

# **LORD WILSON HERITAGE TRUST**

## **Guidelines for Applicants**

### **Objects of the Trust**

1. The objects of the Lord Wilson Heritage Trust (the Trust) are the preservation and conservation of the human heritage of Hong Kong.

### **Submission of Application**

2. The application form must be fully completed and signed by the applicant or duly authorised person of the organisation. The completed application form should be submitted via email to the Trust Secretariat on or before the deadline.

3. If printed information on the proposed project or the applying organisation is available, for example, in the form of pamphlets, it should be enclosed as this will assist in the assessment of the application.

4. Applications will be vetted by the Council of the Trust (the Council) and the applicants will be informed of the results in writing. The decision of the Council shall be final.

5. Applicants are advised not to incur any expenditure before their applications are formally approved. Any purchase made or expenditure incurred prior to the formal approval of application will not be reimbursed by the Trust.

6. Applicants must submit all required information and documents as specified in the application form and this Guidelines.

6.1. The Trust will, at any time, reject any application with:-

- (a) any false, untrue, forged, inaccurate, incorrect or incomplete declarations, guarantees, or representations;
- (b) any plagiarised, copied, misleading or concealed content and/or information, including but not limited to the information as contained in the application form and/or supporting documents; or
- (c) any content or information that infringe the intellectual property rights of any person or contravene the Copyright Ordinance (Cap. 528), including but not limited to information as contained in the application form and/or supporting documents.

- 6.2 In case of any application falling under the description of paragraph 6.1(a) to (c) above, the Trust will rescind any approved grants (if any) or claw back a portion of or all of the funding support already disbursed (if any).
- 6.3 The Trust reserves the right to disqualify any applicant at any time on grounds that:-
- (a) the applicant (including any persons/researchers-in-charge of the projects, project personnel and/or collaborators) has engaged, is engaging, or is reasonably believed by the Trust to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise be contrary to the interest of national security; or
  - (b) it is reasonably believed by the Trust that the disqualification of the applicant is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order and/or public safety.
- 6.4 In case of occurrence of the events under paragraph 6.3(a) or (b) above, the Trust reserves the right to rescind any approved grants (if any) or claw back a portion or all of the funding support already disbursed (if any).

#### Criteria for Assessment of Applications

7. When considering applications for grants, the following general criteria will be adopted:
- (a) projects must **serve to promote the preservation and conservation of the human heritage of Hong Kong**; priority may be given to activities or projects related to the theme of “**Traditional Chinese Culture in Hong Kong**”;
  - (b) projects must be in compliance with all applicable laws of the Hong Kong Special Administrative Region, and shall not bring disrepute or embarrassment to Hong Kong;
  - (c) projects must be non-profit making in nature, and that any revenue derived must be fully applied to the implementation of the projects with any surplus refunded to the Trust;
  - (d) remuneration for the applicant, or existing employee or office bearers of the applying organisation would not be accepted;
  - (e) purchase of stationery and general equipment (e.g. computer, printer, camera, etc.) would not be accepted. For purchase of special equipment pertinent to the implementation of the projects, each case would be considered on its own merits. The special equipment so procured should be returned to the Trust after the completion of the project;

- (f) administrative overhead fee levied by the applying institution/organisation would not be accepted;
- (g) recurrent costs would not be accepted;
- (h) contingency fee would not be accepted;
- (i) projects must be completed timely in accordance with the schedule of implementation as agreed by the Council;
- (j) when an applicant is requested by the Trust to provide additional information to support his application, he should supply the information within the period as stipulated by the Council. Failure to comply would be regarded as withdrawal of the application; and
- (k) the applicant's track record (if any) in implementation of project with grant from the Trust will be taken into account.

8. Each application will be assessed and prioritised on individual merits having regard to the following factors:

- (a) Urgency: e.g. whether the subject heritage is being endangered;
- (b) Cost-effectiveness and sustainability: for instance, the number and coverage of beneficiaries;
- (c) Uniqueness: whether projects of similar nature or topics have been conducted; and
- (d) Whether other funding sources for the project concerned would be available.

9. Additional criteria of assessment are applied to projects in the following categories:

(a) Research and Publication

- (i) whether any previous researches have been done on the same topic. If yes, whether the proposed research would bring new insights into the subject;
- (ii) whether the proposed research is supported by a clear focus and detailed methodology;
- (iii) whether the proposed research scope is feasible having regard to the proposed budget and implementation schedule; and

- (iv) whether the applicant(s) has necessary knowledge about the subject.

(b) Education and Publicity

- (i) whether the proposed project is cost-effective, having regard to the number of beneficiaries and the proposed budget;
- (ii) whether the proposed project has any sustainable effect, e.g. whether the activities would be recorded and uploaded onto on-line media for public access; and
- (iii) whether the project would involve any in-depth study of the concerned culture and/or history.

(c) Archaeological Investigation and Excavation

- (i) the application must be made by organisations or individuals with expertise in archaeology; and
- (ii) the applicant(s) must have secured a licence to excavate and search for antiquities from the Antiquities Authority under the Antiquities and Monuments Ordinance.

(d) Conservation of Historical Buildings and Structures

- (i) the application must be submitted by the owner(s) of the building or his/their authorised representative(s);
- (ii) after conservation, the owner(s) must not alter the conserved building or redevelop the site on which the building is situated for a specified period of time as determined by the Council;
- (iii) the proposed works shall facilitate the public's appreciation of the history/culture of the historical buildings/relics concerned. In particular, the building must be open to the public for visits at reasonable times after conservation;
- (iv) the owner(s) shall be responsible for any expenses arising from the opening of the building to the public and from maintenance of the building;
- (v) priority will be given to buildings of high historical interest and outstanding architectural or artistic merit. Special preference will be given to gazetted and deemed monuments in private ownership;
- (vi) the Grantee will be required to comply with any other conditions from time to time

specified by the Council including the preparation of tender documents for inviting tenders, design of the project, appointment of specialist contractors, supervision of work, etc.; and

- (vii) the owner(s) should confirm whether they have obtained financial assistance from other funding sources, e.g. the Development Bureau. If not, they should provide explanation of not applying for relevant financial assistance.

#### Conditions of Grant

10. In addition to any special conditions imposed by the Council, a successful applicant will be required to sign an Undertaking (a template is at **Annex I**, which may be subject to further revision when the actual Undertaking is signed). Applicants should carefully read the terms and conditions therein before applying.

11. A successful applicant will be required to enter into a licence agreement with the Board of Trustees of the Trust and the Government of the Hong Kong Special Administrative Region (“Government”) **before the advancement of any grants** to grant the Trust and the Government and their respective authorised users, assigns and successors-in-title an irrevocable, non-exclusive, perpetual, freely-transferrable, sub-licensable, royalty-free and worldwide licence to use the Interim Project Deliverable(s), Project Deliverable(s) and/or Works to be created, developed or produced during the course of conducting the Project by the Grantee(s) for academic, educational, publicity and promotional purposes.

#### Administration of Sponsored Projects

12. Successful applicants must complete the project in accordance with the schedule of implementation as agreed by the Council. Grantees shall submit an application to the Secretary of the Council at least one month in advance with the details of and justifications for any delay in project completion. Subject to the satisfaction of the Secretary of the Council, grantee might apply for extension from the original project completion as follows:

- (a) for a grant of \$100,000 or less, not more than 12 months; and
- (b) for a grant exceeding \$100,000, not more than 24 months.

13. Grantee shall submit a final report, approved project deliverables and a statement of accounts/an audited accounts prepared by a certified public accountant within one/three month(s) from the project completion date as set out in the Undertaking. With justifications approved by the Council, grantee may be allowed with a double-time grace period to submit the required documents. A penalty system will be imposed under the following conditions after the grace period:

	<b>\$100,000 or below</b>	<b>Above \$100,000</b>
Time allowed for submission of documents	<ul style="list-style-type: none"> <li>• One month</li> </ul>	<ul style="list-style-type: none"> <li>• Three months</li> </ul>
Double-time grace period with justifications approved by the Council	<ul style="list-style-type: none"> <li>• One month</li> </ul>	<ul style="list-style-type: none"> <li>• Three months</li> </ul>
Impose a 5% deduction on the approved grant or actual expenditures, whichever is the less	<ul style="list-style-type: none"> <li>• To be imposed if the grantees only manage to submit the required documents in the third month upon the completion of project.</li> </ul>	<ul style="list-style-type: none"> <li>• To be imposed if the grantees only manage to submit the required documents in the seventh to ninth month upon the completion of project.</li> </ul>
Impose a 10% deduction on the approved grant or actual expenditures, whichever is the less	<ul style="list-style-type: none"> <li>• To be imposed if the grantees only manage to submit the required documents in the fourth month upon the completion of project.</li> </ul>	<ul style="list-style-type: none"> <li>• To be imposed if the grantees only manage to submit the required documents in the tenth to twelve month upon the completion of project.</li> </ul>
Terminate the project	<ul style="list-style-type: none"> <li>• Projects which have passed the above submission deadline will be terminated.</li> </ul>	

14. If the Grantee fails to submit the required documents or complete the project as allowed under paragraph 12(a) or (b) above, the project will be terminated by the Council and no further payment for the project will be made to the Grantee. Depending on the circumstances, the Grantee may be requested to refund the advance payment so received to the Council. Besides, the project will be shown as “terminated by the Trust” in the website of the Trust and/or the Government.

#### Payment of Grants

15. (a) The grant will be made to an individual if it is an individual application. The grant will only be made to an organisation if it is an organisation application. Subject to section (d) below, an advance payment of 25% of the grant will normally be made to the Grantee upon approval of the project and the submission of the signed Undertaking and Licence Agreement from the grantee to the Council.

- (b) During implementation stage of the project, payment of 25% of the grant may be made on the request of the Grantee (the second payment), subject to the Grantee's submission of (i) Interim Project Deliverables equivalent to 50% project completion; and (ii) receipts duly certified by the Grantee of a value not less than 25% of the project cost to the satisfaction of the Secretary of the Council.
- (c) Payment of the remaining project cost will be disbursed as follows:
  - (i) for Grantees without seeking second payment: payment of the remaining project cost or 75% of the grant, whichever is the lesser, will be made when the project is completed to the satisfaction of the Council and that the documents as required in Clauses (q) to (v) and (x) on the Undertaking as appropriate are submitted to the Council; and
  - (ii) for Grantees that have sought second payment: payment of the remaining project cost or 50% of the grant, whichever is the lesser, will be made when the project is completed to the satisfaction of the Council and that the documents as required in Clauses (q) to (v) and (x) on the Undertaking as appropriate are submitted to the Council.
- (d) Notwithstanding sections (a) to (c) above, the Council may make any payment arrangements as it sees fit.

**Lord Wilson Heritage Trust**

(June 2023)

Undertaking to the Board of Trustees of the Lord Wilson Heritage Trust  
in respect of the grant award

In consideration of the Board of Trustees of the Lord Wilson Heritage Trust (“**Trust**”) agreeing to provide the grant in the amount of HK\$ \_\_\_\_\_ (“**Grant**”) for the Project (as defined in clause (c) below) in accordance with the provisions of this Undertaking, I/we \_\_\_\_\_ (name(s) of the Grantee(s)) of \_\_\_\_\_ (address of the Grantee(s), see Note 1) (“**Grantee**”), agree, acknowledge and undertake that:

- (a) This Undertaking is not meant to be an employment contract.

The Grant

- (b) Subject to the Grantee’s implementation of the Project to the satisfaction of the Council of the Lord Wilson Heritage Trust (“**Council**”) and subject to the terms and conditions of this Undertaking, the Trust shall pay the Grantee the Grant by instalments in accordance with the payment schedule set out in **Appendix I**. Under no circumstances will the Trust be liable for any payment in excess of the Grant.
- (c) I/We shall use the Grant solely and exclusively for the non-profit making project (“**Project**”) as stated in my/our application form dated [ ] at **Appendix II** hereto (“**Application Form**”), the letter of approval dated [ ] issued by the Secretary of the Council at **Appendix III** hereto (“**Approval Letter**”) and in accordance with the provisions of this Undertaking.
- (d) I/We shall obtain the required number of quotations as specified in **Appendix III** for the purchase of stores, equipment and services for the implementation of the Project and in general accept the lowest conforming offer.
- (e) I/We shall refund any unused balance of the Grant and any surplus (that is, any revenue derived from the Project in excess of the expenditure incurred for the running of the Project, including the Grant and any other sources of revenue) to the Trust within three months of the Project Completion Date (as defined in Clause (i) below) if the Grant exceeds HK\$100,000 or within one month of the Project Completion Date if the Grant is HK\$100,000 or less.
- (f) I/We shall return all the assets and durable equipment purchased with the Grant within three months of the Project Completion Date unless otherwise agreed in writing by the Council.



- (g) I/We shall allow the Council or any person(s) authorised by the Council in writing to audit, examine, enquire into and have unhindered access to the records and accounts of me/us and to explain to the satisfaction of the Council any matters relating to the receipt, expenditure or custody of any money for the Project.
- (h) I/We shall refund to the Trust immediately on demand an amount equivalent to the sum of money paid to me/us or a lesser amount as determined by the Trust if I/we fail to carry out the Project according to the terms of the Undertaking or upon cessation of my/our business.

### General Obligations

- (i) I/We shall commence the Project on [ ] (“**Project Commencement Date**”) and shall complete the Project on or before [ ] (“**Project Completion Date**”). I/We shall carry out the Project in accordance with the approved implementation schedule set out at **[Annex A of Appendix III / Updated Annex A of Appendix III dated [ ]\* (delete as appropriate)]** and the provisions of this Undertaking.
- (j) I/We shall find out if a working permit is required to be issued by the Immigration Department and relevant Government departments for conducting the Project.
- (k) I/We shall ensure that the Project is properly carried out in accordance with the provisions of this Undertaking and all applicable laws, rules and regulations.
- (l) I/We shall notify the Secretary of the Council at least one month in advance of any changes to the Project. If required by the Secretary of the Council, the Grantee(s) shall seek advance approval of the Council for such changes. The Trust reserves the right to vary the amount of the Grant after having considered the proposed changes to the Project.
- (m) I/We shall acknowledge the Trust’s assistance in all publications and publicity materials produced for or in relation to the Project and to provide the Council with copies of the same. I/We shall comply with the acknowledgement guidelines at **Appendix IV** hereto. The acknowledgement and any other reference to the Trust shall carry no implications whatsoever that the Trust undertakes or accepts any responsibility to third parties for any debts or obligations.
- (n) I/We shall notify the Secretary of the Council of any promotional activities related to the Project including press conferences and press releases, and to provide copies of relevant publicity materials at least fourteen (14) days before such activities.

- (o) I/We shall comply with all applicable laws, including the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and the laws of Hong Kong in relation to the safeguarding of national security, when carrying out the Project.
- (p) I/We shall comply with all reasonable instructions and directions on all matters relating to the Project as may be from time to time given by the Council to the Grantee.

### Reports

- (q) Unless otherwise directed in writing by the Secretary of the Council, I/we shall prepare and submit a progress report in the prescribed format at **Appendix V** to the Secretary of the Council within six months from the Project Commencement Date and thereafter on a half-yearly basis up to the Project Completion Date.
- (r) Unless otherwise directed in writing by the Secretary of the Council, I/we shall prepare and submit to the Secretary of the Council all the documents, manuscripts, papers, interview records, oral history records, reports, posters, leaflets, brochures, publications, photographs, films, audio and video recordings, workshop/talk/seminar materials, website materials, etc. which are created, developed or produced by the Grantee equivalent to 50% project completion (in whatever form or media such as cassette tapes, CDs, VCDs, DVDs, mp3, USB, and whether in their completed forms or not) (where applicable) ("**Interim Project Deliverables**") by the deadline as mentioned in **Appendix III** (to be submitted in a format as the Council considers appropriate).
- (s) Unless otherwise directed in writing by the Secretary of the Council, I/we shall prepare and submit to the Secretary of the Council (i) a final report (in the form set out at **Appendix V** hereto; and (ii) all the documents, manuscripts, papers, interview records, oral history records, reports, posters, leaflets, brochures, publications, photographs, films, audio and video recordings, workshop/talk/seminar materials, website materials, etc. which are created, developed or produced by the Grantee during the course of conducting the Project (in whatever form or media such as cassette tapes, CDs, VCDs, DVDs, mp3, USB, and whether in their completed forms or not) including without limitation all the deliverable(s) (where applicable) as mentioned in **Appendix III** ("**Project Deliverables**") within   month(s) from the Project Completion Date (to be submitted in a format as the Council considers appropriate).
- (t) For a Grant exceeding HK\$100,000, I/we shall prepare and submit to the Secretary

of the Council the audited accounts prepared by a certified public accountant within three months of the Project Completion Date unless otherwise directed in writing by the Secretary of the Council. For Government departments already subject to the prevailing Financial and Accounting Regulations and Standing Accounting Instructions, only the report and the statement of accounts need to be submitted.

- (u) Where the Grant is HK\$100,000 or less and the Grantee is an incorporated body, I/we shall prepare and submit a statement of accounts, with relevant quotation records and originals of all bills, invoices, cash memos and receipts duly certified by the Chairman or other authorised person of the Grantee(s) within one month of the Project Completion Date unless otherwise directed in writing by the Secretary of the Council. For Government departments already subject to the prevailing Financial and Accounting Regulations and Standing Accounting Instructions, only the report and the statement of accounts need to be submitted.
- (v) Where the Grant is of HK\$100,000 or less and the Grantee is a natural person, I/we shall prepare and submit a statement of accounts, with relevant quotation records and originals of all bills, invoices, cash memos and receipts duly certified by a certified public accountant or the Grantee(s) for the Project within one month of the Project Completion Date unless otherwise directed in writing by the Secretary of the Council.
- (w) Failing to comply with the requirements mentioned in clauses (q) to (v), deductions/penalties on the approved Grant or actual expenditure (whichever is the less) will be imposed. Details are at **Annex C of Appendix III**.
- (x) Notwithstanding clauses (q) to (v), upon written demand by the Secretary of the Council, I/we shall submit a final report (in both hard and soft copies of either MSWord or PDF format) with the Project Deliverable(s) (in a format as the Council considers appropriate) as well as all financial statements in connection with the Project to the Secretary of the Council within such time as may be specified by the Secretary of the Council in its demand.

#### Suspension/Termination

- (y) Without prejudice to any other rights and remedies which the Trust may have, the Trust may by written notice immediately terminate or suspend the contract between the Trust and the Grantee arising from this Undertaking (“**Contract**”) on the occurrence of any of the following events:
  - (i) the Grantee fails to comply with the Laws of Hong Kong when carrying out

the Project;

- (ii) (1) the Grantee (including any person/researchers-in-charge of the projects, project personnel and/or collaborators) has engaged, is engaging, or is reasonably believed by the Trust to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security or otherwise be contrary to the interest of national security; or  
  
(2) it is reasonably believed by the Trust that the suspension or termination of the Contract is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order and/or public safety;
- (iii) the Grantee fails to carry out the Project in accordance with the provisions of this Undertaking;
- (iv) the Grantee fails to carry out the Project properly in accordance with **Appendix II, [Annex A of Appendix III / Updated Annex A of Appendix III dated \_\_\_\_]\* (*delete as appropriate*)** and/or such revised scope or project details as may be approved in writing by the Council;
- (v) the Grantee fails to submit any of the reports mentioned in Clauses (q) to (v) above in accordance with the provisions of this Undertaking;
- (vi) the Grantee fails to complete the Project by the Project Completion Date or such later date as may be approved in writing by the Council;
- (vii) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Grantee's creditors;
- (viii) if the Grantee is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
- (ix) a petition is presented for the winding-up or bankruptcy of the Grantee, which is not dismissed within fourteen (14) days after the petition is presented;
- (x) the Grantee is or becomes insolvent, or any order is made for the Grantee's

bankruptcy;

- (xi) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Grantee's business or assets;
- (xii) the Grantee suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; and/or
- (xiii) the Trust reasonably apprehends that any of the events mentioned in sub-clauses (vii) to (xii) above is about to occur.

#### Consequence of Suspension / Termination

- (z) In the event of suspension of the Contract for whatever reason, the Trust shall not be responsible to pay the Grantee any further Grant under Clause (b) above. The Trust may, in its absolute discretion, release further Grant to the Grantee upon the Grantee's application to the Council, with justifications, for reactivating / finalising the Project.
- (aa) In the event of early termination of the Contract for whatever reason:
  - (i) the Trust shall not be responsible to pay the Grantee any further Grant under Clause (b) above;
  - (ii) the Grantee shall refund to the Trust immediately on demand an amount equivalent to the sum of the Grant paid to the Grantee or a lesser amount as determined by the Council;
  - (iii) the Grantee shall submit the Interim Project Deliverables, Project Deliverables completed, and/or works created, developed or produced during the course of conducting the Project (in whatever form or media such as cassette tapes, CDs, VCDs, DVDs, mp3, USB, and whether in their completed forms or not) (where applicable) ("**Works**") as at the effective day of termination to be specified by the Secretary of the Council ("**Cut-off Day**"); and
  - (iv) the Grantee shall submit, to the satisfaction of the Council, a statement of accounts with all invoices/receipts for the Project expenditures incurred as at the Cut-off Day, and a report on the latest position of the Project.
- (bb) The status of the project which is suspended and terminated by the Council may be

shown as “suspended” and “terminated by the Trust” respectively at the Trust’s and/or the Government’s website.

### Intellectual Property Rights

- (cc) The Grantee shall be and shall remain the owner of all the Intellectual Property Rights subsisting in the Interim Project Deliverables, Project Deliverable(s), and/or Works upon their creation, and shall enter into a licence agreement with the Trust and the Government of the Hong Kong Special Administrative Region (“**Government**”) **before the advancement of any grants** by the Council to grant the Trust and the Government and their respective authorised users, assigns and successors-in-title an irrevocable, non-exclusive, perpetual, freely-transferrable, sub-licensable, royalty-free and worldwide licence to use the Interim Project Deliverable(s), Project Deliverable(s), and/or Works to be created by the Grantee(s) (“**Licence Agreement**”).
- (dd) For the purpose of this Undertaking, “Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
- (ee) If any name, logo, trade mark or service mark of the Grantee is included, shown or displayed on the Interim Project Deliverable(s), Project Deliverable(s), and/or Works or it will be included, shown or displayed during the performance, playing or showing of the Interim Project Deliverable(s), Project Deliverable(s), and/or Works, the Grantee shall grant to the Trust and the Government an irrevocable, non-exclusive, perpetual, freely-transferrable, sub-licensable, royalty-free and worldwide licence to use such name, logo, trade mark or service mark for all purposes contemplated under the Licence Agreement, including but without limitation to showing or displaying the name, logo, trade mark or service mark, whether on its own or in conjunction with other names, logos, trade marks or service marks, in connection with any goods or services.
- (ff) The Grantee shall waive and undertake to procure at its own cost and expense all relevant authors of the Interim Project Deliverable(s), Project Deliverable(s), and/or Works to waive all moral rights (whether past, present or future) in the Interim Project Deliverable(s), Project Deliverable(s), and/or Works. Such waiver shall operate in favour of the Trust, the Government and their respective authorised users, assigns and successors-in-title and shall take effect upon the grant of the relevant

licence referred to in clause (cc).

- (gg) In case the Interim Project Deliverable(s), Project Deliverable(s), and/or Works consist of or contain a film, video or sound recordings or any part thereof, the Grantee shall obtain at its own costs and expenses before the fixation and/or recording of any performance(s) in such film, video or sound recording all the consent or clearance from the performer(s) as may be necessary for such fixation and/or recording of the performance(s) and for any use and exploitation of such fixation or recording, or copies thereof, as contemplated by the Licence Agreement. For the purpose of this clause, the terms “performance”, “performer” and “fixation” shall have the same meanings as those assigned to them in section 200 of the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong).
- (hh) The Grantee shall procure the performer(s) referred to in clause (gg) above to waive their moral rights over their performance(s) in relation to the Interim Project Deliverable(s), Project Deliverable(s), and/or Works, such waiver shall operate in favour of the Trust and the Government, their respective authorised users, assigns and successors-in-title and to have effect immediately upon each of the relevant performance is given.
- (ii) If the Interim Project Deliverable(s), Project Deliverable(s), and/or Works contain any works or materials of which the Intellectual Property Rights belong to a third party, prior to the use and incorporation of such works and materials in the Interim Project Deliverable(s), Project Deliverable(s), and/or Works, the Grantee shall obtain from such third party the grant of all necessary licences or clearances for itself and the Trust, the Government and their respective authorised users, assigns and successors-in-title to use such works and materials in the manner and for any of the purposes contemplated by the Licence Agreement, and to bear the costs of the above licences or clearances.
- (jj) The Grantee shall ensure that the Interim Project Deliverable(s), Project Deliverable(s), and/or Works and the exercise by the Trust and the Government and their respective authorised users, assigns and successors-in-title of any rights granted by the Grantee in connection with the Project do not and will not infringe any Intellectual Property Rights, performers’ rights, moral rights and/or any other rights of any person.
- (kk) The Grantee shall be solely responsible for all claims of infringement of Intellectual Property Rights, performers’ rights, moral rights and/or any other rights in relation to the Interim Project Deliverable(s), Project Deliverable(s), and/or Works by any third party and to fully indemnify the Trust, the Government and their respective authorised users, assigns and successors-in-title for any such claims against the

Trust or the Government.

### Revision of Grant

- (ll) The Trust reserves the right to revise the amount of the Grant if it considers such a revision appropriate, having regard to the resources of the Grantee(s). The Grantee shall agree to any such revision made by the Trust and shall refund to the Trust immediately on demand the amount of any necessary reduction.

### Approval of Grant

- (mm) The approval of the Grant is preliminary and is subject to the Grantee(s)' due execution of the Undertaking in accordance with the instructions set out in **Appendix VI** hereto to the satisfaction of the Council and subject also to the Grantee(s)' return of the executed Undertaking within the time limit to be specified in writing by the Council unless extension of time is agreed in writing by the Council.
- (nn) The Trust reserves the right to revoke its preliminary approval of the Grant (and if the Trust has entered into the Contract with the Grantee, forthwith terminate the Contract) if:
  - (i) the prospective Grantee fails to duly execute this Undertaking in accordance with the instructions set out in **Appendix VI** hereto to the satisfaction of the Council; or
  - (ii) the prospective Grantee fails to return the duly executed Undertaking to the Council within the time limit to be specified in writing by the Council.
- (oo) Formal approval of the Grant shall be given only when the Council is satisfied that all the required documents submitted by the Grantee are in order.

### Governing Law

- (pp) This Undertaking shall be subject to and construed in accordance with the laws of the Hong Kong Special Administrative Region, and the Grantee hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters or dispute arising out of or in connection with or in relation to the Contract.



Name of Grantee in block letters : \_\_\_\_\_

Signed : \_\_\_\_\_  
 \*(The Grantee / For and on behalf  
 of the Grantee) see Note 2  
 \_\_\_\_\_

Name of signatory in block letters : \_\_\_\_\_

Passport / Identity card number of the : \_\_\_\_\_  
 signatory

Position of signatory : \_\_\_\_\_

Date : \_\_\_\_\_

Witness to the above signature : \_\_\_\_\_

Name of witness in block letters : \_\_\_\_\_

Position of witness : \_\_\_\_\_

Date : \_\_\_\_\_

\* Delete as appropriate

#### Note 1

If the Grantee is a company, please insert the address of its registered office; in the case of an individual, please insert his / her residential address.

#### Note 2

If the Grantee is a company, the company chop of the company should be affixed to the Grantee's signature and a copy of the relevant document (e.g. an authorisation letter or a board resolution from such company) showing that the signatory who sign(s) this Undertaking has the authority to sign it for and on behalf of the Grantee is required to be submitted to the Council.

(June 2023)

**Lord Wilson Heritage Trust**  
**Payment Schedule of Grant**

- (1) Subject to section (4) below, an advance payment of 25% of the grant will normally be made to the grantee upon approval of the project and the submission of the signed Undertaking and Licence Agreement from the grantee to the Council.
- (2) During implementation stage of the project, payment of 25% of the grant may be made on the request of the grantee (the second payment), subject to the grantee's submission of (i) interim project deliverables equivalent to 50% project completion; and (ii) receipts duly certified by the grantee of a value not less than 25% of the project cost to the satisfaction of the Secretary of the Council.
- (3) Payment of the remaining project cost will be disbursed as follows:
  - (a) for grantees without seeking second payment: payment of the remaining project cost or 75% of the grant, whichever is the lesser, will be made when the project is completed to the satisfaction of the Council and that the documents as required in Clauses (p) to (u) and (w) on the Undertaking as appropriate are submitted to the Council; and
  - (b) for grantees that have sought second payment: payment of the remaining project cost or 50% of the grant, whichever is the lesser, will be made when the project is completed to the satisfaction of the Council and that the documents as required in Clauses (p) to (u) and (w) on the Undertaking as appropriate are submitted to the Council.
- (4) Notwithstanding sections (1) to (3) above, the Council may make any payment arrangements as it sees fit.

(May 2022)

**Lord Wilson Heritage Trust**  
**Acknowledgement Guidelines**

All grantees must acknowledge the support of the Lord Wilson Heritage Trust (LWHT) by name and logo in all relevant materials, printed matters and publicity, including publications, posters, flyers, press releases, brochures, leaflets, house programmes, exhibition panels, webpage, advertisements in newspapers, magazines, television and other forms of electronic media, in accordance with the guidelines below:-

1. Size of the LWHT logo and name must comply with the specifications set out in Part A on page 2.
2. The LWHT logo can be proportionately reduced or magnified in size, but it must not be smaller than the minimum size stipulated as shown in Part A on page 2. Prior approval of the LWHT has to be obtained for cases where the minimum size cannot be met.
3. The colour specifications in Part B on page 2 must be observed:-
  - Two Colour: Pantone 1805C (Red) and White
  - Single Colour: Black or White (Invert)
4. Use of the LWHT logo should be complemented with appropriate acknowledgement such as “Supported by Lord Wilson Heritage Trust” in English and “衛奕信勳爵文物信託資助” in Chinese.
5. The LWHT logo and the acknowledgement of LWHT support must be in a **prominent position** and proportion to other acknowledgements both in position of prominence and in ranking, and in any case no smaller than the minimum size stipulated in Part A on page 2. **If the deliverable is a publication, the LWHT logo and the acknowledgement of LWHT support should be printed on either the cover, back cover or inside front cover of the publication.**
6. All grantees must acknowledge the support of LWHT, regardless of stage of progress of the relevant projects / programmes. If acknowledgement of LWHT support has been omitted in relevant printed matters, it must be inserted as rectification.
7. All publications and publicity materials carrying the LWHT logo and acknowledgement must obtain prior endorsement of the LWHT before putting in print.

## Specifications

### Part A: Size of the LWHT Logo and Name

#### a) Proper Size



#### b) Minimum Size



### Part B: Colour Specifications



(May 2022)

**LORD WILSON HERITAGE TRUST**

**Progress/Final Report on Project Subvented**

**I. Details of the Approved Application**

*(This part will be completed by the Secretariat of the Council of the Lord Wilson Heritage Trust. Grantees should not amend the content.)*

- (1) Name(s) of Grantee(s):
  
- (2) Name of the approved project:
  
- (3) Date of approval of the project:
  
- (4) Amount of grant approved:
  
- (5) Amount of grants disbursed to the grantee so far:

Date

Grants disbursed

- (6) Deliverable(s) as approved by the Council:
  
  
  
  
  
  
  
  
  
- (7) Project completion date approved by the Council:

## II. Progress of the Project (To be completed by the grantee):

(1) Please confirm:

- (i) Whether there is any change to the project content? ☐ Yes ☐ No
- (ii) Whether there is any change to the project deliverable(s)? ☐ Yes ☐ No
- (iii) Whether there is any slippage of project completion? ☐ Yes ☐ No

If there is any change(s) to the project content and/or deliverables, or any slippage of project completion, please provide detailed justification at **Annex**. ***[NOTE: Grantees are required to notify the Secretary of the Council at least one month in advance of any changes to the project, and subject to the opinions of the Secretary of the Council, the grantees may be required to seek advance approval of the Council for such changes. The Council reserves the right to vary the grant after considering the relevant changes. To ensure timely notification to the Secretary of the Council, grantees may submit the Annex separately without waiting for the submission of the progress report.]***

(2) Brief account of the present position of the project deliverable(s) (including the parts of work that have been started or completed):

<u>Project Deliverables</u>	<u>Present Position</u>

(3) % of work now completed:

(4) Remarks

I/We\* hereby confirm that the grant supported by the Trust has been used solely for project-related expenditure, in accordance with the terms and conditions as set out in the Undertaking. The grant supported by the Trust has also been carefully monitored for its compliance with applicable laws.

Signature(s) of Grantee(s) : \_\_\_\_\_

Name(s) : \_\_\_\_\_

Position(s) in Organisation : \_\_\_\_\_

Date : \_\_\_\_\_

(June 2023)

**LORD WILSON HERITAGE TRUST**

**Request for Project Changes / Extension**

**I. Details of the Approved Application**

(1) Name(s) of Grantee(s):

(2) Name of the approved project:

**II. Project Changes / Extension Request:**

☐ I/We would like to propose the following change(s) to the project:

(i) Details of the proposed change(s):

(ii) Justification(s) for the proposed change(s):

(iii) Impact of the proposed change(s) to the project:

☐ I/We would like to apply for extension of project completion:

(i) Details of the extension request:



(ii) Reasons for the extension request:

(iii) Impact of the slippage on the project:

(iv) The revised date of project completion:

Signature(s) of Grantee(s) : \_\_\_\_\_

Name(s) : \_\_\_\_\_

Position(s) in Organisation : \_\_\_\_\_

Date : \_\_\_\_\_

(June 2023)

**Lord Wilson Heritage Trust**  
**Execution of Documents**

The prospective grantee(s) shall:-

- (1) ensure that full name(s) of the prospective grantee(s) on the Undertaking shall be identical to the full name(s) of the applicant(s) as appeared on the Application Form;
- (2) ensure that if the grantee is a company,
  - (i) the Undertaking and other relevant documents must be signed by the duly authorised representative(s) of that company, stating clearly in the every place of signing that he/she is signing “For and on behalf of” the company (or by cross-out the appropriate alternative on the document e.g. “(~~The Grantee~~/ For and on behalf of the Grantee)”);
  - (ii) it must state clearly both the name of the representative and the name of the company which he/she is representing;
  - (iii) the rubber chop of the company (if any) must be affixed (if the document is a deed, affix the common seal of the company); and
  - (iv) it must provide a copy of the relevant document (e.g. an authorisation letter or a board resolution from such company) showing that the representative who signs the Undertaking has the authority to sign it for and on behalf of the grantee;
- (3) ensure that if the grantee is a company, the Undertaking and other relevant documents must be executed in accordance with the provisions of the company’s memorandum and articles of association or constitution and with the production of all necessary documents, e.g. resolutions of the board of directors (in case the grantee is a company) and power of attorney (where applicable); and
- (4) ensure that if the grantee(s) are individuals, all of their full names must be clearly stated in the Undertaking and other relevant documents and in the place of signing and the appropriate alternative must be crossed out e.g. “(The Grantee / ~~For and on behalf of the Grantee~~)”; and that NO rubber chop or common seal of any organisation should be affixed nearby it to cause any confusion. Also, in case where only one of the individuals will sign the document, valid and effective power of attorney of each of the other persons must be produced and it must be stated in

the document that the signing person is signing for himself and also for and on behalf of the other named grantees.

(May 2022)