



康樂及文化事務署

Leisure and Cultural Services Department

立法會 CB(2)2125/11-12(01)號文件

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17 May 2012

Ms Elyssa WONG  
Clerk to the Panel on Home Affairs  
Legislative Council Secretariat  
Legislative Council Complex  
1, Legislative Council Road  
Central, Hong Kong

Dear Ms Wong,

At the Panel on Home Affairs Meeting held on 13 January 2012, the Administration was requested to provide a sample of the subvention agreement between the Leisure and Cultural Services Department and national sports associations. In replying to a Special Finance Committee question in March 2012, we have provided a sample agreement for the year 2011-12 to the LegCo. In this connection, I would like to enclose again the sample agreement in both English and Chinese for Panel Members' ease of reference.

Yours sincerely,

(TAM Hung-kong)  
for Director of Leisure and Cultural Services

enc.

**SAMPLE (Without Annex)**

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE HONG KONG  
SPECIAL ADMINISTRATIVE REGION  
AND**

**«ASSN»  
FOR THE YEAR 2011-12**

THIS AGREEMENT is made this 1st Day of April 2011 between the Government of the Hong Kong Special Administrative Region acting through the Director of Leisure and Cultural Services whose principal office is located at 16/F, Leisure and Cultural Services Headquarters, 1-3 Pai Tau Street, Sha Tin, Hong Kong ("the Government") on the one part and XXXX Association, an organization registered in Hong Kong whose registered office is located at XXXX ("the Grantee") on the other part.

WHEREAS the Government wishes to promote and develop sports in Hong Kong and the Grantee has agreed to propose and organize specific sports activities,

IT IS HEREBY AGREED as follows :-

IN CONSIDERATION of the maximum sum of HK\$XXXX (Hong Kong Dollars XXXX only) ("the Subvention") which the Government shall grant to the Grantee pursuant to this Agreement, the Grantee shall implement the programme of activities proposed by the Grantee as set out in Annex A attached hereto and as amended by the Government from time to time and other activities approved by the Government pursuant to this Agreement ("the Activities") in accordance with the approved budget as set out in Annex B ("the Budget") subject to the terms and conditions stipulated hereinafter.

THE PARTIES HEREBY agree to the following :-

1. This Agreement shall take effect upon signing by the parties hereto from the 1st day of April 2011 and until the 31st day of March 2012 and shall validate all acts done by both parties since the 1st day of April 2011 in accordance with the terms and conditions of this Agreement. The period covered between these two dates (both days inclusive) shall be referred to as "the Subvention Period".
2. This Agreement shall not create any employer and employee relationship or any principal and agent relationship between the Government and Grantee. The Government or its employees shall in no way be held responsible for Grantee's acts, omission and conduct of business.
3. (a) The Subvention shall be made payable in advance by quarterly instalments at the beginning of each quarter of the Subvention Period. The Government shall pay the first quarterly instalment in April 2011 and the remaining quarterly instalments in July 2011, October 2011 and January 2012 respectively. The payment of the Subvention shall be made subject to the due performance by the Grantee of its obligations under this Agreement to the Government's satisfaction.

- (b) The Grantee may, notwithstanding the generality of Clause 13 and subject to the Government's prior written approval, transfer any of the Subvention to any club which has been approved by and registered with the Government to take part in the Community Sports Clubs Project listed in Item ii of Table C(IV) of Appendix I and in Item I and Item II of Appendix II of Annex A as amended by the Government from time to time ("the Affiliated Club") to implement any of the Activities. For the purpose of transferring any of the Subvention to any Affiliated Club, the Grantee shall assist the Affiliated Club in implementing such Activities and shall comply with Chapter VII of the *Handbook for National Sports Associations* ("the Handbook") as published and amended by the Leisure and Cultural Services Department ("the Department") from time to time.
- (c) The Government shall have the right to suspend, vary, reduce or cancel all or any of the Subvention or to demand repayment of all or any part of the Subvention and the Reserve Fund which is provided for in Clause 4. This right may be exercised by the Government after an one-month's notice is given to the Grantee and this is without prejudice to Clause 5 and any other rights and remedies available to the Government if at any time the Grantee fails to duly perform its obligations under this Agreement, or is unable to implement any of the Activities, or any of the Activities is materially affected by delay, change of timing, change of scope, cancellation or other circumstances or upon the temporary or permanent cessation of the Grantee's business or operation, provided that the Government will not exercise this right if it is proved that the Subvention or any part of it has been spent by the Grantee bona fide and with due care for the carrying out of its obligations under this Agreement or the delay, change of timing, change of scope, cancellation or other circumstances are in the opinion of the Government due to factors beyond the control of the Grantee.
- (d) For the purposes of sub-clause (c) above, the Grantee shall notify and explain to the Government in writing any changes to the scope and level of Activities to be organized including cancellation of Activities within one (1) month upon effect of such changes or cancellation.
- (e) Should the Government exercise its right under sub-clause (c) above, the Grantee shall repay the Government upon demand any amount that has been granted to the Grantee, whether or not the amount has been deposited into the Reserve Fund.
- (f) Notwithstanding sub-clause (e) above any such suspension, variation, reduction, cancellation or demand for repayment of the Subvention by the Government exercised pursuant to its right above shall not diminish, vary or discharge from any of the Grantee's remaining obligations under this Agreement.
- (g) Without prejudice to sub-clause (c) above and any other rights of and remedies available to the Government, the Government shall be entitled to suspend, vary, reduce, cancel or demand repayment by the Grantee to the Government of any of the Subvention related to the Community Sports Clubs Project if any Affiliated Club does not comply with or is in breach of the Code of Conduct ("the Code of Conduct") or Procurement Guidelines ("the Procurement Guidelines") which the Grantee has deposited with the Government or is in contravention of the Prevention of Bribery Ordinance, Cap. 201, or is unable to implement any of the Activities, or any such activity is materially affected by delay, change of timing, change of scope, cancellation or other circumstances or upon the temporary or permanent cessation of the Affiliated Club's business or operation unless the delay, change of timing, change of scope, cancellation or other circumstances are due to factors beyond the control of the Affiliated Club.

4. (a) Subject to compliance with the provisions and requirements set out in the Guidelines on Use of Reserve Fund in Annex D, the Grantee may deposit savings from the Subvention into a Reserve Fund of not more than twenty-five percent (25%) of the Subvention for the Subvention Period to meet future financial needs;
- (b) The Grantee may apply to the Government for special consideration to vary the aforesaid maximum percentage figure for the Reserve Fund under exceptional circumstances only upon solid justification and without any recurrent implications on either the Subvention or the Reserve Fund;
- (c) The Grantee shall keep separate ledger accounts for the Subvention and the Reserve Fund. The Grantee shall keep separate and designated bank account for the Subvention and the Reserve Fund;
- (d) The Grantee shall set aside the exact amount of money as shown in the ledger balance of the Reserve Fund in the designated bank account;
- (e) The Grantee shall obtain Government's prior written approval to all use of the Reserve Fund as stipulated in Annex D of this Agreement; and
- (f) Should the Grantee have a legitimate reason to terminate this Agreement, the Grantee shall submit in writing with full justifications and a plan to show how the balance of the Subvention and the Reserve Fund are to be repaid for the approval of the Government three (3) months before the proposed termination date.
5. (a) The Grantee agrees to notify promptly the Government of any donation or sponsorship made to the Grantee in respect of any of the Activities. The Grantee shall keep any funds from donations or sponsorship separated from the Subvention and the Reserve Fund in order to facilitate audit. For this purpose, the Grantee shall keep separate ledger account for the donation and/or sponsorship received which are designated for the Activities in the same designated bank account prescribed in sub-clause 4(c);
- (b) in case the Grantee accepts and uses any donation or sponsorship in any of the Activities and at the same time receives the Subvention, the Grantee shall properly account for the relevant expenditure chargeable to the donation and/or sponsorship and to the Subvention in respect of such activities to the Government and shall deposit savings from the Subvention for the purposes of such activities into the Reserve Fund, failing which the Government shall have the right to suspend, vary, reduce or cancel all or any part of the Subvention or to demand repayment of all or any part of the Subvention and the Reserve Fund; and
- (c) The Grantee agrees to bear all consequences, financial and otherwise, arising from the acceptance of donation and/or sponsorship at own costs and without recourse to any remedy or financial assistance whatsoever by the Government.
6. To ensure that the objectives of granting the Subvention to the Grantee are achieved, and to enable the Government to account for the use of the Subvention by the Grantee, the Grantee agrees and undertakes to:-
  - (a) inform the Government on each and every occasion the election of office-bearers of the Grantee;

- (b) notify the Government of the Grantee's activities ancillary to the implementation of the Activities including promotional events, press conferences or meetings relating to the organization of the Activities and to provide the Government with relevant promotional materials so as to facilitate the Government in sending over representatives to take part in such activities, events or meetings, as appropriate;
  - (c) submit to the Government at quarterly intervals a Programme Report on the Subvention and the Reserve Fund in such form as required by the Government on or before 31<sup>st</sup> August 2011, 30<sup>th</sup> November 2011, 28<sup>th</sup> February 2012 and 31<sup>st</sup> May 2012;
  - (d) engage a public accountant registered under section 22 of the Professional Accountants Ordinance (Cap. 50) to conduct an examination of and report on the annual accounts of the Subvention and the Reserve Fund for the Subvention Period and submit to the Government a written document signed by the public accountant confirming the engagement to be conducted in accordance with the Hong Kong engagement standards specified in sub-clause 6(e) below on or before 31<sup>st</sup> December 2011;
  - (e) submit to the Government annual accounts of the Subvention and the Reserve Fund SEPARATELY for the Subvention Period on or before 30<sup>th</sup> September 2012. The annual accounts should be certified by the Chairman or President of the Grantee and examined by the public accountant engaged pursuant to sub-clause (d) above by conducting a reasonable assurance engagement in accordance with **Hong Kong Standard on Assurance Engagements 3000 "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information"** issued by the Hong Kong Institute of Certified Public Accountants. The assurance report accompanying the annual accounts shall contain an expression of conclusion on the Grantee's compliance with the provisions of this Agreement, the Auditor's Guide published and amended by the Department from time to time ("the Auditor's Guide"), the Code of Conduct and Procurement Guidelines which the Grantee has deposited with the Government. In respect of the Code of Conduct, the assurance report shall conclude on the Grantee's compliance with the procedural requirements in processing declaration on conflict of interests and application for acceptance of advantages only;
  - (f) allow the Government, Director of Audit or its representatives to have unhindered access to and to enquire, examine and audit (including making copy of) the records and accounts of the Grantee in relation to the Activities and the management and control procedures of the Grantee and explain to the Government, Director of Audit or its representatives any matters relating to the receipt, expenditure or custody of any monies derived from the Subvention. The Grantee shall keep all records and accounts in relation to the Activities for not less than three years from the date the annual accounts of the Subvention and the Reserve Fund are submitted to the Government to facilitate audit and other inspections.
7. To ensure that the Subvention are properly used in the remunerations of subvented posts in the Approved Establishment in Annex B, the Grantee agrees and undertakes to:-
- (a) recruit and appoint competent staff in accordance with the procedures, entry qualification and at salary not lower than the minimum salaries stipulated in the Handbook;

- (b) pay the amounts of Special Personnel Fund specified in the Items column under the heading of Personnel Expenses in Annex B to the staff who have been in continuous service without a break for the Grantee on any subvented post(s) of the Approved Establishment from 1<sup>st</sup> April 2007 to 31<sup>st</sup> March 2011. Any amounts not having been paid to the staff and remain in the Special Personnel Fund at the expiry of the Subvention Period shall be deposited into the Reserve Fund;
- (c) pay the amount of subvention for Mandatory Provident Fund contribution in respect of the part-time coaches and officials who are engaged for the Activities to the Mandatory Provident Fund trustee in accordance with the Mandatory Provident Fund Schemes Ordinance (Cap. 485);
- (d) report to the Government on recruitment and movement of subvented staff in the Approved Establishment, and submit copies of the employment contracts within one (1) month upon effect of such staff recruitment and staff movement, detailing the terms and conditions of employment, to the Government for reference; and
- (e) advise the Government on recruitment process and staff selection procedure for appointment of staff to the Approved Establishment.

8. The Grantee agrees:-

- (a) to adopt proper internal controls to ensure that the Subvention and the Reserve Fund are used in a cost-effective and accountable manner. In the event that irregularities are detected, the Grantee is required to immediately undertake an investigation and forward a full report of the investigation within fourteen (14) days to the Government. The report should cover all aspects of the investigation, including a recommendation as to how such irregularities may be prevented from occurrence in future;
- (b) to comply with all laws, enactments, ordinances, rules and regulations in force in Hong Kong for the time being and amended from time to time;
- (c) to comply with the subvention principles and procedural guidelines laid down in the Handbook;
- (d) to comply with the Code of Conduct and Procurement Guidelines, in particular the approval mechanism and declaration system stated therein to avoid conflict of interest and other internal administrative procedures in all work practices and decision-making processes and to answer all enquiries made by the Government about the performances or acts of the Grantee, any of its office-bearers, employees, contractors or agents in all work practices and decision-making processes within fourteen (14) days in writing to the Government's satisfaction;
- (e) to ensure the Affiliated Clubs to -
  - (i) comply with the Code of Conduct and Procurement Guidelines in respect of the approval mechanism and declaration system stated therein to avoid any conflict of interest; and
  - (ii) take all reasonable steps to rectify any breach of or non-compliance with the Code of Conduct or Procurement Guidelines immediately upon discovery of the same.

- (f) to follow and act upon the Government's advice with regard to improving the Grantee's internal control and monitoring mechanism, Code of Conduct, Procurement Guidelines and procedures for the recruitment and employment of staff to ensure public transparency and accountability in the use of the Subvention and the Reserve Fund;
- (g) to provide explanation on any complaint, allegation or suspicion of breach of or non-compliance with the Code of Conduct, Procurement Guidelines, and all internal guidelines and procedures committed by the Grantee, any of its office-bearers, employees, contractors, agents or Affiliated Clubs and provide relevant information, document and material upon the Government's request and in the manner and within such period of time to be specified by the Government and to the Government's satisfaction PROVIDED that any failure to provide explanation on such complaint, allegation or suspicion of breach of or non-compliance with the Code of Conduct, Procurement Guidelines, and all internal guidelines and procedures or provide such information, document or material shall be treated as the Grantee's breach of the terms and conditions of this Agreement whether or not the breach of or non-compliance with the Code of Conduct, Procurement Guidelines, and all internal guidelines and procedures is committed by the Grantee, any of its office-bearers, employees, contractors, agents or Affiliated Clubs;
- (h) to seek Government's prior written approval to any change to the subvented posts in the Approved Establishment listed in Annex B;
- (i) to seek Government's prior written approval if the Grantee intends to use any of the Subvention whether the same has been deposited into the Reserve Fund in any activity not listed in the Programme of Activities in Annex A;
- (j) not to deviate from the Budget without the prior written agreement of the Government provided that the Grantee may effect the virement of funds in compliance with the Guidelines on Virement of Funds at Annex C in the use and deployment of the Subvention;
- (k) not to accept any sponsorship from tobacco companies for any of the Activities, and not to accept any sponsorship from liquor companies for any of the Activities organized for young people under the age of 18, or any donation or sponsorship that may adversely affect the image or integrity of the Government;
- (l) to use its best endeavours to generate income from other sources including sponsorship and fundraising activities as estimated in Annex A;
- (m) to include in the Grantee's annual accounts any revenue derived from any bank interest received in respect of the Subvention and the Reserve Fund;
- (n) to advise the Government from time to time and within one (1) month upon effect of any changes in or amendment to the Code of Conduct, Procurement Guidelines, accounting and payment procedures, selection procedures for the recruitment and employment of staff, and all internal guidelines and procedures of the Grantee;

- (o) to advise the Government the declaration of interests made by all its office-bearers, employees, contractors, agents and Affiliated Clubs and, when being required, to provide the Government with all the official records including but not limited to notes of discussion, minutes of meeting, and management decisions, etc. for examination of the Grantee's compliance with the Code of Conduct, Procurement Guidelines and all internal guidelines and procedures, etc.; and
  - (p) to advise the Government from time to time and within one (1) month upon effect of any changes in or amendment to the terms of Memorandum and Articles of Association or Constitution of the Grantee and ensure that any such change shall not affect any right or obligation of the parties to this Agreement or the validity of any term or condition in this Agreement.
9. To ensure that the Grantee remains eligible to receive the Subvention, the Grantee agrees to: -
- (a) allow the Government or its representatives to carry out Value For Money studies for the Activities whenever requested by the Government;
  - (b) allow the Commissioner of the Independent Commission Against Corruption (ICAC) or its authorized representatives to examine the management and control procedures of the Grantee and follow and act upon any corruption prevention advice rendered by the ICAC;
  - (c) ensure the strict compliance by all its office-bearers, employees, contractors, and agents with the Code of Conduct, Procurement Guidelines, and all internal guidelines and procedures of the Grantee in the conduct of all affairs involving the Grantee PROVIDED that any breach of or non-compliance with the Code of Conduct, Procurement Guidelines, and all internal guidelines and procedures shall be treated as the Grantee's breach of the terms and conditions of this Agreement whether or not the breach of or non-compliance with the Code of Conduct, Procurement Guidelines, and all internal guidelines and procedures is committed by the Grantee, any of its office-bearers, employees, contractors, and agents;
  - (d) prohibit all its office-bearers, employees, contractors, agents and Affiliated Clubs from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) and require all its office-bearers, employees, contractors, agents and Affiliated Clubs to declare and avoid any conflict of interest.
10. The Grantee agrees to give due acknowledgment (e.g. in billing, promotional materials, ceremonial arrangement, house programmes and other publications) to the Government by including a statement that the "activity is subvented by the Leisure and Cultural Services Department" followed by the official logo of the Department. The acknowledgement should be placed in a suitable position in promotional materials. The Grantee further agrees that the acknowledgement and any other reference to the Government or its employees carry no implications whatsoever that the Government or its employees undertake or accept any responsibility to third parties for the Grantee's debts or obligations.
11. The Grantee hereby:-



- (a) consents, agrees and authorizes the Government without further notification to disclose, verify and/or exchange all and any information and data ("the Data") related to the Grantee's constituent committees (including other third parties) for the purposes of and in relation to the consideration, review and evaluation of the Grantee's application for the Subvention and the Subvention hereby granted or for the maintenance of the Subvention made or in respect of the continuation of the Subvention made or to be made, or in relation to the use of the Data in the Government's discretion in the general policies, requirements, decisions and related activities and matters of the Government in administration of and for publicity as part of the general transparency of the Government in the discharge of its functions and duties. The Grantee shall obtain the consent of data subjects and comply with the Personal Data (Privacy) Ordinance (Cap. 486) before disclosing or transferring the Data obtained from data subjects to the Government; and
  - (b) accepts and authorizes that all Data are supplied to the Government in connection with the application for the Subvention and in connection, firstly, with the making, maintaining, reviewing, assessing, recovering and publicizing the Data for the direct primary purpose of the Subvention, and secondly, the objectives of the Government for the wider but equal secondary purpose of recording, storing, identifying and making available the Data for public access and fully informing the public of the performance of the Grantee from time to time and at all times in the necessary discharge of its statutory responsibilities and that failure so to treat and deal with the Data may result in the Government being unable to discharge its functions properly and efficiently and that such treatment of and dealing with the Data are accordingly hereby fully and irrevocably authorized by the Grantee. The Grantee hereby indemnifies the Government against all third party claims in this regard including without limitation employees of or consultants to and any other direct or indirect providers of services or benefits to the Grantee.
12. The Grantee shall take steps to implement principles of Corporate Governance in terms of internal control and monitoring, succession planning of all office-bearers and employees, etc.; and shall conduct in a proper and lawful manner all its business and activities, including but not limited to the Activities.
13. This Agreement is personal to the Grantee. Save and except as provided in Clause 3, the Grantee shall not, without the prior written consent of the Government, assign, sub-contract or otherwise transfer this Agreement or any part, share or interest therein.
14. (a) The Grantee shall effect and keep in force during the Subvention Period a public liability policy of insurance exclusively for this Agreement in the joint names of the Government, the Grantee and the Affiliated Clubs for all the Activities in the insured sum of not less than HK\$6.5 million for the occurrence of any single accident and unlimited amount for the Subvention Period or in any other insured sum to be directed by the Government with a reputable insurance company authorized under the Insurance Companies Ordinance (Cap. 41). The insurance policy shall cover liability to pay damages and compensation for injury to or death of any person and for loss of or damage to any property where such injury, death, loss or damage is caused by or arises out of any act, omission or negligence of the Government, the Grantee or the Affiliated Clubs or any of their employees or agents. The Grantee shall ensure that any public liability shall be adequately covered by the policy of insurance;

- (b) In the event that the Grantee transfers any of the Subvention to any Affiliated Club to implement any of the Activities pursuant to Clause 3(b), the Grantee shall, before the implementation of such Activities, either arrange for the inclusion of the Affiliated Club in the public liability policy as an insured party or ensure that the Affiliated Club shall effect a separate public liability policy in an insured sum which is adequate for the purpose of such Activities and approved by the Government with a reputable insurance company authorized under the Insurance Companies Ordinance (Cap. 41) to be approved by the Government;
  - (c) The Grantee shall provide a copy of the policy of insurance to the Government upon the Government's demand free of charge;
  - (d) If the public liability policy of insurance provides for the payment of any amount of excess or compensation to be borne by the insured parties, the Grantee shall be solely responsible for such payment and shall reimburse the Government forthwith if the Government shall be required to make such payment;
  - (e) The Grantee shall report any accident and claim in respect of any of the Activities and provide relevant information within fourteen (14) days to the Government and report such accident and claim to the insurance company as may be required by the policy of insurance; and
  - (f) The Government shall be at liberty to give instructions to and liaise with the insurance company directly in respect of such accident and claim if it so desires.
15. (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of –
- (i) any loss of or damage to any of the Grantee's property or that of its office-bearers, employees, contractors, agents or Affiliated Clubs howsoever caused except by any act, omission, default or negligence of the Government or any of its employees or agents or otherwise; and
  - (ii) any injury to or death of any of the Grantee's office-bearers, employees, contractors, agents or personnel of Affiliated Clubs save and except any such injury or death caused by the negligence of the Government or any of its employees or agents;
- (b) The Grantee shall indemnify the Government and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of –
- (i) any loss, damage, injury or death referred to in sub-clause (a) of this clause save and except loss, damage, injury or death caused by the negligence of the Government or any of its employees or agents; and
  - (ii) any loss of or damage sustained by or any injury to or death of any third party in consequence of any act, omission, default or negligence of the Grantee or any of its office-bearers, employees, contractors, agents or Affiliated Clubs;

- (c) The Grantee shall indemnify the Government against any loss of or damage to any property of the Government or of any of its employees or agents or any injury to or death of any employee or agent of the Government arising out of any act, omission, default or negligence of the Grantee or any of its office-bearers, employees, contractors, agents or Affiliated Clubs;
  - (d) For the purposes of this clause 'negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71);
  - (e) Without prejudice to Sub-Clauses (a) to (d) hereinabove, the Grantee shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of, but not be limited to, the following –
    - (i) the negligence, recklessness or wilful misconduct of the Grantee or its office-bearers, employees, contractors, agents or Affiliated Clubs;
    - (ii) the breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by the Grantee or its office-bearers, employees, contractors, agents or Affiliated Clubs under this Agreement;
    - (iii) any unauthorized act or omission of the Grantee or its office-bearers, employees, contractors, agents or Affiliated Clubs; and
  - (f) the indemnities, payment and compensation given in pursuance of this Agreement by the Grantee shall not be defected or reduced by reason of any failure or omission of the Government in enforcing any of the terms and conditions of this Agreement, or in supervising or controlling the Grantee's operation or method of working.
16. The Government shall be entitled to terminate this Agreement forthwith but without prejudice to any other rights and remedies which the Government has or may have under various circumstances including but not limited to the following : -
- (a) the Grantee goes into liquidation or a petition is being filed for the bankruptcy or the winding up of the Grantee's business otherwise than for the purpose of a reconstruction or amalgamation previously approved by the Government in writing or the Grantee becomes insolvent or makes any composition or arrangement with creditors;
  - (b) the Grantee, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager;
  - (c) non-payment of any sums due from the Grantee to the Government in accordance with the terms and conditions of this Agreement;
  - (d) the Grantee assigns, sub-contracts or transfers or purports to assign, sub-contract or transfer this Agreement or any part thereof without the prior written consent of the Government;

- (e) the Grantee fails and/or neglects to carry out the obligations under this Agreement or any part thereof as and when directed by the Government;
  - (f) the Grantee fails to fulfill the obligations under this Agreement or any part thereof with due care and diligence or in accordance with the terms and conditions of this Agreement despite previous warning by the Government;
  - (g) the Grantee is or has been unnecessarily or unreasonably delaying the fulfillment of its obligations under this Agreement or any part thereof;
  - (h) the Grantee is in breach of any of the terms and conditions of this Agreement; and
  - (i) the contravention of any provision of the Prevention of Bribery Ordinance (Cap. 201) by any of the Grantee's office-bearers, employees, contractors or agents in connection with or in the fulfillment of the obligations under this Agreement.
17. (a) If this Agreement is terminated in accordance with the terms and conditions of the Agreement, the Government shall not –
- (i) be obliged to make further payment of the Subvention to the Grantee; and
  - (ii) be responsible for any loss and expenses suffered or incurred by the Grantee due to the termination of this Agreement;
- (b) the rights of the Government hereinabove are in addition to and without prejudice to any other rights the Government may have whether against the Grantee directly or pursuant to any indemnity;
- (c) any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party; and
- (d) the Grantee shall be liable for all expenses necessary incurred by the Government as a result of the termination of this Agreement.
18. The remedies available to the Government in this Agreement and the Government's rights under Clauses 3(c), 3(e), 3(f), 3(g), 14(d), 15(b), 15(c), 15(e), 15(f) and 17 shall survive the expiry or termination of this Agreement and the Government may seek any remedy and exercise any such right upon any breach committed by the Grantee (or any Affiliated Club) or discovered by the Government before or after the expiry or termination of this Agreement. Any money due and payable to or demanded by the Government under this Agreement may be deducted from any money payable by the Government to the Grantee under this Agreement or any other agreement, in any form, made between the Government and the Grantee in the past, present or future. Any money due and payable to or demanded by the Government under any previous agreement in any form on Government subvention may be deducted from any money payable by the Government to the Grantee under this Agreement.
19. This Agreement shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region. A corresponding Chinese version of this Agreement has been prepared for reference purposes. Should discrepancy in interpretation arise, the English version of the Agreement shall prevail.

In witness whereof the parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of the  
Government of the Hong Kong Special  
Administrative Region

SIGNED for and on behalf of the  
«Assn»

( )  
Assistant Director of  
Leisure and Cultural Services Department

( )  
President / Chairman

(*LCSD's Chop*)

(*Association's Chop*)

in the presence of

in the presence of

( )  
Chief Leisure Manager of  
Leisure and Cultural Services Department

( )

樣本（不連附件）  
（譯文）

香港特別行政區政府與  
<體育總會名稱>  
二零一一年至一二年度協議

本協議於二零一一年四月一日訂立。立約一方為香港特別行政區政府，其代表為康樂及文化事務署署長（簡稱“政府”），主要辦事處位於香港沙田排頭街 1-3 號康樂及文化事務署總部 16 樓，另一方為在香港註冊的 <機構名稱>（簡稱“受款機構”），登記地址為\_\_\_\_\_。

茲因政府擬在香港推廣和發展體育運動，而受款機構同意提議和籌辦特定的體育活動；

雙方現同意如下：

鑑於政府根據本協議向受款機構批出最高款額港幣\_\_\_\_\_元（簡稱“資助金”），受款機構須按照附件 B 所載核准財政預算（簡稱“預算”），在符合本協議的條款和條件的情況下，推行其提議的活動計劃（載於隨本協議夾附的附件 A，並由政府不時修訂），以及政府根據本協議批准舉辦的其他活動（簡稱“該等活動”）。

雙方現同意如下：

1. 本協議於雙方簽署後生效，並使雙方由二零一一年四月一日起根據本協議的條款及條件所作的一切作為成為有效。本協議有效期由二零一一年四月一日至二零一二年三月三十一日。這兩個日期涵蓋的期間（包括首尾兩天）稱為“資助期”。
2. 政府與受款機構不會因本協議締結任何僱主與僱員或委託人與代理人的關係。政府或其僱員無須為受款機構的行為、遺漏之處和會務負上責任。
3. (a) 資助金須在資助期內每季開始時預先支付。政府會根據協議在二零一一年四月發放首筆季度資助金，其餘季度的資助金須在二零一一年七月和十月以及二零一二年一月發放。受款機構須妥善履行本協議所訂的責任至政府滿意的程度，才會獲發資助金。  
(b) 儘管有第 13 條的一般性原則，受款機構如事先取得政府的書面同意，可把資助金的任何部分轉撥給經政府批准並已向政府登記參加社區體育會計劃的任何體育會（“屬會”），以舉辦任何該等活動。屬會名單載於附錄 I 表 C(IV)第 ii 項及附件 A 附錄 II 第 I 及 II 項，並由政府不時修訂。為了把資助金的任何部分轉撥給任何屬會，受款機構須協助屬會舉辦該等活動，並須遵守由康樂及文化事務署（“康文署”）編印並且不時修訂的《體育總會申請手冊》（“手冊”）第七章的規定。  
(c) 政府有權暫停、更改、減少或取消發放全部或部分資助金，或

要求受款機構歸還全部或部分資助金和根據第 4 條所訂明的儲備金。如受款機構未能妥善履行本協議所訂的責任或舉辦任何該等活動，又或任何該等活動因延期、更改時間或規模、遭取消或其他情況，或因受款機構的會務或運作暫時或永久終止而受到重大影響，則政府可於給予受款機構一個月通知後，行使上述權力，而此舉並不影響第 5 條的規定及政府擁有的任何其他權利和補償；但如證實資助金或其任何部分已由受款機構真誠及妥善用於履行本協議所訂的責任，又或該等活動延期、更改時間或規模、遭取消或發生其他情況而令政府認為是由於受款機構不能控制的因素所引致，則政府不會行使這項權力。

- (d) 為施行本條(c)款，如擬舉辦活動的規模及級別有任何改變（包括取消活動），受款機構須在有關改變或活動取消生效後一(1)個月內以書面通知政府及說明原因。
  - (e) 如政府行使本條(c)款所載的權力，受款機構須應政府的要求歸還任何獲發的款項，不論該筆款項是否已存入儲備金內。
  - (f) 儘管有本條(e)款的規定，政府根據上述權力而暫停、更改、減少或取消發放資助金，或要求受款機構歸還資助金，將不會減輕、改變或解除受款機構根據本協議而須履行的餘下責任。
  - (g) 如任何屬會不遵守或違反由受款機構交給政府備存的行為守則（“行為守則”）或採購指引（“採購指引”）；或違反《防止賄賂條例》（第 201 章）；或未能舉辦任何該等活動；又或該等活動因延期、更改時間或規模、取消或其他情況，或因屬會的會務或運作暫時或永久終止而受到重大影響；除非該等活動延期、更改時間或規模、取消或其他情況是由屬會不能控制的因素所引致，則在不影響本條(c)款的條文及政府享有的任何其他權利和補償的情況下，政府有權暫停、更改、減少、取消發放或要求受款機構向政府歸還有關社區體育會計劃的資助金的任何部分。
4. (a) 在符合載於附件 D 的運用儲備金指引所述的規定和要求的情況下，受款機構可把從資助金中節省的款項存入儲備金，以應付日後的財政需要，但有關款項不得超過資助期所得資助金的百分之二十五(25%)；
- (b) 只有在理據充分和對資助金或儲備金不構成任何經常財政負擔的情況下，受款機構才可向政府申請給予特別考慮，修改上述儲備金的最高百分率限額；
  - (c) 受款機構須就資助金及儲備金開設獨立的分類帳目。受款機構須就資助金及儲備金開設獨立和指定的銀行帳戶；
  - (d) 受款機構須在指定的銀行帳戶內撥留完全相等於儲備金分類帳結餘所顯示的金額；
  - (e) 根據本協議附件 D 的規定，受款機構在動用儲備金前須取得政府的書面批准；以及
  - (f) 如受款機構有正當理由終止本協議，該機構應在擬議終止協議

日期的三(3)個月前，以書面提出充分理由及述明償還資助金和儲備金餘款的方法，以供政府批准。

5. (a) 受款機構同意迅速通知政府其就任何該等活動所獲贈的任何捐款或贊助。受款機構須把從捐款或贊助所得的款額與資助金和儲備金分開，以方便審計。為此目的，受款機構須在第 4 條(c)款所指的同一指定銀行帳戶內就收到指定供該等活動之用的捐款及／或贊助另設分類帳目；
  - (b) 如受款機構在任何該等活動中接受並使用任何捐款或贊助，而同時又收取資助金，受款機構應就該等活動向政府說明活動開支的哪部分是由捐款及或贊助支付，哪部分是由政府給予該等活動的資助金支付，並應把從該等活動的資助金中省下的款項存入儲備金；否則，政府有權暫停、更改、減少或取消全部或部分資助金，或要求受款機構償還全部或部分資助金以及儲備金；以及
  - (c) 受款機構同意自行承擔接受捐款及／或贊助在財政及其他方面的所有後果，不要求政府提供任何補償或財政援助。
6. 為確保能夠達到向受款機構批出資助金的目的，並使政府能清楚說明受款機構如何運用資助金，受款機構同意並承諾：-
- (a) 受款機構每次選幹事時，必會知會政府；
  - (b) 通知政府其所舉行任何有助推行該等活動的活動（包括推廣活動、記者招待會或與籌辦該等活動有關的會議），並向政府提供有關的宣傳資料，以便政府委派代表，按需要出席該等活動、場合或會議；
  - (c) 受款機構須按照政府要求的方式，在二零一一年八月三十一日和十一月三十日及二零一二年二月二十八日和五月三十一日或之前，每季向政府提交有關資助金和儲備金的活動報告；
  - (d) 聘請一名根據《專業會計師條例》（第 50 章）第 22 條註冊的執業會計師就資助期內資助金及儲備金的周年帳目進行審查和提交報告，以及在二零一一年十二月三十一日或之前把經該執業會計師簽署確認核證工作符合下文第 6 條(e)款訂明的香港核證準則進行的書面文件提交政府；
  - (e) 在二零一二年九月三十日或之前就資助期向政府分別提交資助金和儲備金的周年帳目。周年帳目須經受款機構主席或會長核證，並由按照上文第 6 條(d)款受聘的執業會計師按照香港會計師公會發出的香港核證準則第 3000 號「非審核或審閱過往財務資料之核證工作」以合理的核證方式進行審查。隨付周年帳目的核證報告須包括就受款機構遵守本協議條文、由康文署編印並且不時修訂的審計指南（“審計指南”）、由受款機構交給政府備存的行為守則及採購指引的情況所作的結論表述。就行為守則而言，核證報告須總結受款機構在處理利益衝突申報及接受利益的申請時遵守有關程序要求的情況；
  - (f) 容許政府、審計署署長或其代表不受限制地取得、查詢、審查及審計（包括複製）受款機構有關該等活動的記錄和帳目，以



及受款機構管理和管制程序，並向政府、審計署署長或其代表解釋任何有關收據、開支或保管衍生自資助金的任何金錢的事宜。由向政府遞交資助金及儲備金的周年帳目當日起計，受款機構應保留有關該等活動的所有記錄和帳目至少三年，以方便審計和作其他查閱之用。

7. 為確保資助金在核准編制的受資助職位（載於附件B）的薪酬方面使用得宜，受款機構同意並承諾：

- (a) 根據手冊內有關程序、入職條件及不得低於最低薪酬的規定招聘及聘用合資格人員；
- (b) 向在二零零七年四月一日至二零一一年三月三十一日期間連續無間斷地服務受款機構擔任核准編制內任何受資助職位的人員，發放特別人事資助金（金額在附件B職員開支總目下項目一欄內訂明）。沒有發放給上述人員的特別人事資助金須在資助期完結時存入儲備金；
- (c) 根據《強制性公積金計劃條例》（第485條），就受聘負責該等活動的兼職教練及工作人員向強制性公積金受託人發放用作強制性公積金供款的資助額；
- (d) 向政府匯報核准編制內受資助人員的招聘及調動事宜，並在該等人員的招聘及調動生效後一(1)個月內提交僱傭合約（詳列僱傭條款及條件）的副本以供參考；以及
- (e) 就聘用核准編制職位的人員的聘用過程及甄選程序向政府提出意見。

8. 受款機構同意：—

- (a) 實施適當的內部管制，確保以具成本效益和負責任的方式使用資助金及儲備金。如發現違規情況，政府會要求受款機構即時進行調查，然後在十四(14)天內向政府提交一份詳盡報告。報告必須涵蓋調查的所有範圍，包括建議日後如何避免該等違規事件再次發生；
- (b) 遵守香港所有目前施行及不時修訂的法例、成文法規、條例、規則及規例；
- (c) 恪守手冊臚列的申領資助金準則及程序指引；
- (d) 在各項工作及決策程序上恪守行為守則和採購指引（特別是其中旨在避免利益衝突的批核機制及申報制度），以及其他內部行政程序。如政府就受款機構、其任何執事、僱員、承辦商或代理人在各項工作及決策程序上的表現或行為提出查詢，須在十四(14)天內以書面回答，直至令政府滿意；
- (e) 確保屬會：
  - (i) 遵守行為守則及採購指引所載的批核機制及申報制度，以避免利益衝突；以及

- (ii) 一旦發現違反或不遵守行為守則或採購指引的情況，立即採取所有合理行動作出糾正。
- (f) 跟從及執行政府就改善受款機構的內部管制和監察機制、行為守則、採購指引及職員招聘及聘用程序而提出的意見，以確保資助金及儲備金的使用對公眾具透明度及問責性；
- (g) 因應政府的要求，以政府列明的方式及時限，就有關受款機構、其任何執事、僱員、承辦商、代理人或屬會違反或不遵守行為守則、採購指引，以及所有內部指引及程序的投訴、指控或懷疑提供解釋及提供相關的資料、文件及材料，直至令政府滿意。如受款機構無法就有關違反或不遵守行為守則、採購指引，以及所有內部指引及程序的投訴、指控或懷疑提供解釋或提供有關的資料、文件或材料，不論違反或不遵守有關規定者是受款機構還是其任何執事、僱員、承辦商、代理人或屬會，均視作受款機構違反本協議的條款及條件論；
- (h) 如載列於附件 B 的核准編制內的受資助職位有任何改動，須事先要求政府給予書面批准；
- (i) 如受款機構有意取用任何資助金以舉辦未列於附件 A 活動計劃內的活動，不論這筆資助金是否已存入儲備金內，均須先取得政府的書面同意；
- (j) 不得在未獲政府書面同意前偏離預算，唯受款機構在使用及調動資助金時，可根據載於附件 C 的“調撥資助金指引”調撥資助金；
- (k) 所有該等活動均不得接受由煙草公司提供的贊助；為 18 歲以下青少年舉辦的該等活動，不得接受任何由酒品公司提供的贊助；以及不得接受任何有可能對政府的形象或誠信造成負面影響的捐款或贊助；
- (l) 按照附件 A 所預計的其他途徑盡力賺取收入，包括物色贊助商和舉行籌款活動；
- (m) 就資助金及儲備金從銀行利息所得的收益，納入受款機構的周年帳目內；
- (n) 如受款機構的行為守則、採購指引、會計及付款程序、招聘及聘用職員的甄選程序以及所有內部指引和程序有任何更改或修訂，須不時並在有關更改或修訂生效後的一(1)個月內通知政府；
- (o) 把其所有執事、僱員、承辦商、代理人及屬會的利益申報通知政府，並在收到要求時，向政府提供（包括但不限於）所有討論摘要、會議記錄及管理決議等的正式記錄，以供檢查受款機構有否遵守行為守則、採購指引以及所有內部指引和程序等規定；以及
- (p) 如受款機構的《組織章程大綱及章程細則》或組織章程的條款

有任何更改或修訂，須不時並在有關更改或修訂生效後的一(1)個月內通知政府，以及確保任何該等更改不影響本協議簽訂雙方的任何權利或責任或本協議任何條款或條件的效力。

9. 為確定受款機構具有接受資助金的資格，受款機構同意：一

- (a) 每當政府提出要求，讓政府或其代表就該等活動的運作進行衡工量值研究；
- (b) 讓廉政專員或其獲授權代表審查受款機構的管理和管制程序，並會因應廉政公署就防止貪污給予的意見，採取相應行動；
- (c) 確保其所有執事、僱員、承辦商及代理人在辦理涉及受款機構的一切事務時，嚴格遵守受款機構的行為守則、採購指引，以及所有內部指引和程序。如有違反或不遵守行為守則、採購指引，以及所有內部指引和程序，不論違反或不遵守有關規定者是受款機構還是其任何執事、僱員、承辦商及代理人，均視作受款機構違反本協議的條款及條件論；
- (d) 禁止其所有執事、僱員、承辦商、代理人及屬會提供、索取或接受《防止賄賂條例》（第 201 章）所界定的任何利益，並規定其所有執事、僱員、承辦商、代理人及屬會應申報和避免任何利益衝突。

10. 受款機構同意向政府作出適當鳴謝（例如在廣告和宣傳物品、儀式安排、場刊及其他印刷品上），包括註明“有關活動獲康樂及文化事務署資助”的語句（句末附康文署的標識）。鳴謝語句應置於宣傳物品適當位置。受款機構並同意，對政府或其僱員的鳴謝語句及其他提述絕不表示政府或其僱員須就受款機構的債務或責任，向有關的第三方承擔或接受任何責任。

11. 受款機構謹此：

- (a) 允許、同意和授權政府無須進一步通知受款機構，即可披露、核實及／或交換所有及任何有關其附屬委員會（包括其他第三方）的資料和數據（簡稱“資料”），以供考慮、覆核和評審受款機構的資助金申請及謹此獲批的資助金或用以維持已批出的資助金或延續已批出或將會批出的資助金，或把資料供政府酌情使用於一般政策、規定、決策方面及與執行職能與職務方面有關的行政和宣傳活動及事宜上，以維持政府的整體透明度。受款機構在向政府披露或轉交從資料對象取得的資料前，須徵得資料對象的同意及遵守《個人資料（私隱）條例》（第 486 章）；以及
- (b) 接受和批准所有提供給政府的資料均與資助金申請有關，包括首先在擬備、保留、覆核、評估、取回和宣傳該等資料方面，均與提供資助金的直接基本目的有關；其次在記錄、儲存、識別和提供該等資料供市民查閱，以及政府為履行其必要法定職能而不時及隨時向公眾詳細交代受款機構的表現等較廣泛的間接用途上，均與政府的目標有關。如未能按照上述方法處置和處理資料，政府或會因此不能適當和有效履行其職務，因此，

政府獲受款機構完全及不可撤回地授權如此處置和處理資料。如有第三方（包括但不限於受款機構的僱員或顧問及任何其他直接或間接向受款機構提供服務或利益的人士／團體）就這方面向政府提出申索，受款機構將對政府作出彌償。

12. 受款機構須採取行動，以期在內部管制及監察，以及所有執事及僱員的接任計劃等方面落實企業管治的原則；並以適當及合法的方式處理其一切會務及舉辦一切活動，包括但不限於該等活動。
13. 本協議為受款機構所持有。除非事先取得政府書面同意，受款機構不得把本協議或其任何部分或其權益轉讓、分判或轉撥他人，第 3 條訂明的情況則屬例外。
14. (a) 受款機構須在資助期內以政府、受款機構及屬會的名義，向《保險公司條例》（第 41 章）所認可的有信譽保險公司，特別為本協議的所有該等活動購買公眾法律責任保險，並使保單持續有效。保額為每宗意外不少於港幣 650 萬元及在資助期內金額不設限，或保額按政府的指示而定。上述保單須承保下述情況的法律責任：因政府、受款機構或屬會或其任何僱員或代理人的任何行為、遺漏之處或疏忽而導致有人傷亡或財物損失或損毀而須作出損害賠償及補償。受款機構須確保上述保單足以承保任何公眾法律責任。
  - (b) 如受款機構根據第 3(b) 條把資助金的任何部分轉撥任何屬會，以舉辦任何該等活動，受款機構須在該等活動舉行之前作出安排，把有關屬會列為公眾法律責任保險的受保人，或確保有關屬會會另行向《保險公司條例》（第 41 章）所認可的有信譽保險公司購買一份須獲政府批准的公眾法律責任保險，而保額須足以保障該等活動並獲政府批准。
  - (c) 受款機構須應政府的要求，免費向其提供保單的副本。
  - (d) 如公眾法律責任保險訂明受保人須承擔自付額或補償，則受款機構須獨自負責支付該等款項。如政府須支付該等款項，受款機構須立即悉數付還政府。
  - (e) 受款機構須就任何該等活動的意外和申索在十四(14)天內向政府報告並提供相關資料；如保單有所規定，須向保險公司報告這類意外和申索。
  - (f) 政府可隨時就這類意外和申索與保險公司直接聯絡及給予指示。
15. (a) 政府及其僱員或代理人無須就下述情況承擔任何法律責任：
  - (i) 受款機構或其執事、僱員、承辦商、代理人或屬會的任何財物損失或損毀；但如該等損失或損毀是因政府或其任何僱員或代理人的行為、遺漏之處、失責行為或疏忽而導致或因其他原因引致，則屬例外；以及
  - (ii) 受款機構的任何執事、僱員、承辦商、代理人或屬會員工

的任何傷亡；但因政府或其任何僱員或代理人疏忽而引致該等人士傷亡，則屬例外；

- (b) 受款機構必須就下述情況，對政府及其僱員或代理人須承擔的申索、索求或法律責任（包括一切費用、收費或開支），向政府及其僱員或代理人作出彌償：
  - (i) 本條(a)款所指的任何損失、損毀或傷亡；但因政府或其任何僱員或代理人疏忽而導致的損失、損毀或傷亡，則屬例外；以及
  - (ii) 因受款機構或其任何執事、僱員、承辦商、代理人或屬會的行為、遺漏之處、失責行為或疏忽而引致第三者蒙受任何損失、損毀或傷亡；
- (c) 如因受款機構或其任何執事、僱員、承辦商、代理人或屬會的行為、遺漏之處、失責行為或疏忽而引致政府或其任何僱員或代理人蒙受任何財物損失或損毀，或引致政府任何僱員或代理人傷亡，受款機構必須向政府作出彌償。
- (d) 本條款所指的“疏忽”應與《管制免責條款條例》（第71章）第2(1)條所定的意義相同。
- (e) 在不影響本條上列(a)至(d)款的條文的情況下，如由於下述情況、或與下述情況有關或因下述原因（但不限於下列各項）而令政府蒙受或引致或導致有人向政府提出或確立任何損失、申索、損害賠償、費用、收費、開支、法律責任、要求、法律程序及訴訟等，受款機構須完全和有效地向政府作出彌償：
  - (i) 受款機構或其執事、僱員、承辦商、代理人或屬會的疏忽、罔顧後果或故意的不當行為；
  - (ii) 受款機構或其執事、僱員、承辦商、代理人或屬會違反或不履行或不遵守本協議內的任何保證和承諾、責任或規定；
  - (iii) 受款機構或其執事、僱員、承辦商、代理人或屬會任何未經授權的行為或遺漏之處；以及
- (f) 受款機構依據本協議所給予的彌償、付款及補償，並不會因政府未能或疏忽執行本協議的任何條款及條件，或因其未能或疏忽監督或管制受款機構的運作和其工作方式而有所缺少或減少。

16. 政府有權即時終止本協議而無損政府在任何情況下所享有或將會享有的任何其他權利和補償，各種情況包括但不限於下述各項一

- (a) 受款機構進行清盤；或有人就受款機構的業務提出非為進行政府先前書面批准的重組或合併的破產或清盤呈請；或受款機構無力償債；或受款機構向其債權人提出任何債務重整協議或安排；

- (b) 本身為公司的受款機構通過決議或法庭判令把其資產清盤；代表債權證持有人委任破產管理人或財產接收管理人；或事態發展令法庭或債權證持有人有權委任破產管理人或財產接收管理人；
- (c) 受款機構沒有按照本協議的條款和條件向政府繳付到期應付的款項；
- (d) 受款機構事先未獲政府書面同意而把本協議或其任何部分轉讓、分判或轉撥他人，或宣稱轉讓、分判或轉撥他人；
- (e) 受款機構未能及／或疏於按政府指示履行本協議或其任何部分所訂明的責任；
- (f) 儘管政府先前曾提出警告，受款機構仍未能以應有的謹慎及努力根據本協議或其任何部分或本協議所訂的條款和條件履行責任；
- (g) 受款機構一直不必要地或無理地延遲履行本協議或其任何部分所訂明的責任；
- (h) 受款機構違反本協議的任何條款和條件；以及
- (i) 受款機構的任何執事、僱員、承辦商或代理人，在與本協議有關連的情況下或在履行本協議所規定的責任時，違反《防止賄賂條例》（第 201 章）的任何條文。

17. (a) 如根據本協議的條款和條件終止本協議，政府無須：

- (i) 繼續向受款機構發放資助金；以及
- (ii) 就受款機構因本協議的終止而蒙受或招致的任何損失及開支負上責任。

- (b) 在上文所述的政府權利，並不包括亦無損政府擁有向受款機構直接追討或依據任何彌償保障行使的任何其他權利；
- (c) 不論由於何種原因而導致須終止本協議，仍不影響本協議的任何一方的應累算權利或法律責任；以及
- (d) 政府因終止本協議而招致的一切所需開支，須由受款機構負責。

18. 政府根據本協議可得的補償及第 3(c)、3(e)、3(f)、3(g)、14(d)、15(b)、15(c)、15(e)、15(f)及 17 條賦予政府的權利，即使在本協議完結或終止後仍然留存，而政府亦可就受款機構（或任何屬會）違約或在本協議完結或終止之前或之後被政府發現違約而要求任何補償及行使任何該等權利。根據本協議到期並須支付給政府或政府要求的任何款項，可從政府根據本協議或政府與受款機構在過去、現在或將來以任何方式訂立的任何其他協議須支付給受款機構的任何款項中扣除。根據就政府資助金以任何形式訂立的任何先前協議到期並須支付給政府或政府要求的任何款項，可從政府根據本協議須支付給

受款機構的任何款項中扣除。

19. 本協議受香港特別行政區法例規限，其釋義以香港特別行政區法例為依歸。一份對等的中譯本亦已擬備，以供參考。如在釋義上出現歧異，概以英文版本為準。

訂約雙方於文首所述日期簽立本協議。

香港特別行政區政府代表簽署

XXXX 會代表簽署

(  
康樂及文化事務署助理署長

(  
會長／主席

(康文署圖章)  
見證人簽署

(總會圖章)  
見證人簽署

(  
康樂及文化事務署  
總康樂事務經理

(