



香港旅遊業議會
TRAVEL INDUSTRY COUNCIL
OF HONG KONG
Incorporated with limited liability

**Guide to Application for
Training Programme Subsidy Scheme
under Travel Industry Training Fund**

1. Background

- 1.1 In the Budget Speech for 2017-18, the Financial Secretary of the Hong Kong Special Administrative Region (HKSAR) Government (“**Government**”) introduced a number of measures to support the travel industry, one of which was to allocate HK\$5 million for the establishment of the Travel Industry Training Fund (“**Training Fund**”). Nearly 90% of the funding is used to set up the Training Programme Subsidy Scheme (“**Subsidy Scheme**”), which is managed by the Travel Industry Council of Hong Kong (“**TIC**”).

2. Objective

- 2.1 One of the objectives of the Subsidy Scheme is to enhance the service quality of the travel industry through subsidising eligible training bodies to organise training activities.

3. Management and Operation

- 3.1 The Training Committee of the TIC (“**Training Committee**”) is responsible for setting out details of the Subsidy Scheme, monitoring its implementation and the use of funding.
- 3.2 The Vetting Committee of the Training Programme Subsidy Scheme under the Travel Industry Training Fund (“**Vetting Committee**”), which is formed by the Training Committee, will consider and approve the applications.
- 3.3 The Executive Office of the TIC, as the Secretariat of the Subsidy Scheme, is responsible for promoting the Subsidy Scheme, releasing application information, handling enquiries, and supporting the Vetting Committee in processing applications.
- 3.4 The TIC will post the lists of subsidised training activities and their providers on its website for trade members’ reference.

4. Criteria for and Scope of Training Activities

- 4.1 Training activities eligible for subsidy under the Subsidy Scheme shall meet the objective of the Subsidy Scheme.

- 4.2 Training activities are confined to people who work for travel agents (including tour escorts and tourist guides). Participants of the training activities shall provide a letter of proof by their travel agents (please refer to **Annex 1**), or a valid Tour Escort Pass or Tourist Guide Pass.
- 4.3 Training activities, which can be courses or workshops, shall be able to enhance and upgrade the trade knowledge and skills of people who work for travel agents (including tour escorts and tourist guides). The activities may cover but are not limited to the following topics:
- (a) green tourism;
 - (b) cultural tourism;
 - (c) customer service/hospitality;
 - (d) cruise tourism; and
 - (e) Meetings, Incentive travels, Conventions and Events (MICE) tourism.
- 4.4 Applicant organisations shall complete and submit an application form for each project under application. Each project can include more than one training activity. **Each project shall be completed within 18 months.**
- 4.5 Applicant organisations, at the time of submitting applications, shall pledge to adopt effective measures in areas including enrollment procedures, student attendance records and student course evaluation questionnaires, etc. to ensure the proper use of the subsidy obtained under the Subsidy Scheme.
- 4.6 The TIC or its representatives may at any time conduct on-site inspection (including class observation) on the training activities subsidised by the Subsidy Scheme.
- 4.7 Training activities which have received or will receive any subsidy, sponsorship or donation from sources other than the Subsidy Scheme are ineligible for any subsidy under the Subsidy Scheme.

5. Eligibility Criteria

- 5.1 Applicant organisations shall be non-profit making/non-profit distribution

organisations established or registered according to the laws of the HKSAR.

- 5.2 Eligible applicant organisations include training/education institutions, employer/employee associations or professional bodies in the industry.
- 5.3 Eligible applicant organisations, at the time of submitting applications, shall declare that they will not apply for subsidy under the Subsidy Scheme for any components of the training activities concerned which have received and will receive any form of subsidy or sponsorship.

6. Amount of Subsidy and Year of Subsidy

- 6.1 Subject to paragraph 6.2, the amount of subsidy (“**Approved Subsidy**”) for an approved project (“**Approved Project**”) of a Grantee Organisation (as defined in paragraph 11.1 below) is capped at 80% of the total approved cost of the project. The Grantee Organisation shall be responsible for at least 20% of the total approved cost of the project in cash (such as the income from implementing the Approved Project, including course fees).
- 6.2 Each eligible organisation is subject to a subsidy ceiling of HK\$250,000 per year.
- 6.3 The first year of subsidy is to commence from the day when the Subsidy Scheme launches until 31 March 2019, and subsequent years of subsidy are to commence from 1 April of each year until 31 March of the next year.

7. Application Procedures

- 7.1 The Subsidy Scheme is open for applications all year round.
- 7.2 An applicant organisation shall complete and submit an application form for each project, which may include more than one training activity. The applicant organisation shall provide detailed information about each training activity in the application form, including the objectives, outline of contents, total number of hours, target participants and number of participants, commencement and completion dates, as well as qualifications of teachers, quality assurance mechanism, cost, and the applicant organisation’s experience in and record of organising the same or similar training activity.

7.3 The applicant organisation shall provide a detailed budget for each training activity with itemised expenditures in accordance with the format in the application form. Subject to paragraph 7.4, only the following items incurred for the project may be funded:

(a) manpower:

- salary (including the employer's contributions to the Mandatory Provident Fund) of additional manpower directly incurred for the project; and
- salary (including the employer's contributions to the Mandatory Provident Fund) of the applicant organisation's existing staff deployed for the project (on a pro-rata/hourly basis if only a certain percentage of the working time of the staff is deployed).

The amount of salary to be subsidised shall be the amount specified in the Funding Agreement (as defined in paragraph 11.1 below) or the actual salary paid to the staff for the work directly incurred for the project, whichever is the lower. The applicant organisation is required to provide the actual payroll record of the staff upon demand by the Secretariat.

The salary of the aforementioned existing staff shall be charged at a flat rate throughout the implementation period of the project. Annual increment of existing staff shall not be charged to the subsidy.

Fringe benefits, allowances, year-end double payment, etc. of the aforementioned additional and existing staff shall not be charged to the subsidy;

(b) additional equipment:

Only the cost of procuring or leasing of additional equipment for the project;

(c) implementation fee:

The fee paid to an implementation agent for assisting the applicant organisation in implementing the project. Such fee shall be charged based on the work directly incurred for each training activity;

(d) other direct costs:

All other costs directly incurred for the project as follows:

- expenses for consumables;
- external consultancy fees;
- insurance costs of the training activity;
- production and promotion costs of the training activity (such as costs of printing leaflets, advertisements and venue rental for the training activity); and
- external audit fees not exceeding HK\$5,000; and

(e) administrative overheads:

Subject to a ceiling of 10% of the total approved cost of the project. The proposed overheads shall be subject to item-by-item vetting of the justifications provided by the applicant organisation. Areas of administration overheads are as follows:

- project planning, supervisory support and quality assurance;
- human resource management;
- accounting management and financial monitoring;
- marketing and communication; and
- information technology facilities and support.

7.4 Unless prior approval is given by the Vetting Committee, the subsidy shall not cover costs other than those covered in paragraph 7.3 above, such as rental, renovation expenses and utility expenses of the applicant organisation's premises, entertainment expenses and meal expenses.

7.5 The applicant organisation shall submit its registration documents (such as a copy of the Business Registration Certificate), a name list of the members of its Board of Directors, its organisation chart, a copy of its Articles of Association, and a copy of its Annual Report and audited accounts for each of the past three years.

- 7.6 The applicant organisation shall complete and submit an application form before organising the training activity(ies) concerned. The application form and application guide can be downloaded from the [website of the TIC](#).
- 7.7 The applicant organisation shall submit a duly completed and signed application form, together with a soft copy of the completed application form (in MS Word format).
- 7.8 The cost and expenditure incurred in making the application will be solely borne by the applicant organisation. The TIC and the Government will not be responsible for any expenses incurred for the preparation and submission of the application.
- 7.9 The duly completed application form, together with the supporting documents, shall be sent to the Secretariat by post and by email:
- (a) By post: mark “Application for Training Programme Subsidy Scheme” on the envelope and post to the Travel Industry Council of Hong Kong, Rooms 1706-09, Fortress Tower, 250 King’s Road, North Point, Hong Kong; and
 - (b) By email: trainingfund@tichk.org.

8. Withdrawal

- 8.1 The applicant organisation can write to the Secretariat to withdraw its application, upon which the application will no longer be processed.

9. Vetting Procedures

- 9.1 Upon receipt of an application, the Secretariat will assign its person(s)-in-charge to conduct a preliminary assessment on the eligibility of the applicant organisation, the proposed training activity(ies), etc. and, if necessary, seek clarification or supplementary information from the applicant organisation.
- 9.2 The Secretariat reserves the right to reject an application on any of the grounds including but not limited to:

- (a) a petition is presented or a proceeding is commenced or an order is made or a resolution is passed for the winding up or bankruptcy of the applicant organisation;
 - (b) a false, inaccurate or incomplete statement or representation is contained in the application; and
 - (c) the applicant organisation cannot provide documentary proof of its eligibility.
- 9.3 After collecting all the information and documents, the Secretariat will submit the application to the Vetting Committee for consideration.
- 9.4 The Vetting Committee will meet generally once every two months, depending on the number of applications received under the Subsidy Scheme.
- 9.5 The Vetting Committee may impose any terms and conditions on an Approved Project and adjust the amount of the subsidy.
- 9.6 The applicant organisation will be informed in writing by the Secretariat of the result of its application within four months after all the necessary documents are submitted to the Secretariat. If an application is declined, reasons will be provided.
- 9.7 An application that has been rejected may be resubmitted, but substantive revisions shall be made or supplementary grounds provided to address the concerns raised by the Vetting Committee. A resubmitted application will be treated as a new application and will be subject to the same vetting approval procedures.
- 9.8 Decisions of the Vetting Committee are final.

10. Vetting Criteria

- 10.1 All applications will be considered by the Vetting Committee based on their individual merits. The main assessment criteria include:

- (a) the eligibility of the applicant organisation;
- (b) the training activity(ies) shall satisfy the criteria for and fall within the scope of subsidy;
- (c) the criteria for enrolment, qualification of instructors and quality assurance mechanism of the training activity(ies);
- (d) the reasonableness of the proposed cost of the training activity(ies), including whether individual expenditure items are directly related to the implementation of the training activity(ies);
- (e) the applicant organisation's experience in organising the relevant training activity(ies); and whether the organisation has any record of mishandling of public funds, lack of discipline in financial management and non-compliance with the terms and conditions of the Funding Agreement (as defined in paragraph 11.1 below) in relation to the Subsidy Scheme; and
- (f) other factors that are considered relevant by the Vetting Committee.

11. Funding Agreement

11.1 The TIC will, on behalf of the Government, enter into a funding agreement (“**Funding Agreement**”) with each eligible organisation whose application for subsidy for its project is successful (“**Grantee Organisation**”). The Grantee Organisation shall pledge to observe all terms and conditions in the Funding Agreement, including terms and conditions imposed by the Vetting Committee.

12. Purchase of Insurance

12.1 The Grantee Organisation has the responsibility to take out appropriate insurance for the training activity(ies) before it is/they are organised in order to protect the interests of the Grantee Organisation, the participants of the training activity(ies), and the third parties. The costs of the insurance concerned can be subsidised under the Subsidy Scheme (see item (d) of paragraph 7.3 above).

13. Avoidance of Conflicts of Interest

- 13.1 To avoid conflicts of interest, members of the Vetting Committee and the Secretariat are required to declare their general pecuniary interests on appointment and annually thereafter, in addition to declaring any conflicts of interest that may arise from any particular application. Where appropriate, the Chairman of the Vetting Committee may request the members/staff concerned to refrain from participating in the discussion and vetting of the relevant application.
- 13.2 The applicant organisation shall not approach members of the Vetting Committee to avoid affecting the impartiality of their advice.
- 13.3 In engaging any suppliers/service providers/consultants/contractors for implementing the project, the Grantee Organisation shall not engage any suppliers/service providers/consultants/contractors whose owner(s), shareholder(s) or management is/are the owner(s), shareholder(s) or management of the Grantee Organisation, or their relatives or close friends.

14. Publicity and Acknowledgement

- 14.1 The Grantee Organisation is required to participate in the publicity and promotional activities of the Subsidy Scheme and provide materials for publication when invited by the Secretariat or the Government. The Grantee Organisation cannot charge the Secretariat or the Government any fees for participating in these activities or contributing such materials for publication.
- 14.2 Acknowledgement of funding under the “Training Programme Subsidy Scheme under the Travel Industry Training Fund” shall appear in all media events or publicity publications related to the training activity(ies), with the following disclaimer included:

“Any opinions, findings, conclusions or recommendations expressed in this material/event (or by the grantee organisation) do not reflect the views of the Government of the Hong Kong Special Administrative Region, the Travel Industry Council of Hong Kong, or the Vetting Committee of the Training Programme Subsidy Scheme under the Travel Industry Training Fund.”

15. Indemnity

15.1 The applicant organisation and its staff shall indemnify and keep each of the TIC, the Vetting Committee, the Government, and the employees and/or authorised persons of these three parties fully and effectively indemnified against (i) all legal actions, claims (whether or not successful, compromised, settled, withdrawn or discontinued) and demands threatened, brought or established against the TIC, the Vetting Committee, the Government, and the employees and/or authorised persons of these three parties; and (ii) all costs (including all legal fees and other awards, costs, payments, charges and expenses), losses, damages and liabilities suffered or incurred by the TIC, the Vetting Committee, the Government, and the employees and/or authorised persons of these three parties, which in any case arise directly or indirectly in connection with a breach of the duty of confidence under general law; the use of any personal data in contravention of the Personal Data (Privacy) Ordinance (Cap. 486); any breach of the funding agreement by the applicant organisation; or the wilful act, misconduct, default, unauthorised act or wilful omission of the applicant organisation and its staff; or any allegation or claim of infringement of any copyright and/or intellectual property rights of any persons.

16. Prevention of Bribery

16.1 When applying for and receiving subsidy, the applicant organisation and its staff shall observe the Prevention of Bribery Ordinance (Cap. 201) and shall ensure that any of its directors, employees, agents, consultants, contractors and other personnel who are in any way involved in the application shall not offer to or solicit or accept from any person any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance) in relation to the application.

17. Procurement Procedures

17.1 The Grantee Organisation shall exercise the utmost prudence in procuring products or services for each training activity and shall adhere to the following procedures (unless the prior written consent of the Secretariat is obtained).

17.2 For every procurement of products or services in relation to or for the purposes of the training activity with the aggregate amount not exceeding HK\$50,000, the Grantee Organisation shall invite at least two suppliers/service providers/consultants/contractors which can provide such products or services

for written quotations and accept the lowest bid. Full justifications shall be given if fewer than two suppliers/service providers/consultants/contractors are invited for quotations. If the lowest bid is not selected, the Grantee Organisation shall obtain prior written consent from the Secretariat with full justifications given.

17.3 For every procurement of products or services in relation to or for the purposes of the training activity with the aggregate amount exceeding HK\$50,000 but not HK\$1.4 million, the Grantee Organisation shall invite at least five suppliers/service providers/consultants/contractors which can provide such products or services for written quotations and accept the lowest bid. Full justifications shall be given if fewer than five suppliers/service providers/consultants/contractors are invited for quotations. If the lowest bid is not selected, the Grantee Organisation shall obtain prior written consent from the Secretariat with full justifications given.

17.4 For every procurement of products or services in relation to or for the purposes of the training activity with the aggregate amount exceeding HK\$1.4 million, the Grantee Organisation shall adopt open and competitive tender procedures, and publicise the tender notice through channels which are easily accessible by the general public (e.g. internet, local newspapers).

17.5 The Grantee Organisation shall ensure the principles of openness and fairness for procurement, competitiveness of the procurement process and appointment of reasonable qualified vendors. The Grantee Organisation shall, upon the request of the Secretariat, provide full justifications for inviting or selecting suppliers/service providers/consultants/contractors, including but not limited to the company profile, year of establishment, number of staff, core business, area of specialty and job references. The Secretariat reserves the right to eliminate vulnerable or unqualified suppliers/service providers/consultants/contractors, and request the Grantee Organisation to conduct the procurement process afresh.

17.6 Unless prior written approval is obtained from the Secretariat, the Grantee Organisation, or any person authorised by the Grantee Organisation to conduct invitation of quotations or tenders or in any way involved in the quotation or tender exercise, shall not participate in the bidding exercise.

17.7 The Grantee Organisation shall pay for the procurement of the products or services of the training activity through non-cash means (such as credit card, cheque, bank transfer). Procurement of products or services may be made in cash to meet urgent needs, provided that the total amount in one single transaction shall not exceed HK\$5,000. Any single transaction with the total amount exceeding HK\$5,000 shall not be made in cash unless prior written approval is obtained from the Secretariat.

18. Books and Records

18.1 The Grantee Organisation shall keep a proper and separate set of books and records for its project implemented. The books and records shall be maintained in such a manner as to enable the production of the statement of income and expenditure by, for example, having items in the same format as shown in the approved budget. All transactions relating to the training activity(ies) shall be properly and timely recorded in its books of accounts.

18.2 The accrual basis of accounting shall be adopted for the training activity(ies), namely that expenditure is reported in the accounts after the products have been received or services delivered. Moreover, the expenditure so reported shall be incurred within the training activity duration only and shall be fully settled no later than three months after completion of the training activity(ies). All income and expenditure of the training activity(ies), including the funding granted by the Government and the contribution made by the Grantee Organisation shall be fully and properly recorded in the books and records in accordance with the Funding Agreement, and all requirements, instructions and correspondence issued by the Secretariat in respect of the training activity(ies).

18.3 The Grantee Organisation is required to maintain, during the continuance of the Funding Agreement and for a minimum of seven years after completion of the Approved Project or the expiry or termination of the Funding Agreement, full and proper books of accounts and records of the training activity(ies) (including receipts, counterfoils, vouchers, quotations and tendering documents and other relevant documents). The Secretariat, the Government and their authorised representatives shall have access to all or any of the books and records for conducting audits, inspections, verification and copying at any time upon reasonable notice when such books and records are kept. Upon receipt of such notice, the Grantee Organisation is required to make available all books of

accounts and records of the training activity(ies) and explain to the Secretariat, the Government and their authorised representatives any matters relating to the income, expenditure or custody of any money derived from the training activity(ies). The Government reserves the right to require the Grantee Organisation to return any misspent amount together with the interest accrued to the Government.

19. Completion Report

19.1 The Grantee Organisation shall submit to the Secretariat, within 6 months upon completed implementation of its Approved Project, a completion report, together with audited accounts (see section 20 below). The contents of the completion report shall include but is not limited to the student attendance records, examination results, student course evaluation, administrative reports and related statistics.

19.2 The Secretariat will compare the completion report with the contents of the training activity(ies) as described in the application form appended to the Funding Agreement, and any additional terms and conditions as imposed by the Vetting Committee (if any), in order to review and evaluate the deliverables and benefits of the training activity(ies). The Grantee Organisation shall immediately provide clarification and additional information in response to the enquiries raised by the Secretariat in respect of the completion report. The Secretariat may conduct on-site inspection to verify the deliverables and benefits of the training activity(ies). The Secretariat has the right to request access to any information related to the training activity(ies).

20. Audited Accounts

20.1 The Grantee Organisation shall submit to the Secretariat, within 6 months upon completed implementation of its Approved Project, audited accounts, together with a completion report (see section 19 above).

20.2 The audited accounts shall record all income and receivables, including the funding granted by the Government under the Subsidy Scheme, and the cash contribution made by the Grantee Organisation and expenditure for the training activity(ies). The audited accounts shall comprise a statement of income and expenditure, balance sheet, notes to the accounts and the auditor's report. The

accounts of the training activity(ies) shall be properly prepared from and consistent with the books and records of the training activity(ies).

20.3 Any breach of the Funding Agreement, lack of discipline in financial management and mishandling of public funds by a Grantee Organisation will be kept in records and taken into account by the Vetting Committee and the Government in considering future applications from the same Grantee Organisation. Any such records, therefore, may prejudice that Grantee Organisation's future applications under the Subsidy Scheme.

21. Auditing Requirements

21.1 To ensure that funding has been solely and properly applied to the training activity(ies) and expended/received in accordance with the approved budget, the required accounts shall be audited by an independent auditor who shall be a Certified Public Accountant (Practising) registered under the Professional Accountants Ordinance (Cap. 50) (“**auditor**”). The Grantee Organisation shall specify in the engagement letter for the employment of the auditor that he/she shall strictly follow the requirements stipulated in the latest version of the Notes for Auditors of Grantees of the Training Programme Subsidy Scheme issued by the Secretariat in conducting audits and prepare the auditor's report for each training activity. The engagement letter shall also specify that the Secretariat, the Government and their authorised representatives shall have the right to communicate with the auditor on matters concerning the accounts and the supporting statements of the training activity(ies). In conducting the audits, the auditor shall comply with the relevant standards and statements of professional ethics issued and updated from time to time by the Hong Kong Institute of Certified Public Accountants. In the audited accounts, the auditor is required to express an opinion based on his/her audits in accordance with the Notes for Auditors of Grantees of the Training Programme Subsidy Scheme as to whether the Grantee Organisation has complied, in all material respects, with all the requirements set out in the funding agreement and to make full disclosure of any material non-compliance.

22. Disbursement of Subsidy

Disbursement arrangements

22.1 **For an Approved Project with an Approved Subsidy of less than HK\$100,000**, the Grantee Organisation will receive a subsidy of an amount no more than the actual cost, up to the amount of the subsidy approved, on a reimbursement basis after the acceptance in writing by the Vetting Committee and/or the Secretariat of the Grantee Organisation's completion report and audited accounts.

Notwithstanding anything herein to the contrary, the Secretariat shall have the power to withhold the payment of the subsidy or any part thereof under the Funding Agreement if:

- (a) the Secretariat is of the opinion that the Grantee Organisation has failed or is highly likely to fail to execute the Approved Project; or
- (b) any of the completion report, audited accounts or deliverables of the training activity(ies) submitted by the Grantee Organisation does not meet the standards specified in the Funding Agreement.

22.2 For an Approved Project with an Approved Subsidy of HK\$100,000 or more, the Grantee Organisation may opt for receiving the subsidy in accordance with the arrangements in paragraph 22.1 or in two instalments in accordance with the following arrangements:

(a) upon the signing of the Funding Agreement, subject to the Grantee Organisation's compliance with the terms and conditions of the Funding Agreement, and production of documentary proof to the Secretariat's satisfaction showing the following, the Secretariat will provide the first instalment, being 20% of the Approved Subsidy, to the Grantee Organisation:

(i) the Grantee Organisation has received at least 50% of the total cash contribution (including expected income and cash contribution from the Grantee Organisation) in accordance with the Funding Agreement. The contribution shall be free from encumbrance and can be used by the Grantee Organisation at any time during the implementation of the Approved Project; and

(ii) a Project Account has been opened (see paragraph 22.4 below); and

(b) subject to the Grantee Organisation's compliance with the terms and conditions of the Funding Agreement, the Secretariat will provide the second instalment (i.e. final instalment) to the Grantee Organisation after:

(i) the acceptance in writing by the Vetting Committee and/or the Secretariat of the Grantee Organisation's completion report and audited account; and

(ii) the Grantee Organisation's production of documentary evidence to the Secretariat's satisfaction showing that the Grantee Organisation has received the remaining balance of the total cash contribution in accordance with the Funding Agreement.

Notwithstanding anything herein to the contrary, the Secretariat shall have the power to withhold the payment of the second instalment (i.e. final instalment) or any part thereof under the Funding Agreement if:

(a) 50% or more of the subsidy already disbursed plus the Grantee Organisation's cash contribution remains unspent;

(b) the Secretariat is of the opinion that the Grantee Organisation has failed or is highly likely to fail to execute the Approved Project; or

(c) any of the completion report, audited accounts or deliverables of the training activity(ies) submitted by the Grantee Organisation does not meet the standards specified in the Funding Agreement.

The actual cash flow of the project, the actual progress of the project or a delay by the Grantee Organisation in submitting the completion report and/or audited accounts will affect the timing of disbursement of the second instalment.

22.3 For any Approved Project, the Grantee Organisation shall not demand any interest from or claim any compensation or relief against the Government or the TIC as a result of the Secretariat having deferred or withheld the disbursement of the funding in any circumstances and for any reasons.

Account and interest, and return of residual funds

22.4 If the Grantee Organisation opts for receiving the subsidy in two instalments (see paragraph 22.2 above), it is required to maintain a separate interest-bearing bank account (“**Project Account**”) with a licensed bank registered under the Banking Ordinance (Cap. 155) solely and exclusively for processing and transacting all receipts and payments of its project. All project funds, including the Approved Subsidy and cash contribution by the Grantee Organisation, shall be deposited into the Project Account. All project payments shall be paid out from the Project Account. All project funds shall be kept in the Project Account by the Grantee Organisation until such funds are spent (or paid) in compliance with the Funding Agreement or returned to the TIC by the Grantee Organisation in accordance with the Funding Agreement.

22.5 The Grantee Organisation shall ensure that all interest generated from the Project Account shall be reflected in the audited accounts and has to be kept in the Project Account.

22.6 Without prejudice to any other rights or remedies which the TIC or Government may have, the Grantee Organisation may be required to compensate the TIC or Government for loss of interest income if the project funds are not properly handled in accordance with paragraph 22.4 above.

22.7 Upon completion of the Approved Project, or the expiry or termination of the Funding Agreement, whichever is the earlier, the Grantee Organisation shall return to the Secretariat any residual funds¹ within one month after submission of the completion report and audited accounts.

23. Suspension or Termination of Funding Agreement

23.1 The Secretariat, after consultation with the Vetting Committee, reserves the right to suspend or terminate the Funding Agreement if the Grantee Organisation is found to have breached the Funding Agreement. Circumstances which warrant suspension or termination of the Funding Agreement may include but are not limited to unsatisfactory progress of the training activity(ies),

¹ The formula for calculating the residual funds is as follows:
Approved Subsidy + Grantee Organisation’s cash contribution + Interest generated from the Project Account – Actual cost of the Approved Project or approved cost as set out in the Approved Project, whichever is the less

a slim chance of completion of the training activity(ies), failure to submit the completion report or audited accounts within the stipulated deadlines, non-acceptance of the report or accounts concerned by the Secretariat and the Government, a breach of the terms and conditions of the Funding Agreement by the Grantee Organisation; or the Secretariat and the Government seeing it fit to terminate the Funding Agreement in public interest. The Grantee Organisation may be required to return all or part of the funding disbursed in respect of the training activity(ies) together with all administrative, legal and other costs and interest (regardless of whether the Grantee Organisation has already spent the funding or not).

23.2 Once the Funding Agreement is suspended or terminated, the Grantee Organisation shall not be entitled to the receipt of funding under the Subsidy Scheme, and any cost incurred in the training activity(ies) will be solely borne by the Grantee Organisation. The Grantee Organisation shall not claim any compensation from the Government or the TIC.

24. Appointment of Project Coordinator

24.1 The Grantee Organisation is required to appoint a project coordinator who will be responsible for overseeing the implementation of the Approved Project, monitoring the proper use of funds in accordance with the approved budget, terms and conditions of the Funding Agreement, exercising economy and prudence in the use of funds, liaising with the Secretariat and attending relevant meetings on the Approved Project as necessary.

25. Requirements for Prior Approval

25.1 Each Approved Project has to be carried out strictly in accordance with the Funding Agreement. Any modifications, amendments or additions to the Approved Project or the Funding Agreement, including but not limited to change of the duration, scope or budget of the Approved Project, replacement of the project coordinator, etc., shall require the prior written approval of the Secretariat. Reasons for the aforementioned modifications, amendments or additions, together with supporting documents, shall be provided by the Grantee Organisation.

26. Handling of Information

26.1 The Secretariat and the Government are committed to ensuring that all personal data in the applications are handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance. In this regard, the personal data provided in relation to applications made under the Subsidy Scheme will be used by the Secretariat, the Government or their authorised agents for activities relating to:

- (a) the processing and verification of applications for funding, disbursement of subsidy and any refund thereof under the Subsidy Scheme; and
- (b) statistics and research.

The personal data that the Grantee Organisation provided in its application will be kept in strict confidence but such obligations and restrictions shall not apply to any disclosure which is necessary for the purposes mentioned in the paragraph above, or any disclosure which is authorised or required by law, or any disclosure which is consented by the Grantee Organisation/data subjects. If necessary, the Secretariat will contact Government departments and relevant parties to verify the personal data provided in the application with those held by them for the purposes mentioned in the paragraph above. The Grantee Organisation/data subjects whose personal data are collected by the Secretariat may request access to them under the Personal Data (Privacy) Ordinance. A charge will be made to cover the cost of photocopying the data supplied. In addition, if the data subject considers that the data supplied to the Secretariat is inaccurate, a request for correction of the personal data may be made in writing after a data access request has been made. Requests for access to personal data provided in the applications under the Subsidy Scheme can be made in writing by completing the Data Access Request Form (OPS003) issued by the Privacy Commissioner for Personal Data and returning it to the Secretariat.

27. Enquiries

27.1 Enquiries regarding the Training Programme Subsidy Scheme can be sent to:

Address: Travel Industry Council of Hong Kong
Secretariat of Training Programme Subsidy Scheme

Rooms 1706-09, Fortress Tower,
250 King's Road, North Point, Hong Kong

Tel: (852) 2969 8157 or (852) 2969 8160

Fax: (852) 2510 9779

Email: trainingfund@tichk.org

Website: www.tichk.org

Letter of Proof by Travel Agent (Sample)

Training Programme Subsidy Scheme
under Travel Industry Training Fund

This is to certify that Mr/Ms* _____
currently works for our travel agent as _____ (position).

Name of Travel Agent

Travel Agent's Licence No.

Name and Position of Signatory

Authorised Signature

Stamp of Travel Agent

Date of Signature

* Please delete as appropriate