Equal Opportunities (Sexual Orientation) Funding Scheme 2025-26
Guide to Application

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I. Objective

1.1 The Equal Opportunities (Sexual Orientation) Funding Scheme ("Funding Scheme") aims to provide funding support to worthwhile community projects which aim at promoting equal opportunities on grounds of sexual orientation or gender identity, or seek to provide support services for the sexual minorities.

II. Application

2.1 Eligibility

2.1.1 The applicant to the Funding Scheme ("Applicant") shall be:

(a) a society established in Hong Kong under the Societies Ordinance (Chapter 151 of the Laws of Hong Kong);

(b) a company incorporated under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) or under the former Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as defined in Chapter 622 of the Laws of Hong Kong;

(c) a charitable institution or trust of a public character exempt from tax under the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong);

(d) an incorporated management committee, school management company or management committee established or registered under the Education Ordinance (Chapter 279 of the Laws of Hong Kong); or

(e) a body established under any other ordinances of Hong Kong.

For the avoidance of doubt, an application may be submitted by a sub-group of an organisation, provided that the sub-group falls within any of the categories mentioned in sub-paragraphs (a) to (e) above.

2.1.2 The Applicant must be the organiser of the project.

2.1.3 Joint application (i.e. an application made by two or more organisations that fall into the categories mentioned in paragraph 2.1.1) is allowed. For a joint application, a principle Applicant ("Principal Applicant") (i.e. the main organiser) shall be designated and be responsible for the administration and accounting management of the approved Proposal, including payment and reimbursement arrangements (please see paragraphs 5.2 and 5.4 for details). The respective responsibilities of all the organisations making a joint application must be stated clearly in the application form. The Government of the Hong Kong Special

Administrative Region ("Government") shall NOT be liable for any dispute arising from or in respect of the administration or financial arrangements of the approved Proposal between the Principal Applicant and the cooperating organization(s) ("Cooperating Organisation(s)").

2.1.4 Projects which the Applicant applies for sponsorship under the Funding Scheme ("Proposed Project") should be non-profit making and shall tie in with the objective of the Funding Scheme and not be of a fund-raising, commercial, religious or political nature.

2.1.5 An Applicant (whether as sole Applicant or one of the joint Applicants) who has engaged, is engaging, or is reasonably believed to have engaged or have been engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or which would otherwise be contrary to the interest of national security, will not be considered.

2.1.6 The Proposed Project shall not be held together with any other activities. The Applicant shall seek the prior consent from the Constitutional and Mainland Affairs Bureau of the Government ("CMAB") in writing should it intend to hold the Proposed Project together with other activities.

2.1.7 Proposed Projects for which public funding will normally be earmarked under other funding sources/schemes of the Government will not be considered.

2.1.8 Existing projects which are financially self-sufficient will not be considered.

2.1.9 If the Applicant intends to accept sponsorship from any organisation other than the Funding Scheme for the same project, prior approval must be sought from CMAB in writing. If CMAB considers it inappropriate for the Funding Scheme to co-sponsor the project with that organisation, CMAB may withdraw the sponsorship, terminate the letter of agreement ("Letter of Agreement"), and require the successful applicant to immediately repay all or any funds already provided to it if the Applicant decides to accept sponsorship from the other organisation.

2.1.10 Successful applicants may use the sponsorship under the Funding Scheme to implement activities outside Hong Kong, but CMAB does not encourage this practice.

2.1.11 Proposed Projects must create no additional consequential recurrent expenditure for the Government.

2.1.12 All funded activities must be completed within the prescribed deadlines,

otherwise CMAB may withdraw the sponsorship and require the successful applicants to immediately repay all or any funds already provided to them. The prescribed deadlines are as follows:

(a) All funded activities must be implemented and completed on or before 31 January 2026 (Saturday) except where, as stated in sub-paragraph (b) below, special prior approval has been given for the time limit to be extended.

(b) If there are special justifications for extending the time limit for implementation of individual activities, the Applicants must state any such justifications in the application form for consideration by the Assessment Committee (please refer to paragraph 3.1). Activities with special approval for extension of time limit must be implemented and completed on or before 31 May 2026 (Sunday).

2.1.13 For each project, the Applicant must appoint a Project Co-ordinator and a Deputy Project Co-ordinator who will be responsible for overseeing the project, monitoring the proper use of funds, liaising with CMAB and reporting progress or results of the project. The Officer-in-charge of the organisation shall not be the same person as the Project Co-ordinator or Deputy Project Co-ordinator.

2.2 Application Procedures and Deadline for Submission

2.2.1 Applications shall be made on the Funding Scheme's application form and conform to all conditions set out in this Guide to Application. The application form and the Guide to Application can be downloaded from CMAB's website (http://www.cmab.gov.hk/en/issues/equalsdofs_sex.htm) or provided upon request to the Gender Identity and Sexual Orientation Unit of CMAB.

2.2.2 Each applicant can submit no more than 3 applications. For each project and related activities, only 1 application can be submitted. Please refer to paragraph 4.1 regarding the details of funding application.

2.2.3 Applications shall be submitted to CMAB no later than **6:00 p.m. on 26 May 2025 (Monday)**. Applicants shall deliver the following documents to Gender Identity and Sexual Orientation Unit, Constitutional and Mainland Affairs Bureau, 13/F, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong by post or in person during business hours (8:45 a.m. to 6:00 p.m.) from Monday to Friday on or before the application deadline:

(a) original completed application form plus two duplicates (together with the outline of the script or the content of the story for performance (if appropriate));

(b) documentary proof of eligibility to apply (please refer to paragraph 2.1.1 above);

(c) other supporting documents as required in the application form (including without limitation documentary proof on the secured sponsorship); and

(d) any other additional information relevant to the application.

2.2.4 Late applications or applications with incomplete details will not be processed. Submission by post with a postmark date later than the deadline will not be accepted by CMAB. To facilitate processing of applications, applicants are requested to send the scanned softcopy of the completed application form (and supplementary information, if any) to the Gender Identity and Sexual Orientation Unit of CMAB (gisou@cmab.gov.hk) no later than the application deadline. However, the submission time of the hard copy referred to in paragraph 2.2.3 above and its contents shall prevail.

2.2.5 For the purpose of considering the applications, CMAB may request applicants to submit additional or supplementary information.

2.2.6 All submitted applications, whether accepted or not, will not be returned.

2.2.7 In case Tropical Cyclone Warning Signal No. 8 or above or a Black Rainstorm Warning Signal is in force for any duration between 3:00 p.m. and 6:00 p.m. on the day of application deadline, the closing date and time for application will be extended to 6:00 p.m. on the next working day (excluding Saturdays) on which no Tropical Cyclone Warning Signal No. 8 or above or a Black Rainstorm Warning Signal is in force for any duration between 3:00 p.m. and 6:00 p.m.

2.3 Notification of Results

2.3.1 Under normal circumstances, applicants will be notified of the result of the application in writing within two months after the application deadline. Under no circumstances shall an application be deemed to be successful unless and until the Applicant has been notified in writing by CMAB that the Applicant's application is successful.

2.3.2 CMAB's decision on the result of the application shall be final.

2.3.3 CMAB reserves the right to announce the application results and to disclose

the list of successful applicants, the projects sponsored and the amount of sponsorship and other information of the sponsored projects.

2.4 Letter of Agreement and Savings

2.4.1 If an application is successful, a Letter of Agreement and an Undertaking Form ("Undertaking") will be sent to the successful applicant. The Letter of Agreement will set out the amount of the funds to be offered and the general terms and conditions of the proposed grant of the funds.

2.4.2 The successful applicant will be required to sign and return the Letter of Agreement and the Undertaking to CMAB within the period specified therein ("Offer Period") if it accepts the general terms and conditions of the proposed grant of the funds stipulated in the Letter of Agreement. CMAB may at any time before the receipt of the Letter of Agreement and Undertaking duly signed by the successful applicant withdraw the offer to make the proposed grant of the funds. CMAB shall be deemed to have withdrawn the offer to make the proposed grant of the funds to a successful applicant without the need to give notice if it does not receive the Letter of Agreement and Undertaking duly signed by the successful applicant upon the expiry of the Offer Period.

2.4.3 After an application has been approved, any application for increase in the amount of the funds will not be considered.

2.5 Withdrawal of Application

2.5.1 Applicants may write to CMAB to withdraw their applications within fourteen (14) calendar days from receipt of the notice referred to in paragraph 2.3.1 above. Such withdrawal is irrevocable.

2.5.2 On receipt of the written notice of withdrawal, any approval, conditional approval or approval-in-principle issued by CMAB shall cease to be valid.

2.6 Briefing Session and Enquiries

2.6.1 CMAB will hold an online briefing session on **9 May 2025 (Friday)** or such other date as specified by CMAB to enable applicants to have a better understanding of the Funding Scheme. Interested parties shall complete the enrolment form, which can be downloaded from CMAB's website (http://www.cmab.gov.hk/en/issues/equalsdofs_sex.htm), and return it by post, by fax or by email to CMAB, by 7 May 2025 (Wednesday).

2.6.2 Enquiries about the application and other related matters shall be addressed to the Gender Identity and Sexual Orientation Unit of CMAB as follows:

Address:	13/F, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong
Telephone:	2810 3205
Fax:	2523 0565
Email:	gisou@cmab.gov.hk

2.6.3 Information provided in response to enquiries received by CMAB may be shared by CMAB with other organisations.

III. Assessment of Application

3.1 Assessment Committee

3.1.1 An Assessment Committee ("AC") will assist the Government in considering applications and provide opinions on related matters. The AC comprises official and non-official members with experience in relevant fields.

3.1.2 To avoid conflict of interest, all members of the AC shall comply with the guidelines on declaration of interests and related conduct drawn up by CMAB.

3.1.3 For the purpose of considering and assessing applications, applicants may be invited to present their proposals to the AC, and arrange necessary site visits and/or meetings for members of the AC.

3.1.4 The offer of an advantage to any government officers or members of the AC with a view to influencing the outcome of the applications is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offer by the Applicants or their employee(s) or agent(s) will also render the application null and void.

3.1.5 Applicants shall agree to grant and procure the relevant third party Intellectual Property Rights owners to grant the licence to the Government, its authorised users, assigns and successors-in-title to copy, access and circulate any information and materials in the applications and the accompanying documents for the purpose of vetting and assessment of applications.

3.2 Assessment Criteria and Process

3.2.1 In considering each application, the AC will consider:

(a) Objective of the proposed activities;

(b) Content of the proposal (for example, scope of the project, the relevance of the contents with the overall objective of the Funding Scheme, the target and anticipated number of beneficiaries);

(c) Financial consideration (for example, overall provision of the Funding Scheme, the budget and cost-effectiveness of the project);

(d) Feasibility of the proposed activities;

(e) Background of the Applicant (for example, its experience and management capability, and its previous performance in the Funding Scheme (if applicable));

(f) Publicity plan; and

(g) Other factors (for example, whether the activities are expected to generate revenue, whether other subsidies are available, and whether the activities would be held together with other activities) which the AC considers relevant.

3.2.2 In assessing applications, where necessary, the AC may take into account comments obtained from relevant government bureaux/departments and from professionals in the relevant fields on the proposal from the relevant perspectives.

3.2.3 Applicants may be requested to provide clarification or supplementary information on the application.

3.2.4 The AC may review the assessment process from time to time and decide on recommendations for improvement based on necessity and in the light of experience.

IV. Funding Support

4.1 Funding Application

4.1.1 The maximum amount of funding to be granted to each project is HK$200,000 (the project itself could involve expenditure over HK$200,000). Should the amount of funding being applied exceed HK$200,000, the relevant application may not be considered.

4.1.2 The Funding Scheme will only provide direct and one-off financial support to meet the cost of specified expenditure items essential for the organisation of the selected activities by the successful applicants. In drawing up the budget, applicants shall ensure that it is cost-effective. Generally speaking, the cost of additional manpower directly incurred for the project,

the cost of leasing equipment for implementing the activity, venue rental cost directly incurred for hosting the activity, as well as other one-off non-recurrent direct expenditure, such as the cost of preparing the auditor's report, and expenses for consumables, marketing and promotion for the purpose of the project may be funded. Other than expenditure directly related to the implementation of the project, successful applicants may, pursuant to paragraph 4.1.7, be provided with administrative overheads to defray the administrative expenses of the spending areas mentioned in sub-paragraphs 4.1.7 (a) to (h).

4.1.3 The proposed amount of funding support must be justified by a prudent and realistic operational plan and budget provided by the Applicant with justifications for the proposed expenditure items.

4.1.4 Applicants shall observe the following requirements in preparing the budget:

(a) Total expenditure on publicity shall in general not exceed 15% of the budget of the project;

(b) Expenditure on opening ceremonies (if any) shall not exceed 15% of the budget of the project;

(c) The amount of honorarium given to a guest/speaker shall not exceed HK$550 per session (three hours as one session);

(d) Expenditure on food and drinks for volunteers (if any) shall not exceed HK$50 (half day) or HK$100 (whole day) per head;

(e) Travelling expenses may be reimbursed only if they arise directly from the project and only if the form of transport used is the cheapest available on each occasion. Taxi fares will be reimbursed only in exceptional circumstances and must be justified in writing; and

(f) The sum of additional manpower cost directly incurred for the project, the cost of preparing the auditor's report and miscellaneous/contingency expenditure together shall not exceed 15% of the total budget of the project and shall be disbursed on a reimbursement basis. Administrative overheads not directly related to the project shall not be counted in the said 15%.

4.1.5 Applicants may acquire funding from their own sources and/or from other sources (such as contributions or sponsorships from third-parties subject to

prior approval of CMAB as stated in paragraph 2.1.9 above) to meet part of the total actual cost of the project. Applicants shall explain whether and how they will raise income (such as charging admission fees or soliciting sponsorships). Applicants shall set out clearly in the application form the amount of funds to be provided by themselves (if any) and their sources (including secured sponsorship from the commercial sector). Applicants shall submit documentary proof on the secured sponsorship.

4.1.6 To facilitate evaluation of the project, applicants shall state the project's deliverables, key milestones, targets, and methods for measuring its performance when they submit applications.

4.1.7 With effect from 2018-2019, successful applicants are provided with additional administrative overheads to defray indirect additional manpower cost and other administrative expenses incurred for the purpose of implementing the project. For an approved project with the approved budget of no more than HK$110,000, the maximum amount of grant for administrative overheads is 5% of the approved budget. For an approved project with the approved budget of more than HK$110,000, the maximum amount of such a grant is 10% of the approved budget. The administrative overhead is calculated based on each individual approved project. The administrative overheads only cover the following spending areas –

(a) service planning and management, coordination support or quality assurance;

(b) human resource management;

(c) accounting management and financial monitoring;

(d) risk management, internal audit and control;

(e) publicity, public relations, corporate communication and service promotion;

(f) provision of office, activity venue and equipment, daily consumables

(g) information technology facilities and support; and

(h) translation.

4.1.8 Applicants shall state the purpose of the administrative overheads in the application form. The purpose should belong to any one of the spending areas listed in sub-paragraphs 4.1.7 (a) to (h). Otherwise, the successful applicants will not be provided with administrative overheads.

4.2 Funding Support for Projects

4.2.1 The funds provided shall be used according to the approved budget of the successful applicants and for the sole and exclusive purpose of carrying out the project directly. Administrative overheads mentioned in paragraph 4.1.7 shall also be used to support the funded project.

4.2.2 CMAB reserves the right to terminate or reduce the funding support for the project if CMAB is of the opinion that the successful applicant has used the approved funds or any part thereof for any purposes other than that specified in paragraph 4.2.1.

4.3 Surplus or Deficits

4.3.1 Successful applicants shall undertake to return any residual funds and operating surplus generated from the project to the Government (as CMAB may determine in its sole discretion) (including all interest)("surplus fund"), up to the amount of the approved funds for the project plus the interest generated or which should have been accrued to the Project Account (see paragraph 5.4.1 below), within 1 month after submission of the final audited accounts or financial report of the project. The successful applicants shall return the surplus funds by way of issue of a crossed cheque or bank cashier order payable to "The Government of the HKSAR". The Government may seek legal remedy in case of unreasonable delay in the return of any surplus funds by the successful applicants.

4.3.2 Successful applicants shall accept liabilities for all deficits arising from the project. If the successful applicants reasonably foresee that the total expenditure will exceed the original budgeted expenditure by whatever amount, they shall inform CMAB immediately. In addition, they shall be responsible for the shortfall in order to complete the project.

V. Variations, Accounting and Financial Requirements

5.1 Variations

5.1.1 Any variation or modification to the funded project, including whether the Applicant has secured any source of income for the project or committed to any sponsorship or donation; change of implementation timetable, size or scope, or content or nature of the activities; and change of any key personnel for organising and implementing the project or change to the approved budget, shall require the prior written approval of CMAB. Successful applicants must apply for CMAB's approval in writing at least fourteen (14) calendar days before the proposed variation or modification takes effect. If the successful applicant makes any unauthorised variation

or modification mentioned above without reasonable excuse, the Government, without prejudice to any rights, claims or remedies that it may have, may terminate its sponsorship for the relevant activities.

5.2 Payment and Reimbursement Arrangements

5.2.1 Successful applicants will normally be required to settle the expenditure of the approved project first, and apply for disbursement of funds from CMAB on a reimbursement basis.

5.2.2 Notwithstanding paragraph 5.2.1, if successful applicants intend to apply for advance payment, they may submit the duly signed Advance Payment Request Form at the same time when the duly signed Letter of Agreement and Undertaking are submitted. The advance payment will be disbursed to the successful applicant upon CMAB's acceptance of duly signed Advance Payment Request Form and the first progress report after the start of project. Advance payment to be disbursed will not be more than 35% of the approved sponsorship amount (excluding administrative overheads mentioned in paragraph 4.1.7).

5.2.3 Except for advance payment, the outstanding funds and administrative overheads will only be disbursed after completion of the project in accordance with paragraph 5.2.4.

5.2.4 All successful applicants shall submit the project final report and financial report (please see paragraphs 6.1.1 and 6.1.4 for details) to CMAB by the deadlines specified in paragraph 6.1.4. If CMAB is satisfied with the report and that the project concerned has been implemented in accordance with the approved Proposal, this Guide to Application and the Letter of Agreement, the Government will disburse the outstanding funds and administrative overheads to the successful applicants. The amount of the outstanding funds to be disbursed is subject to a final adjustment having regard to compliance or otherwise by the Applicant with the requirements as stipulated in the Letter of Agreement and this Guide to Application (including without limitation relevant requirements for procurement of goods and services).

5.2.5 Expenditure incurred before submission of the duly signed Letter of Agreement and Undertaking will not be sponsored by the Government.

5.2.6 Notwithstanding anything provided in paragraph 5.2.4, if the amount of actual expenditure of approved project is less than the approved funding, the amount of reimbursement will be capped at the amount of actual expenditure. If the amount of actual expenditure is less than the advance payment having been disbursed, successful applicants must repay to the

Government the difference between the actual expenditure and the disbursed advance payment.

5.2.7 The actual expenditure on any individual expenditure item shall not exceed the approved amount of that expenditure item. Prior approval from CMAB is needed if the approved budget has to be changed under special circumstances. Discretionary approval may be made by CMAB to raise the sponsorship amount of individual item not exceeding 20% of the original approved amount of the item. However, for expenditure items set out in sub-paragraphs 4.1.4 (a), (b) and (f), application to increase the prescribed limit will generally not be considered. CMAB reserves the right not to reimburse any payments that exceed the prescribed limit.

5.2.8 Unless CMAB approves otherwise, expenditure incurred after the activity date, except for expenditure items which by nature must be incurred after the activity (e.g. expenditure on developing photographs taken in respect of a funded activity), will not be reimbursed.

5.2.9 Each item of expenditure must be supported by the original receipt as proof of payment. Invoices, delivery notes or quotations are not regarded as proof of payment. All receipts must be certified by the Officer-in-charge of the successful applicant or Project Co-ordinator together with the successful applicant's chop.

5.2.10 The name and signature of the certifying person shall tally with those specified in the application submitted to CMAB. The original receipts submitted to CMAB will not be returned to the successful applicants.

5.3 Books of Accounts and Records

5.3.1 Successful applicants shall maintain proper and separate books of accounts in accordance with prevailing accounting standards and practice in Hong Kong, as well as all relevant records of the project (including electronic records).

5.3.2 The books of accounts and records of the project shall be kept for inspection by Government or its authorised representatives during the term of the Letter of Agreement and for a period of at least 7 years after the completion of the project or the termination of the Letter of Agreement. The Applicant shall also maintain all the original invoices and bills (including quotations and relevant documents on procurement, and electronic records) in respect of the funded project and shall produce them for inspection by Government or its authorised representatives during the aforesaid period.

5.4 Bank Account and Interest

5.4.1 Successful applicants shall open under their name and maintain an interest-bearing Hong Kong Dollar account with a licensed bank in Hong Kong within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) for the purpose of processing and transacting all receipts and payments relating to the project. Payments from that bank account shall be made by the authorised representative(s) of the successful applicants.

5.4.2 The successful applicants shall deposit all receipts relating to the project, including without limitation, contributions from the successful applicants, contributions from the sponsor(s), and all income, into the Project Account. All interest shall be kept in the Project Account and shall not be taken out or used for any other purpose.

5.4.3 The Government reserves the right to claim against the Applicants for any loss or damages incurred in connection with or as a result of the successful applicant's failure to comply with paragraph 5.4.1 or 5.4.2.

5.5 Use of Information

5.5.1 Without prejudice to paragraph 7.7, the Government and the AC has the right to make use of information, disclose or transfer information provided in the applications for the purposes of assessment of the applications, conducting research, arranging publicity of the Funding Scheme or approved projects, monitoring and evaluation of the projects, etc.

5.6 Procurement of Services and Staff Employment

5.6.1 Procurement of services includes engagement of or awarding a contract to an agent of the successful applicants to implement the project with a view to making any profit or generating any revenue.

5.6.2 Successful applicants shall exercise utmost prudence in procuring goods or services in relation to the funded project. In order to ensure openness, fairness and value for money, successful applicants shall, and shall ensure that the Project Co-ordinator, Deputy Project Co-ordinator, their directors, employees, agents, contractors, sub-contractors and other personnel who are in any way involved in the project shall, exercise the utmost prudence in procurement of goods and services, and ensure that purchases of all goods and services of any value in relation to or for the purposes of the project are made on an open, fair and competitive basis, and only from suppliers who are not associates or associated persons of the successful applicants. For every purchase, the successful applicant shall comply with the following rules of invitation of quotations:

(a) if the value of the purchase is more than HK$5,000 but not exceeding HK$50,000, the successful applicant shall obtain at least 2 written quotations;

(b) if the value of the purchase exceeds HK$50,000, the successful applicant shall obtain at least 5 written quotations;

(c) successful applicants shall accept the lowest conforming offer;

(d) successful applicants shall provide the quotation record to CMAB **at least 7 working days before** acceptance of the offer, and shall:

(i) disclose all relationships between the successful applicant, its directors, office-bearers or staff with the suppliers invited for quotation and their directors, office-bearers or staff; and

(ii) declare that there is no conflict of interest in the procurement process;

(e) if the successful applicants fail to comply with the sub-paragraphs 5.6.2(a) to (c) above in the purchase, full justifications shall be provided and entered appropriately in the quotation record; and

(f) if the value of the purchase exceeds HK$50,000, a Declaration of Interests in the Evaluation of Quotations, duly completed and signed by each staff of the successful applicant who is involved in the evaluation to declare that there is no conflict of interest in the procurement process, shall be submitted to CMAB **at least seven (7) working days before** acceptance of the offer.

5.6.3 Successful applicants are responsible for the setting up and operation of a proper procurement/tendering and stores management system for the project with sufficient checks and control and in accordance with the following principles:

(a) public accountability and value for money – the funds provided under the Funding Scheme are public money. Successful applicants are accountable to the public for the use of the funding support under the Funding Scheme and should be prepared to account for any of their procurement decisions publicly. They are obliged to achieve the best value for money for their procurement; and

(b) transparent, open and fair competition – all requirements and specifications of intended procurement should be clearly made known to potential suppliers and contractors. It is essential to

uphold the principles of fairness and competitiveness and maintain a level playing field in all procurement/tendering process. All tenderers and suppliers should be treated, and must be seen to be treated, on equal footing. Successful applicants should ensure that proper safeguards are put in place to avoid any actual, potential or perceived conflict of interest situations arising in the procurement/tendering process, for example, their staff or agents should be required to declare any conflict of interest in relation to procurement/tendering and staff recruitment, and a mechanism should be set up to mitigate any such declared conflicts.

5.6.4 The successful applicants who recruit staff directly for the project shall, and shall ensure that their agents shall, observe the principles of openness, fairness and competitiveness during the recruitment process. The successful applicants shall, and shall ensure that their agents shall, comply with the employment, equal opportunities and data protection requirements under the laws of Hong Kong. Upon the request of the Government, successful applicants shall approach the Independent Commission Against Corruption ("ICAC") for advice and assistance to draw up a Code of Conduct for compliance by their directors and employees, and to ensure proper corruption prevention safeguards are incorporated into their procurement and staff recruitment procedures. When drawing up such a Code of Conduct, the successful applicants shall make reference to the *Best Practice Checklist – Strengthening Integrity and Accountability – Government Funding Schemes Grantee's Guidebook* issued by the ICAC. The successful applicants shall permit ICAC to examine their management and control procedures with a view to providing corruption prevention advice.

5.6.5 The successful applicants shall ensure that they shall, and shall procure and their staff shall, conform to the requirements of the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). The successful applicants shall notify personnel who are in any way involved in the project in writing that they shall not offer to or solicit or accept from any person any money, gifts or advantages in relation to the performance of the Letter of Agreement or the project.

5.6.6 In the event that the successful applicants, the Project Co-ordinator, Deputy Project Co-ordinator, any of their directors, employees, agents, contractors, sub-contractors or other personnel who are in any way involved in the project commit an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) (including the offering of any advantages to any members of the AC or the Government), CMAB may terminate the Letter of Agreement, immediately withdraw sponsorship and

require the successful applicants to immediately repay all or any funds already provided to them.

5.7 Publicity Materials and Production of Articles

5.7.1 Successful applicants shall, as prescribed by the Government, state that the activity is **"sponsored by the Equal Opportunities (Sexual Orientation) Funding Scheme"** and display the **"Government-funded programme" logo** on all publicity, advertising and promotional materials and publications (including printed and electronic versions) as well as at media events relating to the funded project.

5.7.2 Successful applicants shall seek prior written consent from CMAB on presentation of CMAB's logo on any publicity materials. CMAB reserves the right to require the successful applicant to immediately cease using any publicity materials in which reference is made to CMAB (including the use of logo).

5.7.3 The disclaimer **"Any contents of this material / any activities organised under this project do not represent the position of the Government of the Hong Kong Special Administrative Region"** must be included and clearly stated in all printed advertisements, publications (e.g. programme booklets), websites, and any other publicity materials for the project.

5.7.4 Articles (including audio-visual materials, sound recordings, pictures, written materials and their duplications) produced under funding support from the Funding Scheme shall not be reproduced for sale or any other purposes without the prior written approval from CMAB.

5.7.5 Articles produced under funding support from the Funding Scheme shall tie in with the objective of the Funding Scheme, and shall not contain any content or information unrelated to the project (e.g. content or information of other activities).

5.7.6 Articles produced under funding support from the Funding Scheme must not contain anything that:

(a) is likely to incite hatred against, or denigrate or insult any person, organisation or body of persons;

(b) is in breach of any law, rule or regulation currently in force in Hong Kong;

(c) is classified as indecent or obscene under the Control of Obscene and Indecent Articles Ordinance (Chapter 390 of the Laws of Hong Kong) (see **Annex A**). It is in the interest of the successful

applicant to submit the articles to the Obscene Articles Tribunal for classification before publication/public display if the successful applicant has doubt that the content may be indecent or obscene; or

(d) infringes any Intellectual Property Rights or any other rights of any persons. The successful applicant is responsible for ensuring that there is no such infringement. If the successful applicant intends to use materials created by others, prior approval from the Intellectual Property Rights owners or right holders must be sought.

5.7.7 If the project involves distribution of publications in schools, the successful applicant must obtain prior approval from the relevant school authorities.

5.7.8 If the successful applicant plans to conduct certain activities of the sponsored project in schools, it shall brief the relevant school authorities on the content of the activities and seek their agreement in advance to conduct such activities.

5.7.9 If the successful applicant fails to comply with any obligation under paragraphs 5.7.1 to 5.7.8 above in the production, publication or distribution of any advertising and promotional materials and publications (including printed and electronic versions) relating to the funded project and such noncompliance is incapable of being remedied or if the successful applicants fail to remedy the noncompliance within the time limits specified by CMAB, CMAB may terminate the Letter of Agreement, immediately withdraw sponsorship and require the successful applicants to immediately repay all or any funds already provided to them.

5.8 Insurance

5.8.1 Successful applicants or their agents shall procure appropriate insurance policies, including employees' compensation, an all-risk insurance in respect of public liability including coverage of occupier's liability, to meet any claim arising out of or in connection with the project.

5.8.2 Under no circumstances shall the Government or the AC be held liable for any third-party claims for loss or damages arising from or relating to the project.

VI. Monitoring and Evaluation

6.1 Progress Report and Project Final Report

6.1.1 Successful applicants shall submit the following reports on the

implementation of the project:

(a) progress report – to report on the details of the project activities or preparation work completed and the content of the activities to be organised;

(b) project final report – to report on all the information of the project activities organised, attach at least 1 photograph for each type of activity and the attendance record(s), and evaluate the project according to the key milestone(s), expected outcome, performance indicator(s), objective(s) and evaluation method(s) as stated in the application form;

(c) financial report – covering all receipts and receivables including contributions (whether in cash or any other forms of contribution) from the Applicant, the sponsor(s) and/or other sources, all income and all payments made in respect of the project. For projects with an approved budget below HK$150,000, the successful applicants shall submit, in conjunction with the project final report, an auditor's report or a financial report with all original receipts duly certified by the Officer-in-charge of the organisation or Project Co-ordinator together with the successful applicant's chop. For projects with an approved budget exceeding HK$150,000, the successful applicants shall submit, in conjunction with the project final report, a financial report with the accounts audited by an independent Certified Public Accountant, including:

(i) Statement of Income and Expenditure, a Balance Sheet, Cash-flow Statement, Notes to the Accounts and an Auditor's Report; and

(ii) Auditor's Report, which shall include the auditor's opinion on whether the successful applicant and the Project Account have complied with the terms and conditions of the Letter of Agreement, and an assurance that the sponsorship from the Funding Scheme was spent in accordance with this Guide to Application and the Letter of Agreement;

(d) publicity report – to keep all the publicity materials, samples and media coverage summary relating to the project; and

(e) summary report on participants' responses to a questionnaire survey, including the original questionnaires.

6.1.2 All successful applicants shall submit the reports referred to in paragraph 6.1.1 above by the deadlines specified in paragraphs 6.1.3 and 6.1.4.

Otherwise, CMAB may withdraw sponsorship and require the successful applicants to immediately repay all or any funds already provided to them.

6.1.3 For the purpose of submitting the progress report referred to in sub-paragraph 6.1.1(a) above:

(a) the deadlines for the submission of the first and the interim progress reports shall be **31 August 2025 (Sunday)** and **31 October 2025 (Friday)** respectively, except where, as stated in sub-paragraph 2.1.12(b) above, special prior approval has been given for the time limit to be extended for the completion of the project activities concerned; and

(b) for the projects for which special approval has been given for an extension of the time limit, the deadlines for the submission of the first and the interim progress reports shall be **31 August 2025 (Sunday)** and **31 December 2025 (Wednesday)** respectively.

No interim progress report is required for a project which is completed before its interim report is due.

6.1.4 For the purpose of submitting the reports referred to in sub-paragraphs 6.1.1(b) to (e) above:

(a) the deadlines for the submission of the reports, statements and questionnaires referred to in sub-paragraphs 6.1.1(b) to (e) shall be **15 February 2026 (Sunday)** or within six weeks after the project completion date, whichever is earlier, except where, as stated in sub-paragraph 2.1.12(b) above, special prior approval has been given for the time limit to be extended for the completion of the project activities concerned; and

(b) for the projects for which special approval has been given for an extension of the time limit, the deadline for the submission of the reports, statements and questionnaires referred to in sub-paragraphs 6.1.1(b) to (e) shall be **15 June 2026 (Monday)** or within six weeks after the project completion date, whichever is earlier.

6.2 Progress Review

6.2.1 Successful applicants shall inform the Gender Identity and Sexual Orientation Unit of CMAB in writing of the date, time and venue of all the activities to be undertaken under the approved project at least 14 calendar days before the commencement of the activity.

6.2.2 CMAB and its authorised representatives may participate in any related activities of the project as observers to examine the progress of the project. They may also conduct visits to the relevant venues of the activities. CMAB will normally inform the successful applicants of the arrangement of visit but CMAB and its authorised representatives can also conduct the visit without prior notice.

6.2.3 Successful applicants will be required to assist in arranging such observations or visits by CMAB, and to comply with any advice or instructions that CMAB may issue from time to time in respect of the project or any related matters. Otherwise, CMAB may withdraw sponsorship and require the successful applicants to immediately repay all or any funds already provided to them.

VII. Intellectual Property Rights[1] and Personal Data

7.1 It is the responsibility of the successful applicants to ensure that they comply with the provisions of the intellectual property laws of Hong Kong. Under no circumstances shall the Government be held liable for any breaches of Intellectual Property Rights caused by the successful applicants.

7.2 All Intellectual Property Rights in the materials relating to the approved projects created or developed by successful applicants ("Project Materials") shall be and remain vested in the successful applicants upon creation.

7.3 Successful applicants grant for the benefits of the Government, its authorised users, assigns and successors-in-title a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable licence to do the acts restricted by copyright that are stipulated in sections 23 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) in relation to the Project Materials for any purposes. In relation to any parts of the Project Materials to which the successful applicants are not empowered to grant the licence aforesaid, the successful applicants undertake to procure at their sole costs and expenses the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third party Intellectual Property Rights Owners.

7.4 Successful applicants grant for the benefit of the Government, its authorised users, assigns and successors-in-title a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable

[1] Intellectual Property Rights means "patents, trademarks, 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."

licence to do the acts restricted by copyright that are stipulated in sections 23 to 29 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong) in relation to all reports and related materials referred to in paragraph 6.1. In relation to any parts of the reports and materials to which successful applicants are not empowered to grant the licence aforesaid, the successful applicants undertake to procure at their sole costs and expenses the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third party Intellectual Property Rights owners.

7.5 Successful applicants shall, at their own costs and expenses and before the fixation and/or recording of any performance(s) in relation to the Project Materials, obtain all the consent and 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, by successful applicants and the Governments, its authorised users, assigns and successors-in-title as contemplated by this Guide. For the purpose of this paragraph, the terms "performance", "performer" and "fixation" shall have the same meanings as those assigned to them in section 200 of the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong).

7.6 Successful applicants shall:

(a) waive and undertake to procure all relevant authors of all items referred to in paragraphs 7.3 and 7.4 to waive all moral rights (whether past, present or future) in the said items; and

(b) undertake to procure all relevant performers to waive their moral rights over their performances in relation to the Project Materials. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall take effect upon the grant of licence to the Government, its authorised users, assigns and successors-in-title, or upon each of the relevant performance is given.

7.7 The personal data provided in the applications may be used and disclosed in accordance with the "Personal Information Collection Statement" enclosed (see **Annex B**).

7.8 The individuals whose personal data are provided in an application have the right of access and correction with respect to the personal data as set out in the "Personal Information Collection Statement" enclosed at **Annex B**.

7.9 Successful applicants warrant to the Government that:

(a) the implementation of the approved projects, the provision of any work or material by the successful applicants in performing this Guide, or the use or possession by the Government, its authorised users, assigns and successors-in-title of any such work or material or any part thereof for any of the purposes contemplated by this Guide does not and will not infringe any Intellectual Property Rights and any other rights of any persons.

(b) in respect of any materials used by the successful applicants in the performance of this Guide and in respect of which any Intellectual Property Rights are vested in a third party, the successful applicants shall have obtained the grant of all necessary clearances for themselves and their authorised users, and the Government, its authorised users, assigns and successors-in-title authorising the use of such materials for any of the purposes contemplated by this Guide.

VIII. Cessation of Provision of Funds

8.1 The Government may terminate the Letter of Agreement and immediately withdraw sponsorship if any Event of Default has occurred and is incapable of being remedied or if the successful applicant fails to remedy the Event of Default within the time limits specified in the Letter of Agreement.

8.2 The "Events of Default" will be set out in the Letter of Agreement. These include without limitation breach of the terms and conditions of the Letter of Agreement by, and insolvency of, the successful applicants, failure to satisfy the conditions precedent to provision of the funds, and failure to complete the approved project by the specified date.

8.3 The Government may immediately terminate the Letter of Agreement and withdraw sponsorship if:

(a) the successful applicant has engaged or is engaging, or is reasonably believed to have engaged or have been engaging, in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be (or, reasonably be believed to be) contrary to the interest of national security; or

(b) the continued engagement of the successful applicant in, or the continued performance of, the Proposed Project and/or Letter of Agreement is, or is reasonably believed to be, contrary to the interest of national security.

8.4 Upon termination of the Letter of Agreement due to an Event of Default or events set out in paragraph 8.3 above, the successful applicant shall return to the Government the full amount of the funds disbursed to the successful applicant. To the extent required by the Government, the successful applicant shall assign to the Government all its rights, title and interest (including Intellectual Property Rights) in and to the approved project and all its underlying rights materials and all marketing materials relating to the approved project. The successful applicant shall also deliver to the Government all other records, documents and materials required under the Letter of Agreement.

IX. Others

9.1 The successful applicants shall comply with all applicable laws of Hong Kong in carrying out the approved project. It is the responsibility of the relevant applicants to obtain all approvals and licenses that are necessary for carrying out the approved project.

9.2 Under no circumstances shall the Government be liable for any injury (including death) or any loss, deficit, damage or liability incurred out of or arising from the funded project, save and except any such injury or death caused by the negligence of the Government.

9.3 The successful applicants shall indemnify the Government, its authorised users, assigns and successors-in-title against all loss, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the Government, its authorised users, assigns and successors-in-title or which may be brought or established against the Government arising out of or relating to (i) the breach of the Letter of Agreement or the laws of Hong Kong by the successful applicants; (ii) the wilful misconduct, default, unauthorised act or wilful omission of the successful applicants or their employees or agents; or (iii) any allegation or claim that the use, operation or possession of the Project Materials or the exercise of any rights granted under the Letter of Agreement infringes any Intellectual Property Rights or any other rights of any persons.

9.4 Applicants, whether successful in their applications or otherwise, or any employees, agents, servants or associates of the Applicants shall not seek or claim any compensation, reimbursement, damages, indemnity or waiver from Government in relation to the preparation or submission of the applications.

9.5 The Government and the Applicant hereby declare that nothing in the Letter of Agreement confers or purports to confer on any third party any benefit

or any right to enforce any term of the Letter of Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

9.6 The Chinese translation of this Guide is for reference only. In the event of any conflict or inconsistency between the English text and the Chinese translation of this Guide, the English text shall prevail.

- End -

Annex A

Control of Obscene and Indecent Articles Ordinance (Chapter 390 of the Laws of Hong Kong) (Excerpt)

1. Pursuant to Section 2 of the Control of Obscene and Indecent Articles Ordinance ("COIAO"),

   (a) a thing is obscene if by reason of obscenity it is not suitable to be published to any person; and

   (b) a thing is indecent if by reason of indecency it is not suitable to be published to a juvenile.

   "Obscenity" and "Indecency" include violence, depravity and repulsiveness.

2. Please note that an article which depicts/portrays sex behaviour, sex organs, nudity, may be classified by the Obscene Articles Tribunal ("OAT")* as indecent or obscene.

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* The OAT has exclusive jurisdiction to determine for the purposes of the COIAO whether an article is obscene or indecent, having regard to the following-

(a) the standards of morality, decency and propriety that are generally accepted by reasonable members of the community;
(b) the dominant overall effect of an article or matter;
(c) the persons, class of persons, or age groups of persons to whom the article is intended or likely to be published;
(d) in the case of matter publicly displayed, the location of such display and the persons, class of persons, or age groups of persons likely to view it; and
(e) whether the article or matter has an honest purpose or whether instead it seeks to disguise unacceptable material.

Annex B

Application for the Equal Opportunities (Sexual Orientation) Funding Scheme ("Funding Scheme")
Personal Information Collection Statement

Purpose of Collection

The personal data provided in an application for the Funding Scheme ("Application") will be used by the Government of the Hong Kong Special Administrative Region ("HKSAR Government") and the Assessment Committee of the Funding Scheme ("AC") for the following purposes:

(a) processing and assessing the Applications;
(b) the daily operation of the Funding Scheme;
(c) arranging public announcement and publicity;
(d) monitoring and evaluating the funded projects;
(e) taking any remedial or follow-up action on the funded events;
(f) meeting the requirements to make disclosure under the requirements of any law;
(g) conducting research;
(h) recording and preparing statistics; and
(i) any purposes relating to any of the above.

2. Your provision of all the personal data requested in the Applications is obligatory. Your Applications may not be considered if you fail to provide all information as requested.

Classes of Transferees

3. The personal data provided in the Applications may be transferred or disclosed to the HKSAR Government, AC or any of the following persons for the purposes set out in paragraph 1 above to:

(a) any person (including the agent, the contractor or the third party service provider of the Government) who is involved in the Funding Scheme;

(b) any other person under a duty of confidentiality to the HKSAR Government or the AC; and

(c) any person to whom the HKSAR Government or AC is under an obligation to make disclosure under the requirements of any law.

Access to Personal Data

4. The individuals whose personal data is provided in the Application have the right of access and correction with respect to your personal data as provided for in Sections 18 and 22 as well as Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) ("PDPO"). A fee may be charged in accordance with PDPO for providing access to or correcting any data and for providing the information.

Enquiries

5. For correction of or access to personal data after submission of the applications, please contact Executive Officer (Constitutional and Mainland Affairs) 4 of the Constitutional and Mainland Affairs Bureau:

Address:	13/F, East Wing, Central Government Offices,
	2 Tim Mei Avenue, Tamar, Hong Kong
Telephone:	2810 2049
Fax:	2523 0565
Email:	gisou@cmab.gov.hk