

Terms and Conditions for “M” Mark Events

(Applicable to events with funding support and/or subvention on LCSD venue charges)

[Name of Event] (the Event)

[Name of Applicant Organisation] (the Grantee)

Part I : Terms and Conditions

A. Acknowledgement of Support

- (1) The Grantee shall acknowledge the funding support given by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) and the Major Sports Events Committee (hereinafter referred to as “the MSEC”) –

- i) in the form of writing-

for press releases

“The (event name) is proud of being an “M” Mark event that helps enhance the image of Hong Kong as Asia’s sports event capital. The “M” Mark awarded by the Major Sports Events Committee, symbolising intense, spectacular and signature event in the territory sports calendar.”

「（活動名稱）很高興成為一項「M」品牌認可活動，協助提升香港作為亞洲體育盛事之都的形象。獲大型體育活動事務委員會頒發的「M」品牌，標誌著緊張、精彩、刺激的大型體育活動。」

for programme booklets and other relevant publications

“Recognised as an “M” Mark event by the Major Sports Events Committee”

「獲大型體育活動事務委員會認可為「M」品牌活動」

on backdrops, banners and other publicity materials

“Recognised / Supported by the Major Sports Events Committee”

「大型體育活動事務委員會認可/支持」；AND

- ii) in the form of logos-

The “M” Mark brand, the MSEC logo and the Brand Hong Kong (“BrandHK”) logo, shall appear prominently in all publicity, advertising and promotional materials and publications including printed and electronic versions as well as at media events relating to the Event. The Grantee must also ensure that a disclaimer as prescribed by the Government will be included in any publicity materials publications and media events related to the Event.

- iii) The Grantee shall ensure that the “M” Mark brand and the MSEC logo are treated in a way that is proportional to the “M” Mark System’s contribution to the Event when compare with the contribution of the title sponsor/other sponsor(s) to the Event on all aspects, including but not limited to logo appearance frequency and logo position on printed and promotional materials (including but not limited to printed materials, backdrops, programme booklets, TV commercials, posters, websites, banners, advertisements, boards, signage and stickers etc.) as well as the Event venue, hospitality arrangements and prize presentation opportunities, etc.
 - iv) The “M” Mark brand and the MSEC logo shall be prominently featured and set apart from sponsors’ logos and shall be no smaller or less prominent than those logos of the Grantee and any other sponsor.
 - v) The “M” Mark brand and the MSEC logo shall also be prominently displayed at the venues of the Event and other related locations in form of banners and/or A-boards at the Grantee’s own cost.
 - vi) The Grantee shall ensure that the names and logos of the “M” Mark / MSEC (i.e. the wordings “Supported by “M” Mark), the Brand Hong Kong Signature (i.e. the Flying Dragon Logo) as well as any other logos and slogans that shall be prominently featured at the venue of the Event as approved by the Government.
 - vii) Shall the Grantee receive other Government support or sponsorships, the entitlement of the Government under those sponsorships shall be listed out separately. Details of the corresponding arrangement on how other Government sponsorship and “M” Mark or MSEC shall be treated, shall be discussed among the Secretariat, the Information Services Department and the applicants; and the Government’s prior agreement shall be obtained on the final arrangement.
- (2) The Grantee shall provide details regarding the acknowledgement of “M” Mark by returning a completed *Annex* to the MSEC Secretariat *within 14 days* from the date of signing of these Terms and Conditions.
 - (3) The Grantee shall seek prior approval from the BrandHK Management Unit of the Information Services Department for the presentation of the BrandHK signature for the Event. The Grantee shall comply with all requirements and guidelines set out in the brand manual accessible at <https://www.brandhk.gov.hk/html/en/BrandHongKong/BrandGuidelines.html>.
 - (4) The Grantee shall reserve a total of three pages in the programme booklet, if any, for “M” Mark advertisements and messages from the Secretary for Culture, Sports and Tourism and the Chairman of the MSEC.
 - (5) All items featuring the “M” Mark brand and the MSEC logo shall be submitted to the MSEC Secretariat for approval prior to production.

- (6) Individual(s) / commercial organisation(s)' donations shall only be appropriately acknowledged and shall not misrepresent the billing of the Event. The Grantee shall seek endorsement from the MSEC before committing to any sponsorship / donation; and this shall not jeopardise the image of the Government, the MSEC or the Event.
- (7) Sponsorship from tobacco companies is not permitted for the Event.
- (8) Sponsorship from liquor companies will not be permitted for programmes organised for young people under the age of 18.
- (9) The Grantee shall distribute "M" Mark related promotional materials to target participants of the Event, and allow the display of exhibition boards or photo booth at the Event venue as and when required by the Secretariat of the MSEC.
- (10) The Grantee is required to invite MSEC members or any other dignitaries as suggested by the MSEC for ceremonial functions of the Event, and to attend the Event as one of the VIP guests.
- (11) The Grantee shall reserve a reasonable number of tickets for public sales and a separate reasonable number of tickets for people with less privileged backgrounds.
- (12) The Grantee shall provide to the MSEC quality photos and footage of the Event for publicity related to the promotion of "M" Mark System and to allow the MSEC's representative(s) to take photos and footage of the Event when necessary.

B. Payment of Grants

Subject to these Terms and Conditions, grants will be made under the "Major Sports Events Matching Grant Scheme" for the "M" Mark System and under the Arts and Sports Development Fund (Sports Portion) (hereinafter referred as "the grants"). Payment of the grants to the Grantee will be made in the following manner –

- (1) The Grantee shall return the signed Agreement (i.e. Part II – Articles of Agreement of these Terms and Conditions) to the MSEC Secretariat.
- (2) All payments will be made by crossed cheque made payable to the Grantee (by instalments).
- (3) The Grantee shall open and maintain with a licensed bank in Hong Kong under the Banking Ordinance (Cap. 155) a designated bank account "Event/Operation Account" for the sole purposes of keeping and operating all monies (including all interest generated) received in relation to the approved Event. The Grants will only be deposited into the above mentioned Event/Operation Account.
- (4) The Grants and all other receipts relating to the approved Event as well as all payments relating to the approved Event will be handled through the

Event/Operation Account. All interest shall be kept in the Event/Operation Account and shall not be withdrawn or used for any purpose apart from implementing the approved Event.

- (5) A prescribed receipt form must be signed by the Grantee upon receipt of payments of the grants.

(6) ***Matching Fund***

- (a) The grant will be made after the MSEC Secretariat has received and Culture, Sports and Tourism Bureau (CSTB) is satisfied with the authenticity of the certification of the secured cash sponsorship for the specified “M” Mark event, i.e. certified true copy(ies) of the following documents:

- legally valid legal agreement / contract on sponsorship between the Grantee and the sponsor; OR
- cheque copy(ies) / bank statement / bank-in slip / receipt with sponsorship commitment.

- (b) Depending on the actual need, the Grantee may request for release of funds before the event for twice at maximum upon submission of documents and certifications on the secured cash sponsorship for assessment by the MSEC Secretariat and CSTB, while the remaining amount, if any, shall be claimed **within four months** after the completion of event in one go.

(7) ***Direct Grant***

- (a) **100% of the approved grant** (for events with funding support of \$1 million or below); OR
\$1 million or 70% of the approved grant, whichever is more (for events with funding support exceeding \$1 million),

payable (i.e. HK\$ [**XXX**] only) will be provided upon receipt of the signed Agreement (i.e. Part II – Articles of Agreement of these Terms and Conditions) by the MSEC Secretariat.

- (b) The CSTB will only release the remaining grant, if any, to the Grantee in accordance with the Terms and Conditions of this Agreement and after the Event has been satisfactorily completed and the MSEC Secretariat and CSTB have received and accepted the final statement of audited accounts and Evaluation Report submitted by the Grantee, and is further subject to the Grantee’s full compliance with all its obligations under this Agreement.
- (c) The use of the grant shall be confined to the specified expenditure items as shown in the attached “***Approved Breakdown of Expenditure and Income***”.
- (d) The Grantee shall return to CSTB through the MSEC Secretariat any unspent balance of the grants.

(8) ***Direct Grant For Marketing***

- (a) The Grantee shall submit photo records and certified receipts for all publicity and marketing materials which were covered by the grant to the CSTB through the MSEC Secretariat for reimbursement and audit purposes.
- (b) The claimed items may include costs of organising media events, TV coverage, engagement of PR agent's support, costs for production of advertisements, banners etc. pre-event publicity that helps to achieve promotion, marketing and PR objectives. As such, expenses on venue decoration shall not be regarded as publicity and marketing expenses.
- (c) All publicity materials shall display the logos of the MSEC, the "M" Mark brand and the BrandHK at prominent location of a design. The Secretariat reserves the right to withhold reimbursement of the expenses if no proper acknowledgement has been made for the MSEC and/or the "M" Mark brand.

(9) ***Venue Hiring Grant for Venue Subsidy***

The Grantee shall submit the payment records / certified receipts of venue hiring charges to the CSTB through the MSEC Secretariat for reimbursement and audit purpose. Otherwise, claims may not be reimbursed in full.

(10) ***Subvention on Venue Charges***

The Grantee shall be granted approval for using Leisure and Cultural Services Department venue(s) at a notional charge. No payment of the grant to the Grantee will be made.

C. Evaluation and Statement of Accounts

- (1) The Grantee shall submit an evaluation report and auditor's report with audited statement of accounts on the Event to the MSEC Secretariat ***within six months*** of the completion of the Event.
- (2) The Grantees shall provide explanations to the MSEC Secretariat in case there is item(s) over 25% variances among the actual income or expenditure as compared with the approved expenditure and income.
- (3) The statement of accounts shall be audited and certified as being accurate and completed by the Certified Public Accountant registered under Section 22 of the Professional Accountants Ordinance (Cap. 50) in accordance with the Hong Kong Standard on Assurance Engagements 3000 (Revised) "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" issued by the Hong Kong Institute of Certified Public Accountants.
- (4) The Auditor shall give an expression of a conclusion on the Grantee's compliance with the provisions of these Terms and Conditions.

- (5) In case the Auditor fails to reach the conclusion of the Grantees' compliances, or reports any non-compliance, the Grantee shall duly provide explanations to CSTB's satisfaction ***within 14 working days***. CSTB reserves the right to deny the eligibility of items, or the entire accounts where non-compliance is spotted and requests Grantee to resubmit the statement of accounts, and/or return the funds granted for the items concerned.

D. Refund of Grants

The Grantee shall refund the grants ***within one month***, in whole or in part, as may be determined solely by the CSTB in the case of –

- (1) Non-compliance with any of these Terms and Conditions;
- (2) The Grantee being unable to implement the Event or part of the Event; or
- (3) In the case of exhibition match or tournament, where two Key Performance Indicators (KPIs) are used to evaluate the event and assess the final grant of funding:
 - (a) the actual number of attendance or ticket sale: if the ticket sale does not meet the minimum requirement, the total grant by the Government will be deducted in accordance to the following proportion:

Ticket Sale (base on no. of paid admission submitted by NSA)	Total cash grant provided under “M” Mark System
Meet the minimum requirement	100%
>80% but short of minimum requirement	90% of total grant
Between 60% to 80% of minimum requirement	70% of total grant
Between 40% to 60% of minimum requirement	50% of total grant

- (b) the eventual participation of players or teams: if the players line-up or team strength deviates from the list endorsed by the CSTB and there are no replacement fulfilling the vetting criteria, the CSTB may determine the adjustment of the amount of the grants;
- (4) Any part of the Event being materially affected by delay, change of timing, change of scope, cancellation or other circumstances; or
- (5) Temporary or permanent cessation of the Grantee's business or operation.

E. Monitoring and Auditing of the Event

- (1) The Grantee shall adopt proper internal controls to ensure that the grants are used in a cost-effective and accountable manner and shall, in event of any irregularity, undertake an investigation and forward a full investigation report to the MSEC *within seven days*. The investigation report shall cover all aspects of the investigation and make recommendations on how to prevent recurrence of such irregularities. The Grantee will be requested to return all the grants to the MSEC Secretariat if the Grantee is unable to comply with the above-mentioned requirements.
- (2) The authorized person of the Grantee who certifies the statement of accounts of the Event and activities related to the Event, shall be liable for the accuracy of the statement and shall undertake to refund to the CSTB any sum found to be in excess of the grants provided in the Event of any inaccuracy.
- (3) Original copies of all payment vouchers and accounting records shall be kept by the Grantee for *at least seven years from date of issue*.
- (4) The Director of Audit and the CSTB reserve the right to access to the accounts of the Grantee to examine supporting vouchers related to the Event.
- (5) The Event is subject to checking (including on-site inspection) by the CSTB and the MSEC Secretariat against the Terms and Conditions agreed and the items reported in the evaluation report. Any violation will be subjected to penalty.
- (6) The Grantee shall provide the MSEC Secretariat with *at least four copies* each of all publications and promotion materials related to the Event in advance for audit purposes.

F. Safety and Insurance

- (1) The Grantee shall ensure the safety of players, participants, officials and spectators of the Event. The Grantee shall effect and keep in force a public liability policy of insurance exclusively for this Agreement in the joint names of the Government and the Grantee for all the activities in the insured sum of not less than HK\$10 million for the occurrence of any single accident and an unlimited amount or in any other insured sum to be directed by the Government with a reputable insurance company authorised under the Insurance Companies Ordinance, Cap. 41.
- (2) 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 and the Grantee or any of their employees or agents. The Grantee shall ensure that any public liability shall be adequately covered by the policy of insurance. The Grantee shall bear all responsibility for any claim in relation to the Event.

- (3) The Grantee shall inform the MSEC Secretariat by phone *within 12 hours* of any accident, followed by a written report *within 14 days*.

(Contact Person: ALSMI/ LCSD at Phone No.: XXXX(office) / XXXX(mobile phone); Fax No.: XXXX)

G. Procurement Procedures

- (1) The Grantee warrants, undertakes and agrees that:
- (a) all procurements of goods and services in the course of or for the purposes of carrying out the approved Event shall be conducted on a fair, unbiased and competitive bidding basis;
 - (b) the Grantee shall comply with the following procedures unless otherwise agreed in writing by the Government:
 - (i) for every procurement the **aggregate value** of which is **more than HK\$5,000 but less than HK\$10,000**, quotations in written form from at least **two suppliers** shall be obtained;
 - (ii) for every procurement the **aggregate value** of which is **HK\$10,000 or more, but less than HK\$500,000**, quotations in written form from at least **three suppliers** shall be obtained; and
 - (iii) for every procurement the **aggregate value** of which is **HK\$500,000 or more**, quotations in written form from at least **five suppliers** shall be obtained.

In all the scenarios set out in paragraph (b) (i) to (iii) above, the supplier that has submitted the lowest bid shall be selected. If the lowest bid is not selected, the Grantee shall give full justifications to the Government immediately. In the event the Grantee intends to procure goods or services from **one supplier** without an open procurement process, the Grantee shall provide to the Government **at least 7 working days before the procurement**:

- a statement with details of the Grantee's relationship with the supplier concerned or a statement that it does not have any such relationships; and
 - justifications for not following the open procurement process set out in this paragraph (b) above.
- (2) The Grantee must not procure charged services provided by the Grantee or any associate or associated person of the Grantee, such as accounting services, personnel services, procurement services, security services, cleansing services, legal services, and central administrative services.

- (3) The Government reserves the right to inspect all quotations under the implemented Event. The Grantee should keep all quotations for inspection.
- (4) The Grantee must procure that its governing body, officers and staff shall keep themselves regularly informed of the relevant requirements and procedures relating to procurement of goods and services and amendment thereto (if any) from time to time.

H. Conflict of Interest

- (1) The Grantee shall advise its members, employees and agents, and employees and agents of its members to avoid any conflict of their private interest, whether past, present or future, with their official duties in the Grantee or in its members and declare any such conflict to the Grantee which shall report the same promptly to the MSEC Secretariat. Potential conflict of interest, if any, shall be declared in Part II of this agreement.
- (2) The Grantee agrees to allow the Commissioner of the Independent Commission Against Corruption (ICAC) or its authorised representatives to examine the management and control procedures of the Grantee and agrees to follow and act upon any corruption prevention advice rendered by the ICAC.

I. Hiring of Programme/Project Staff

- (1) The Grantee is required to abide by the principle of openness and competitiveness in hiring staff for implementing the Event.
- (2) The Grantee is required to observe all laws regulating the employment of persons in Hong Kong.

J. Compliance with Laws and Regulations

The Grantee is advised to observe and comply with all applicable laws and subsidiary legislations of the Hong Kong Special Administrative Region, by-laws and requirements imposed from time to time by the relevant authorities or governing bodies in connection with the performance of its obligation under this agreement.

K. Financial Undertaking

The Grantee shall make its best endeavour to generate income from other sources through sponsorship and donations from fundraising activities according to the Approved Budget.

Part II : Articles of Agreement

To: *Culture, Sports and Tourism Bureau of the Government of Hong Kong Special Administrative Region and Major Sports Events Committee Secretariat*

It is agreed that the [*Name of Applicant Organisation*] will stage the [*Name of Event*] as stated in the proposal and application documents submitted to the Major Sports Events Committee Secretariat during the application process. In addition, [*Name of Applicant Organisation*] undertakes to act in accordance with and observe all the Terms and Conditions listed in **Part I** above.

Declaration of interest:

Any actual, perceived or potential conflict of interest that [*Name of Applicant Organisation*] has or may have especially with event co-organisers or appointed agents (e.g. on out sourcing arrangements and procurement etc.) shall be declared:

Signature of the
responsible person/ authorized person
of the applicant organisation :

(Signature)



Name : _____

Post : _____

Date : _____

(Revised 1 April 2023)