cover full-time, part-time and temporary staff.
Acceptance of Advantage

3. It is our policy that directors and staff members should not solicit or accept any advantage for themselves or others, from any person, company or organisation having business dealings with the Organisation (e.g. service recipients, suppliers, contractors) or any subordinates, except that they may accept (but not solicit) the following advantages when offered on a voluntary basis:

(a) advertising or promotional gifts or souvenirs of a nominal value;

(b) gifts given on festive or special occasions subject to a maximum limit of HK$\ldots\ldots\ldots$ in value; or

(c) discounts or other special offers from any person or company, on terms and conditions equally applicable to other customers in general.

4. Gifts or souvenirs in described in paragraph 3(a) that are presented to directors and staff in official functions are deemed as offered to the Organisation. The recipient should report the acceptance to the Organisation and seek direction on its disposal from [the approving authority]\footnote{Specify the post of the approving authority in the Code and the Form.} using Form A (Annex 2). If a director or staff member wishes to accept any advantage not covered in paragraph 3, he/she should seek permission from [the approving authority] using Form A.

5. However, a director or staff member should decline an offer of advantage if the acceptance could affect his/her objectivity in conducting the Organisation’s business or induce him/her to act against the interest of the Organisation, or acceptance will likely lead to perception or allegation of impropriety.

6. If a director or staff member has to act on behalf of a client in the course of carrying out the Organisation’s business, he/she should also comply with any additional restrictions on acceptance of advantage that may be set by the client (e.g. directors and staff members performing any duties under a government or public body contract will normally be prohibited from accepting advantages in relation to that contract).
Offer of Advantage

7. Directors and staff members are prohibited from offering advantages to any staff member of the Secretariat, members of the Funding Committee or any director, staff member or agent of another company or organisation, whether directly or indirectly through a third party, for the purpose of influencing such person in any dealings, or any public official, whether directly or indirectly through a third party, when conducting the Organisation’s business. Even when an offer of advantage carries no intention of improper influence, it should be ascertained that the intended recipient is permitted by his employer/principal to accept it under the relevant circumstance before the advantage is offered.

Entertainment

8. Although entertainment\(^3\) is an acceptable form of business and social behaviour, a director or staff member should avoid accepting lavish or frequent entertainment from persons with whom the Organisation has business dealings (e.g. service recipients, suppliers or contractors) or from his/her subordinates to avoid placing themselves in a position of obligation.

Records, Accounts and Other Documents

9. Directors and staff members should ensure that all record, receipt, account or other document they submit to the Organisation gives a true representation of the events or business transactions reported in the document. Intentional use of documents containing false information to deceive or mislead the Organisation, regardless of whether there is any gain or advantage involved, may constitute an offence under the POBO.

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\(^3\) Entertainment refers to "entertainment" as defined in the POBO, i.e. food or drink provided for immediate consumption on the occasion, and any other entertainment provided at the same time.
Compliance with Laws of Hong Kong and in Other Jurisdictions

10. Directors or staff members must comply with all local laws and regulations when conducting the Organisation’s business, and also those in other jurisdictions, when conducting business there or where applicable\(^4\).

Conflict of Interest

11. Directors and staff members should avoid any conflict of interest situation (i.e. situation where their private interest conflicts with the interest of the Organisation) or the perception of such conflicts. They should not misuse their position or authority in the organisation to pursue their own private interests. Private interest includes both financial and personal interests of the director/staff member and those of his/her connections including family and other relations, personal friends, the clubs and societies to which he/she belongs, and any person to whom he/she owes a favour or obligated in any way. When actual or potential conflict of interest arises, the director or staff member should make a declaration to the management through the reporting channel using Form B (Annex 3). Failure to do so may give rise to criticism of favouritism, abuse of authority or even allegation of corruption.

12. Some common examples of conflict of interest are described below but they are by no means exhaustive:

(a) A staff member involved in a procurement process is closely related to or has beneficial interest in a supplier being considered by the Organisation.

(b) One of the candidates under consideration in a recruitment or promotion exercise is a family member, a relative or a close personal friend of the staff member responsible for the exercise.

\(^4\) Some other countries’ anti-bribery laws have provisions with extra-territorial effect, e.g. the UK’s Bribery Act 2010, the USA’s Foreign Corrupt Practices Act.
(c) A director of the Organisation has financial interest in a company whose quotation or tender is under consideration by the Organisation.

(d) A staff member accepts frequent or lavish entertainment from the Organisation’s service recipients, suppliers or contractors.

(e) A staff member (full-time or part-time) undertaking part-time work with a contractor whom he is responsible for monitoring.

Misuse of Official Position, Organisation Assets and Information

13. Directors and staff must not misuse their official position in the Organisation to pursue their own private interests, which include both financial and personal interests and those of their family members, relatives or close personal friends.

14. Directors and staff members in charge of or having access to any assets of the Organisation, including funds, property, information, and intellectual property should use them solely for the purpose of conducting the Organisation’s business. Unauthorised use, such as misuse for personal interest, is strictly prohibited.

15. Directors and staff members should not disclose any classified information of the Organisation without authorisation or misuse any such information (e.g. unauthorised sale of the information). Those who have access to or in control of such information, including information in the Organisation’s computer system, should at all times ensure its security and protect the information from any abuse, unauthorised disclosure or misuse of the information. Special care should be taken in the use of any personal data, including directors’, staff’s, service recipients’ and customers’ personal data, to ensure compliance with the Personal Data (Privacy) Ordinance (Cap. 486) and the Organisation’s data privacy policy.
Outside Employment

16. If a staff member wishes to take up employment outside the Organisation, he/she must seek the prior written approval of [the approval authority]. [The approving authority] should consider whether the outside employment would give rise to a conflict of interest with the staff member’s duties in the Organisation or the interest of the Organisation.

Relationship with Suppliers, Contractors and Service Recipients

Gambling

17. Directors and staff members are advised not to engage in frequent gambling activities (e.g. mahjong) with persons having business dealings with the Organisation. In social games of chance with service recipients, suppliers or business associates, they must exercise judgment and withdraw from any high stake games.

Loans

18. Directors and staff members should not accept a loan from, or through the assistance of, any individual or organisation having business dealings with the Organisation. There is, however, no restriction on borrowing from a licensed bank or financial institution.

[The Organisation may wish to include other guidelines on the conduct required of directors and staff in their dealings with suppliers, contractors, service recipients, and other business partners as appropriate.]

Compliance with the Code

19. It is the responsibility of every director and staff member of the Organisation to understand and comply with this Code, whether performing the duties of the Organisation in or outside Hong Kong. Managers and supervisors should also ensure that the staff under their supervision understand well and comply with this Code.
20. Any director or staff member in breach of the Code will be subject to disciplinary action, including termination of appointment. Any enquiries about this Code or reports of possible breaches of this Code should be made to [Post of Designated Senior Staff Member of the Organisation]. In case of suspected corruption or criminal offences, a report will be made to the ICAC or the appropriate law enforcement agencies.

______________________________
[Name of Organisation]

[Date]
Annex 1

Extracts from the Prevention of Bribery Ordinance
(Cap. 201, Laws of Hong Kong)

Section 9 - Corrupt transaction with agents

(1) Any agent who, without lawful authority or reasonable excuse, solicits or accepts any advantage as an inducement to or reward for or otherwise on account of his –

(a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or

(b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,

shall be guilty of an offence.

(2) Any person who, without lawful authority or reasonable excuse, offers any advantage to any agent as an inducement to or reward for or otherwise on account of the agent's –

(a) doing or forbearing to do, or having done or forborne to do, any act in relation to his principal's affairs or business; or

(b) showing or forbearing to show, or having shown or forborne to show, favour or disfavour to any person in relation to his principal's affairs or business,

shall be guilty of an offence.

(3) Any agent who, with intent to deceive his principal, uses any receipt, account or other document -

(a) in respect of which the principal is interested; and

(b) which contains any statement which is false or erroneous or defective in any material particular; and

(c) which to his knowledge is intended to mislead the principal,

shall be guilty of an offence.

(4) If an agent solicits or accepts an advantage with the permission of his principal, being permission which complies with subsection (5), neither he nor the person who offered the advantage shall be guilty of an offence under subsection (1) or (2).
(5) For the purposes of subsection (4) permission shall -

(a) be given before the advantage is offered, solicited or accepted; or

(b) in any case where an advantage has been offered or accepted without prior permission, be applied for and given as soon as reasonably possible after such offer or acceptance,

and for such permission to be effective for the purposes of subsection (4), the principal shall, before giving such permission, have regard to the circumstances in which it is sought.

Definition of an Advantage (Section 2)

“Advantage” means:

(a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;

(b) any office, employment or contract;

(c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;

(d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;

(e) the exercise or forbearance from the exercise of any right or any power or duty; and

(f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e).

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap. 554), particulars of which are included in an election return in accordance with that Ordinance.

Definition of Entertainment (Section 2)

The provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

Section 19 – Custom not to be a Defence

In any proceedings for an offence under the Ordinance, it shall not be a defence to show that any such advantage as is mentioned in the Ordinance is customary in any profession, trade, vocation or calling.
[Name of Grantee]

Report on Gifts/Advantages Received

Part A – To be completed by Receiving Staff

To: [Approving Authority]

Description of Offeror:

- Name & Title:
- Company:
- Relationship (Business / Personal):

Occasion on which the Gift/Advantage was/is to be received:

Description & (assessed) Value of the Gift/Advantage:

Suggested Method of Disposal:

- Retain by the Receiving Staff
- Retain for Use / Display / as a Souvenir in the Office
- Share among service recipients or the Office
- Reserve as Lucky Draw Prize at a Staff Function
- Donate to another Charitable Organisation
- Return to Offeror
- Others (please specify):

Remark

[Name of Receiving Staff]

[Title]

[Date]

-------------------------------------------------------------------------------------------------------------------

Part B – To be completed by Approving Authority

To: [Name of Receiving Staff]

The recommended method of disposal is *approved / not approved. *The gift(s)/advantage(s) concerned should be disposed of by way of:

[Name of Approving Authority]

[Title]

[Date]

* Please delete as appropriate.

[Name of Receiving Staff]

[Title]

[Date]
Annex 3
Declaration of Conflict of Interest

[Name of Grantee]

Part A – Declaration (To be completed by Declaring Staff)
To: [Approving Authority]

I would like to report the following existing/potential* conflict of interest situation arising during the discharge of my official duties:

<table>
<thead>
<tr>
<th>Persons/companies with whom/which I have official dealings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>My relationship with the persons/companies (e.g. relative)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Relationship of the persons/companies with the Organisation (e.g. supplier)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Brief description of my duties which involved the persons/companies (e.g. handling of tender exercise)</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

[Name of Declaring Staff]
[Title]
[Date]

Part B – Acknowledgement (To be completed by Approving Authority)
To: [Declaring Staff]

Acknowledgement of Declaration

The information contained in your declaration form of [Date] is noted. It has been decided that:

- [ ] You should refrain from performing or getting involved in performing the work, as described in Part A, which may give rise to a conflict.
- [ ] You may continue to handle the work as described in Part A, provided that there is no change in the information declared above, and you must uphold the Organisation’s interest without being influenced by your private interest.
- [ ] Others (please specify): ________________________________

[Name of Approving Authority]
[Title]
[Date]

* Please delete as appropriate
APPENDIX 3

SAMPLE PROGRESS REPORT FORM

Progress Report of Project

Reporting Period: From _____________ to _____________

Part A
Project No. : 
Project Title : 
Name of Grantee : 
Project Period : From _____________ to _____________

Part B

<table>
<thead>
<tr>
<th>Aspect#</th>
<th>Key Information#</th>
<th>Progress</th>
</tr>
</thead>
</table>
| 1. Project activity during the reporting period (for each individual activities) | i. Name of activity  
  ii. Date  
  iii. Time  
  iv. Venue  
  v. Number of participants |  |
| 2. Project variation*, if any, during the reporting period | i. Changes in the schedule of the programme  
  ii. Details of the deviation (e.g. qualification and quantification)  
  iii. Reallocation of funds  
  iv. Changes in project team composition  
  v. Other variations |  |
| 3. Deliverables disseminated | i. Project completion (in terms of percentage)  
  ii. Tangible deliverables  
  iii. Responses of the participants/recipient (hardcopy of feedback forms to be submitted) |  |

Name of Project Coordinator: __________________________ Name of Authorized Person: __________________________
Signature: __________________________ Signature: __________________________
Date: __________________________ Date: __________________________

# The aspects and information are for illustration purposes only. Secretariats should draw up the report aspects and information based on the deliverables, terms and specifications as stated in the funding agreement.

* For variations not covered by the terms of the Agreement, a separate written application should be submitted to the Secretariat for prior approval.
Financial Report of Project

期间由 for the period from __________________ to __________________

香港 HK$ Cash in hand: __________________
存於銀行現金 Cash in bank: __________________
總額 Total: __________________

銀行賬戶 Bank Account
賬戶名稱 Name of Account Holder: __________________
賬戶號碼 Bank Account No.: __________________
銀行名稱 Name of Bank: __________________

受資助機構確證真實無誤 Certified True and Correct by Authorised Person of Grantee

受資助機構名稱 Name of Grantee: __________________
獲授權人簽署及受資助機構蓋章 Signature of Authorised Person and Grantee Chop: __________________
獲授權人姓名及職銜 Name and Position of Authorised Person: __________________

電話號碼 Tel. No.: __________________
傳真號碼 Fax No.: __________________
日期 Date: __________________
電子郵件 E-mail: __________________
### Income Item(s) #

<table>
<thead>
<tr>
<th>Income Item(s)</th>
<th>Budgeted Income</th>
<th>Accumulated Income from Last Period (1)</th>
<th>Actual Income for the Period (2)</th>
<th>Accumulated Income (1+2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>Other Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Income (A):**

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Approved Grant (HK$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Expenditure Item(s) #

<table>
<thead>
<tr>
<th>Expenditure Item(s)</th>
<th>Budgeted Expenditure</th>
<th>Accumulated Expenditure from Last Period (3)</th>
<th>Actual Expenditure for the Period (4)</th>
<th>Accumulated Expenditure (3+4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Cost</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>General Expenses</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>Equipment</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>Service</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>Works</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
<td>HK$</td>
</tr>
<tr>
<td>Others (Please specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Expenditure (B):**

<table>
<thead>
<tr>
<th>Fund Balance (A – B)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

*The particulars are for illustration purposes only. Secretariats should draw up the report particulars based on the deliverables, terms and specifications as stated in the funding agreement.*
期間由 for the period from ________ 至 ________

計劃編號 Project No. : ________________
撥款總額(港幣) Approved Grant (HK$) : ________________

<table>
<thead>
<tr>
<th>收入項目 # (請詳列收入)</th>
<th>Particulars# (Please give details)</th>
<th>日期 Date</th>
<th>實際收入 Actual Income</th>
<th>票據參考編號 Receipt/ Voucher Ref. No.</th>
<th>註釋 Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>基金撥款 Grant : (例如第一期撥款) (e.g. 1st instalment)</td>
<td></td>
<td></td>
<td>香港 HK$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>利息收入 Interest Earned : (例如銀行利息 - 月/年) (e.g. Bank interest – mm/yyyy)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>其他收入 Other Income (例如活動收費) (e.g. Activity Charges)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

小計 Sub-total:

總額 Total:

備註 Note:
(1) 請詳列各項收入，包括基金撥款、銀行利息及其他收入，例如向參加者收取的費用。
Please give details of the income derived from the Project, e.g. Grants, bank interest earned and participation fees.
(2) 請按收入項目將票據分類及加上參考編號。
Please index the receipts/vouchers according to the income items.
(3) 請付上上述各項收入票據、銀行月結單及銀行調節表的認證副本。
Please provide certified true copies of receipts/vouchers, bank statements and statement of bank reconciliation in support of the above income.
(4) 如空間不足，請另加附頁或擴大各項目之空間。
If there is insufficient space, please give details on supplementary sheets or insert more space between items.

The particulars are for illustration purposes only. Secretariats should draw up the report particulars based on the deliverables, terms and specifications as stated in the funding agreement.
期間由 for the period from ____________ 至 ____________

計劃編號 Project No. : ____________ 撥款總額 (港幣) Approved Grant (HK$) : ____________

<table>
<thead>
<tr>
<th>開支項目 &quot; # 請詳列開支 &quot; Particulars # (Please give details)</th>
<th>日期 Date</th>
<th>實際開支 Actual Expenditure</th>
<th>票據參考編號 Invoice/ Voucher Ref. No.</th>
<th>註釋 Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>薪金 Staff Cost (例如全職／兼職計劃助理 - 月/年) (e.g. Full-time/ Part-time Project Assistant - mm/yyyy)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>小計 Sub-total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>一般開支 General Expenses (例如文具、印刷開支) (e.g. Stationery, printing expenses)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>小計 Sub-total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>設備 Equipment (例如桌上電腦) (e.g. Desktop computer)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>小計 Sub-total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

總額 Total: ____________

備註 Note:
1. 請詳列各項開支。
   Please give details of the expenditures incurred.
2. 請按支出項目將票據分類及加上參考編號。
   Please index the invoices/vouchers according to the expenditure items.
3. 請付上上述各項支出票據、銀行月結單及銀行調節表的認證副本。
   Please provide certified true copies of invoices/ vouchers, bank statements and statement of bank reconciliation in support of the above expenses.
4. 如空間不足，請另加附頁或擴大各項目之空間。
   If there is insufficient space, please give details on supplementary sheets or insert more space between items.

# The particulars are for illustration purposes only. Secretariats should draw up the report particulars based on the deliverables, terms and specifications as stated in the funding agreement.
期間由 for the period from ____________ 至 ______________

計劃編號 Project No. : ______________

撥款總額 (港幣) Approved Grant (HK$) : ______________

<table>
<thead>
<tr>
<th>開支項目 # (請詳列開支)</th>
<th>日期</th>
<th>實際開支</th>
<th>票據參考編號</th>
<th>註釋</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services (e.g. Consultancy fee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>工程 Works (e.g. Installation work, cabling)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>其他 (請列明) Others (Please specify): (e.g. Contingency)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>小計 Sub-total:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>總額 Total:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

備註 Note:
(1) 請詳列各項開支。
Please give details of the expenditures incurred.
(2) 請按支出項目將票據分類及加上參考編號。
Please index the invoices/vouchers according to the expenditure items.
(3) 請付上上述各項支出票據、銀行月結單及銀行調節表的認證副本。  
Please provide certified true copies of invoices/ vouchers, bank statements and statement of bank reconciliation in support of the above expenses.
(4) 如空間不足，請另加附頁或擴大各項目之空間。  
If there is insufficient space, please give details on supplementary sheets or insert more space between items.

* The particulars are for illustration purposes only. Secretariats should draw up the report particulars based on the deliverables, terms and specifications as stated in the funding agreement.
Completion Report of Project

Part A

Project No. : ____________________________
Project Title : ____________________________________________________________
Name of Grantee : __________________________________________________________
Project Period : From __________ to ________________

Part B

<table>
<thead>
<tr>
<th>Aspect#</th>
<th>Key Information#</th>
<th>Achievement</th>
</tr>
</thead>
</table>
| 1. Attainment of objectives | i. Project objective  
ii. Activities related to the objective  
iii. Extent of attainment of the objective  
iv. Evidence or indicators of having achieved the objective  
v. Reasons for not being able to achieve the objective, if applicable | | |
| 2. Cost-effectiveness | i. Utilization of available resources (e.g. equipment, human resources of grantee)  
ii. Unit cost for the direct beneficiaries  
iii. Sustainability of the deliverables and materials developed  
iv. Alternative approaches for equivalent benefits at less cost | | |
| 3. Deliverables and modes of dissemination; responses to dissemination | i. Description of the deliverables (e.g. type, title, quantity, etc.)  
ii. Evaluation of the quality and dissemination value of the deliverable  
iii. Dissemination activities conducted (please state the date, mode, etc.) and the responses of the participants/ recipients to such dissemination activities  
iv. Value and feasibility for the deliverable to be widely disseminated by the Secretariat as well as suggested modes of dissemination  
v. A brief description of the elements/experiences contributing to the success of the project and feasibility of continuing the project | | |
| 4. Activity list | i. Particulars of activities conducted during the project period such as types of activities, brief descriptions of the activities, number of participants and feedback from participants | | |
| 5. Difficulties encountered and solutions adopted | | |

Name of Project Coordinator : ____________________________  
Signature : ____________________________  
Date : ____________________________

Name of Authorised Person : ____________________________  
Signature : ____________________________  
Date : ____________________________

# The aspects and information are for illustration purposes only. Secretariats should draw up the report aspects and information based on the deliverables, terms and specifications as stated in the funding agreement.
(1) The [bidder/tenderer] shall not, and shall procure that his directors, employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201), in connection with the [quotation/tendering] and execution of this contract.

(2) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (1) above committed by the [bidder/tenderer] or by a director, employee, agent or sub-contractor of the [bidder/tenderer] shall, without affecting the [bidder/tenderer]'s liability for such failure and act, result in his [quotation/tender] being invalidated.
Anti-collision

(1) The Tenderer shall not communicate to any person other than the [Name of Grantee] the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach rules and laws or non-compliance, invalidate his tender.

(2) Sub-clause (1) of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants/sub-contractors to solicit their assistance in preparation of tender submission.

(3) The Tenderer shall submit to the [Name of Grantee] a duly signed warranty in the form set out in Annex to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorised to sign the contract on the Tenderer's behalf.

(4) Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as a [Name of Grantee] contractor.
To: [Name of Grantee]

Dear Sir/Madam,

Warranty

(1) By submitting a tender, the Tenderer represents and warrants that in relation to the invitation of tender of [description]:

(i) it has not communicated and will not communicate to any person other than the [Name of Grantee] the amount of any tender price;

(ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;

(iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and

(iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

(2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the [Name of Grantee] shall be entitled to, without compensation to any person or liability on the part of the [Name of Grantee]:

(i) reject the tender;

(ii) if the [Name of Grantee] has accepted the tender, withdraw its acceptance of the tender; and

(iii) if the [Name of Grantee] has entered into the contract with the Tenderer, terminate the contract.

(3) The Tenderer shall indemnify and keep indemnified the [Name of Grantee] against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.

(4) A breach by a Tenderer of any of the representations and/or warranties in Clause (1) may prejudice its future standing as a [Name of Grantee]'s supplier or service provider.
(5) Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the [Name of Grantee] in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

(6) The rights of the [Name of Grantee] under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorised Signature & Company Chop : __________________________

Name of Person Authorised to Sign (in Block Letters) : __________________________

Name of Tenderer in English (in Block Letters) : __________________________

Date : __________________________
Ethical Commitment

Prevention of Bribery

(A) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of [Name of Organisation] (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the business of the Organisation. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, hospitality, etc. in relation to the business of the Organisation.

(B) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

Declaration of Interest

(C) The Contractor shall require his directors and employees to declare in writing to the Contractor any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
(D) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

(E) The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (C) and (D).

**Handling of Confidential Information**

(F) The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Organisation in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Organisation against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organisation may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.
Declaration of Ethical Commitment

(G) The Contractor shall submit a signed declaration in a form (see Annex) prescribed or approved by the Organisation to confirm compliance with the provisions in aforesaid sub-clauses (A) (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and confidentiality. If the Contractor fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the Contractor shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (A), (B), (C), (D), (E) and (F) on prevention of bribery, declaration of interest and handling of confidential information, the Contractor and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.
Annex

Declaration Form by Service Providers on their Compliance with the Ethical Commitment Requirements

To: [Name of Organisation]

Contract No. : __________________________
Title : __________________________

In accordance with the Ethical Commitment clauses in the Contract, we confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:

(a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap. 201) in relation to the business of the Organisation except with the permission of the Organisation;

(b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;

(c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and

(d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Organisation from being divulged to a third party other than those allowed in this Contract.

Signature : __________________________
Name of the Signatory : __________________________
Position of the Signatory : __________________________
Name of the Contractor : __________________________
Date : __________________________
Purchases by Quotations

i. Set the required number of suppliers/services providers to be invited, usually the higher the value of item/service to be purchased, the more the number of suppliers/services providers should be invited.

ii. Source suitable suppliers/service providers for invitation to bid, taking into account their company size, experience and past performance record if any.

iii. Invite the required number of suitable suppliers/service providers to bid. Sample quotation invitation documents for goods and services are at Annexes 1 and 2 respectively.

iv. Provide the bidders with a description of the goods or details of the services required.

v. Inform the bidders of the deadline for submission of quotations.

vi. Use a designated fax machine kept in a secure place or an email account with password control for receiving quotations.

vii. Keep a record of the suppliers invited, the date of receipt of the quotations, the offered prices, and the names of the responsible staff, and keep copies of the quotations received to facilitate future checking as necessary.

viii. Take precautions to prevent leakage of quotation information (e.g. requesting the bidders to notify the receiving person before sending in their quotations by fax or to submit quotations in sealed envelopes).

ix. Accept the lowest bid that meets the specified requirements, and obtain approval from the designated authority, with justifications, if the lowest offer is not accepted.
2 Purchases by Tender

2.1 Tender Invitation

i. Tender documents encompass:

(a) a detailed description of the goods/services and other information required (e.g. the company’s background information);

(b) if price is not the only consideration, the criteria for tender selection and the weighting of each assessment criterion, if applicable;

(c) the contract terms and conditions;

(d) a statement prohibiting price rigging by the tenderers, and prohibiting the tenderers from offering any advantage to employees of the grantee for the purpose of securing the tender award;

(e) the deadline for tender submission; and

(f) the submission method (e.g. for the procurement of special services requiring an assessment of the quality standard proposed, services providers should be required to submit the price and technical proposals in separately sealed envelopes).

ii. Take measures to ensure the security of the tenders received, e.g. use a secure tender box or put them under lock in the custody of a responsible staff member upon receipt.

iii. Assign an opening team (comprising at least two persons) to open the proposals immediately after the deadline, and designate a senior staff member not involved in the evaluation to keep duplicate copies of the proposals. A sample tender opening record is at Annex 3.
2.2 Tender Evaluation

i. Pre-determine the criteria for tender assessment and, in the case of special services, draw up a marking scheme for tender evaluation (e.g. the lowest bid that meets the specified requirements, or if price is not the only criterion, as in the case of special services, the highest combined score of the price and technical proposals.)

ii. Appoint an assessment panel (comprising staff from the user department, the procurement department and specialist or technical department as appropriate) to evaluate the tenders and recommend the best tender for acceptance.

iii. Require the assessment panel, when evaluating tenders with both technical and price proposals, not to open the price proposals until the evaluation of technical proposals is completed.

iv. Require the assessment panel to record the deliberations and the decisions made. A sample tender evaluation form is at Annex 4.

v. Require individual panel members to record the marks given to each proposal on a standard evaluation form before calculating the total scores.

vi. Document any changes to the marks, the reasons for the change, and any dissenting views of the panel members.

vii. Require the panel to give justification if an offer, other than the highest scoring tender, is recommended.

viii. Require the panel to submit a tender evaluation report for consideration by the appropriate approving authority.

3 Receipt of Goods

i. Assign staff members, preferably not those placing the purchase orders, to receive and inspect the goods delivered to ensure there is no short delivery or substandard goods.
ii. Arrange testing of the goods by competent staff before acceptance (e.g. the IT staff for IT equipment).

iii. Follow up immediately with the supplier for any short delivery or defective goods.

iv. Require the assigned staff or users to certify acceptance within a specified time limit upon receipt of the goods to ensure payment is made within a reasonable time limit (e.g. one month from certification).

v. Handle defective goods or short delivery in accordance with established policies and procedures (e.g. asking the supplier to make good the shortfall immediately).

4 Receipt of Services

i. Require the users to confirm satisfactory delivery of service of a short term or one-off nature before payment.

ii. Design a checklist for the checking of service standards in case of term contracts.

iii. Designate staff at the right level to conduct periodic checks on the standards of service provided and to confirm satisfactory delivery of service before payment.

iv. Handle unsatisfactory or deficient service as recommended for goods.
Sample Quotation Invitation Document for Goods

[Name of Organisation]

To: [Name of Supplier, Address and Fax number]

Quotation Ref.: ________________________________
Quotation Issue Date: ________________________________
Quotation Closing Date & Time: ________________________________
Description of Goods and Quantity Required: ________________________________
Notes to Suppliers (If any): ________________________________

Terms of Quotation
1. Suppliers are invited to fill in the attached quotation form and submit it in a sealed envelope marked with the quotation reference to [please fill in the address of the Organisation] or send it by fax to fax no. ____________ for the attention of [name of staff responsible for the purchase].
2. Quotations must be submitted or faxed in on or before the quotation closing date and time as shown above. Quotations received after the closing date and time will not be considered.
3. Any amendments to the rates offered or description given must be signed by the person who signed the quotation.
4. The suppliers or their staff shall not offer any advantage as defined in the Prevention of Bribery Ordinance to any Board members or staff of the Organisation in connection with this quotation exercise or the supply of goods in question. If the suppliers or their staff are found to have offered any advantage to any Board members or staff, or committed an offence under the Prevention of Bribery Ordinance in connection with this quotation exercise, the Organisation may, without affecting the suppliers’ liability for such act, invalidate the suppliers’ quotations, or terminate the contract concerned without entitling the suppliers to any compensation.

________________________________________
[Name and Post]
[Name of Organisation]

[Date]
# Sample Quotation Form for Goods

## I. Supplier’s Information

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Tel. No.:</td>
</tr>
</tbody>
</table>

## II. Quotation Details

<table>
<thead>
<tr>
<th>Description of Goods</th>
<th></th>
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<tbody>
<tr>
<td>Quantity</td>
<td></td>
</tr>
<tr>
<td>Manufacturer/ Origin</td>
<td></td>
</tr>
<tr>
<td>Unit Cost</td>
<td></td>
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<tr>
<td>Total Cost including Delivery</td>
<td></td>
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<tr>
<td>Delivery Schedule</td>
<td></td>
</tr>
<tr>
<td>Payment Terms</td>
<td></td>
</tr>
<tr>
<td>Warranty and After-sale Service</td>
<td></td>
</tr>
<tr>
<td>Other Terms and Conditions</td>
<td></td>
</tr>
</tbody>
</table>

I/We, the undersigned, hereby agree to supply all or any portion of the goods at the price and under the terms and conditions shown above, subject to and in accordance with the Terms of Quotation shown in this Invitation Document.

---

[Signature]

Authorised Signature, Name, Post and Company Chop

(Date)
Sample Quotation Invitation Document for Services

[Name of Organisation]

To: [Name of Service Provider, Address and Fax number]

Quotation Ref.: __________________________________________
Quotation Issue Date: ______________________________________
Quotation Closing Date & Time: _______________________________

Description of Service Requirements, e.g.
(a) schedule of service _______________________________________
(b) quality and standard of service required _______________________
(c) manpower required _________________________________________
(d) materials to be provided by the contractor for carrying out the service _______________________
(e) other requirements _________________________________________
(f) period of service required _________________________________

Notes to Bidders (If any): ______________________________________

Terms of Quotation

(1) Suppliers are invited to fill in the attached quotation form and submit it in a sealed envelope marked with the quotation reference to [please fill in the address of the Organisation] or send it by fax to fax no. [please fill in the fax no.] for the attention of [name of staff responsible for the purchase].

(2) Quotations must be submitted or faxed in on or before the quotation closing date and time as shown above. Quotations received after the closing date and time will not be considered.

(3) Any amendments to the rates offered or description given must be signed by the person who signed the quotation.

(4) The suppliers or their staff shall not offer any advantage as defined in the Prevention of Bribery Ordinance to any Board members or staff of the Organisation in connection with this quotation exercise or the supply of goods in question. If the suppliers or their staff are found to have offered any advantage to any Board members or staff, or committed an offence under the Prevention of Bribery Ordinance in connection with this quotation exercise, the Organisation may, without affecting the suppliers’ liability for such act, invalidate the suppliers’ quotations, or terminate the contract concerned without entitling the suppliers to any compensation.

________________________________________________________________________

[Name and Post]
[Name of Organisation]

[Date]
Sample Quotation Form for Services

I. **Service Provider's Information**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Tel. No.</td>
</tr>
</tbody>
</table>

II. **Quotation Details**

<table>
<thead>
<tr>
<th>Schedule of service</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Quality and standard of service to be provided</td>
<td></td>
</tr>
<tr>
<td>Manpower to be provided</td>
<td></td>
</tr>
<tr>
<td>Materials to be provided for carrying out the service</td>
<td></td>
</tr>
<tr>
<td>Other services</td>
<td></td>
</tr>
<tr>
<td>Period of service</td>
<td></td>
</tr>
<tr>
<td>Unit Price (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Total Price</td>
<td></td>
</tr>
<tr>
<td>Payment Terms</td>
<td></td>
</tr>
<tr>
<td>Warranty of service</td>
<td></td>
</tr>
<tr>
<td>Others Terms and Conditions</td>
<td></td>
</tr>
</tbody>
</table>

I/We, the undersigned, hereby agree to provide all or any portion of the service at the price and under the terms and conditions shown above, subject to and in accordance with the Terms of Quotation shown in this Invitation Document.

Authorised Signature, Name, Post and Company Chop

(Date)
Sample Tender Opening Record

[Name of Organisation]

Tenders for [Type of Goods/Services] have been invited and those received before the submission deadline were opened on [date and time]. A total of [number] tenders in respect of the above-mentioned contract were received. The tenderers’ names and their respective tender prices are listed below:

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Tender Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Witness

<table>
<thead>
<tr>
<th>Name</th>
<th>Post</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ___________________
Sample Tender Evaluation Report

[Name of Organisation]
Provision of ________________ (Type of Goods/Services)

Tender Evaluation Report

Brief Description of Contract

____________________________________________________
(Give a brief description of the goods/services required)

Details of Invitation

Tender invitation method: *Open tender / Selective tender.
Invitations issued to ____________ *suppliers / service providers
Tender invitation date: ________________________________
Tender closing date and time: ___________________________
Tender validity period: __________ days from ____________

Tenders Received

Number of tenders received: ____________________________
Details of tenders received:

<table>
<thead>
<tr>
<th>Tenderers</th>
<th>Tendered Sums (lowest first)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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</tbody>
</table>

*Name of non-returning tenderers:

<table>
<thead>
<tr>
<th>Tenderers</th>
<th>Reasons, if known</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Compliance with Tender Specifications

<table>
<thead>
<tr>
<th>Tenderers (in order of tendered sum)</th>
<th>Compliance with tender specifications</th>
<th>Details of any non-compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>*Yes / *No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Yes / *No</td>
<td></td>
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<tr>
<td></td>
<td>*Yes / *No</td>
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<td></td>
<td>*Yes / *No</td>
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<td></td>
<td>*Yes / *No</td>
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<td></td>
<td>*Yes / *No</td>
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<tr>
<td></td>
<td>*Yes / *No</td>
<td></td>
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</tbody>
</table>

Evaluation of individual assessors is at Appendix. (Attach the tender evaluation forms duly completed by each assessment panel member to this report.)

*Strengths and Weaknesses of Lowest Three Tenders (for use with service contracts only)

<table>
<thead>
<tr>
<th></th>
<th>Name of Tenderers</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Tenderer A]</td>
<td>[Tenderer B]</td>
<td>[Tenderer C]</td>
<td></td>
</tr>
<tr>
<td>Lowest Bid</td>
<td>2nd Lowest Bid</td>
<td>3rd Lowest Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Strengths</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(b) Weaknesses</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(c) Recommendations of Assessment Panel</td>
<td></td>
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</tr>
</tbody>
</table>

*Tender Qualifications of Lowest Three Tenderers (if any)

<table>
<thead>
<tr>
<th></th>
<th>Name of Tenderers</th>
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<tbody>
<tr>
<td></td>
<td>[Tenderer A]</td>
<td>[Tenderer B]</td>
<td>[Tenderer C]</td>
<td></td>
</tr>
<tr>
<td>Lowest Bid</td>
<td>2nd Lowest Bid</td>
<td>3rd Lowest Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Tender qualifications submitted</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(b) Recommendations of Assessment Panel</td>
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</tbody>
</table>

Note: The Assessment Panel should require the tenderers to withdraw their tender qualifications, or seek legal advice, if in doubt. If the Assessment Panel recommends accepting the tender qualifications which would have material changes to the tender specifications, the Organisation may consider putting up the contract for re-tendering.
### Performance Records of Lowest Three Tenderers

<table>
<thead>
<tr>
<th>Name of Tenderers</th>
<th>[Tenderer A]</th>
<th>[Tenderer B]</th>
<th>[Tenderer C]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lowest Bid</td>
<td>*Yes / *No</td>
<td>*Yes / *No</td>
<td>*Yes / *No</td>
</tr>
<tr>
<td>2nd Lowest Bid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Lowest Bid</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><em>(a)</em> Previous dealings with the Organisation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(b)</em> Previous performance</td>
<td>*Satisfactory / *Unsatisfactory, details:</td>
<td>*Satisfactory / *Unsatisfactory, details:</td>
<td>*Satisfactory / *Unsatisfactory, details:</td>
</tr>
<tr>
<td><em>(c)</em> Recommendations of Assessment Panel</td>
<td>*Suitable / *Not suitable for contract award</td>
<td>*Suitable / *Not suitable for contract award</td>
<td>*Suitable / *Not suitable for contract award</td>
</tr>
</tbody>
</table>

### Recommendations

* The lowest tender / The ____ lowest tender submitted by ________________ (Tenderer Name) is recommended for contract award. Reasons: ________________________________ (Mandatory if the lowest tender is not recommended).

* To negotiate with the tenderer submitting the lowest conforming tender for a better price with a view for tender award.
Other items to be negotiated:

__________________________________________

* Other recommendations and reasons: ____________________________________________

### Avoiding Conflict of Interest

This is to confirm that persons involved in preparing the tender documents and assessing tenders *have / *have not declared conflict of interest. *If not, the reasons are _________________________________. The persons involved will be required to declare any conflict of interest before contract award. The tender specifications and assessment results will be reviewed by the [designated authority] to detect any favouritism to particular tenderers if any conflicts are declared.

*No conflict is declared. / The conflicts declared are as follows: _________________________________.

---

79
*The following actions have been taken to manage the conflicts declared: *required the persons ___________________ (Name) who have made a declaration to abstain from the procurement process / *other actions taken _______________________________
_____________________________________________________________________

Signature: ___________________ ___________________ ___________________
Name of Assessors: ___________________ ___________________ ___________________
Post of Assessors: ___________________ ___________________ ___________________
Date: ___________________ ___________________ ___________________

(* Delete as appropriate)
# Assets Register

**Project No.:**

**Project Title:**

**Name of Grantee:**

### 資產類別

<table>
<thead>
<tr>
<th>Class of Asset</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

### 項目說明

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item/Description</th>
<th>Unit Cost/Item</th>
<th>No. of Units</th>
<th>Total Cost</th>
<th>Date of Purchase</th>
<th>Supplier's Invoice No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>6.</td>
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</tbody>
</table>

### 資產記錄表 (Sample Assets Register Form)

**Project No.:**

**Project Title:**

**Name of Grantee:**

### 根據資產運用計劃作出調配

Deployed in accordance with the Asset Usage Plan

### 負責人

Person in Charge

### 資產記錄表

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Disposed on</th>
<th>Signature of Person in charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

This is to certify that –

**Signature of Authorised Person**

**Name of Authorised Person**

**Title of Authorised Person**

**Date**

* 該項目如有牌子、型號及編號，請詳列

Please detail out the brand, model and serial number, if any.
## [Name of Organisation]  
### Interview Assessment Form

Name of candidate: 
Date and time of interview:

<table>
<thead>
<tr>
<th>Aspect of assessment*</th>
<th>Maximum Marks</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Work knowledge</td>
<td>___ %</td>
<td></td>
</tr>
<tr>
<td>2. Relevant working experience</td>
<td>___ %</td>
<td></td>
</tr>
<tr>
<td>3. Communication skills</td>
<td>___ %</td>
<td></td>
</tr>
<tr>
<td>4. Supervisory ability and other job requirements, if applicable</td>
<td>___ %</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Additional Remarks:

Recommendation:
- [ ] Suitable for appointment
- [ ] Not suitable for appointment

### Declaration of Conflict of Interest:
I hereby declare that I \#have/ do not have pecuniary or other personal interest, direct or indirect, in any matter that raises or may raise a conflict with my duty as a member of Assessment Panel.

\# Details of the conflicts/ relationship are as follows:

---

[Name of Assessment Panel Member]

* The assessment aspects listed in the table are for illustration purposes only. The interview panel should draw up the assessment aspects and weightings, based on the nature and requirement (e.g. accounting qualification for accounting clerk) of the vacancies, before conducting the interviews.
### Inspection Report

<table>
<thead>
<tr>
<th>Project No.</th>
<th>:__________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td>:__________________________________________</td>
</tr>
<tr>
<td>Name of Grantee</td>
<td>:__________________________________________</td>
</tr>
<tr>
<td>Interviewee</td>
<td>:__________________________________________</td>
</tr>
<tr>
<td>Date &amp; time of Inspection</td>
<td>:__________________________________________</td>
</tr>
</tbody>
</table>

### Items:

#### Assessment:

#### A. General Review

<table>
<thead>
<tr>
<th>Items</th>
<th>Good</th>
<th>Satisfied</th>
<th>Dissatisfied</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Relevance of activities held to the objectives of the project</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Participants’ response</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Project team’s management</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Project team’s commitment</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Record keeping</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6. Overall</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

If dissatisfied, please give reason:

- 
- 
- 
- 

#### B. Recruitment Process

<table>
<thead>
<tr>
<th>Items</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>If non-compliance is detected, please give details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Open advertising</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>2. Fair interview process</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>3. Appropriate selection criteria</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>4. Proper records for declaration of conflict of interest</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>5. Proper authorisation for appointment</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>6. Staff cost within the approved budget</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>
### C. Procurement and Handling of Assets Procedures

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>If non-compliance is detected, please give details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Required number of quotations invited</td>
<td>☐ ☐ ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Proper handling of quotations received</td>
<td>☐ ☐ ☐</td>
<td></td>
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<tr>
<td>3. Acceptance of lowest offer, if not, justifications documented</td>
<td>☐ ☐ ☐</td>
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<tr>
<td>4. Probit and anti-collusion clauses in quotation invitation/tender documents</td>
<td>☐ ☐ ☐</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5. Tender assessment criteria provided to bidders</td>
<td>☐ ☐ ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Proper handling of tenders received</td>
<td>☐ ☐ ☐</td>
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<tr>
<td>7. Proper record of the deliberations and decisions made by the assessment panel</td>
<td>☐ ☐ ☐</td>
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</tr>
<tr>
<td>8. Segregate the duties applied for the procurement process</td>
<td>☐ ☐ ☐</td>
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<tr>
<td>9. Proper records of declaration of conflict of interest in the procurement process</td>
<td>☐ ☐ ☐</td>
<td></td>
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</tr>
<tr>
<td>10. Carry out a full stocktaking against the assets register</td>
<td>☐ ☐ ☐</td>
<td></td>
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<tr>
<td>11. Compliance with the disposal procedures</td>
<td>☐ ☐ ☐</td>
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<td></td>
</tr>
</tbody>
</table>

Inspected by: ________________________
Signature: ________________________
Date: ________________________

* The inspection aspects are for illustration purposes only. Secretariats should draw up the inspection aspects based on the deliverables, terms and specifications as stated in the funding agreement.
Corruption Prevention Department
Independent Commission Against Corruption
303 Java Road, North Point, Hong Kong