

CLP Education Fund

Terms and Conditions

All applicants to the CLP Education Fund (the Fund) are subject to these Terms and Conditions.

1 DEFINITION

1.1 The following words and expressions have the following meanings, unless otherwise defined or the context otherwise requires: -

“CLP”	- CLP Power Hong Kong Limited
“the Fund”	- CLP Education Fund
“the Applicant”	- The applicant organisation which applies for the Fund
“the Project”	- The project for which the Applicant requests funding from the Fund
“EE&C”	- Energy Efficiency and Conservation

2 APPLICATION

2.1 Eligibility

2.1.1 An Applicant will be considered for the CLP Education Fund only if:

2.1.1.1 It is one of the following:

- a) a school registered under the Education Ordinance (Cap 279) in Hong Kong, or a government school or other educational institution registered or established under applicable ordinances in Hong Kong; or
- b) a non-profit-making organisation, such as non-governmental organisation, green group and community organisation, registered under applicable ordinances in Hong Kong.

2.1.1.2 The Project is:

- a) non-profit making in nature; and
- b) related to EE&C education and promotion. Some activities about promoting EE&C to target beneficiaries such as students or members of the public are illustrated below as reference:

A project may include but NOT limited to the following activities: -

- i. Organising educational activities such as talks, seminars, workshops, roadshows, exhibitions and visits;
- ii. Organising competitions in promotion of EE&C, such as energy saving competitions and prototype building competitions for demonstration of EE&C solutions;
- iii. Integrating information technology with learning activities, such as web-based learning platform and mobile learning applications.

2.1.2 The project should put emphasis on organising EE&C promotional and educational activities, instead of installing or upgrading energy efficient equipment.

- 2.1.3 CLP reserves the right, in its sole discretion, to make final decisions regarding the Applicant's eligibility of the application.

2.2 Budget Formulation

- 2.2.1 The Applicant shall use its best endeavors to detail the budget of the Project in the application form.
- 2.2.2 None of the following shall be included in the budget:
- a) daily or routine operating expenditures of the Applicant (e.g., salary of existing employees, general administrative and office expenses);
 - b) payment to individual member of the public as a financial reward for their participation in any activity associated with the Project; or
 - c) recurrent operational or maintenance costs that may be incurred by the Project.
- 2.2.3 The Applicant shall specify, with details including the source, amount, and approval status, whether it has applied for, will apply for or has received funding from other sources for the Project. The total sum of the funding amount requested from the Fund and other sources shall not be more than the total budget of the Project.

2.3 Submission of Application

- 2.3.1 There are two application period in each year. The first application period is from 1 January to 30 April while the second one is from 1 June to 30 September in each year. Late application will not be accepted in that application period.
- 2.3.2 Applicant is required to submit their application by filling in the **Online Application Form** embedded in the CLP [Education Fund \(clp.com.hk\)](http://clp.com.hk) and upload the necessary supporting documents to complete the application. Application submitted in other format and/or channel will NOT be accepted.
- 2.3.3 Any receipt of the application shall not be deemed as an approval of the application. Upon receipt of application, CLP may contact the Applicant to seek clarifications deemed necessary. The Applicant may be requested to submit additional and supplementary information as required.
- 2.3.4 Applications will not be considered until all required documents and information are provided to the reasonable satisfaction of CLP.
- 2.3.5 The funding will be given directly to the Applicant.
- 2.3.6 All submitted documents, no matter whether the application is accepted or not, will not be returned to the Applicant.
- 2.3.7 All information provided during the application process shall be complete, true and correct to the best of the Applicant's knowledge. If the Applicant at any time finds any inaccuracy, incompleteness or mistake of any information provided, the Applicant shall inform CLP promptly to correct such information.

- 2.3.8 CLP will disqualify the Applicant and recover from the Applicant any funding provided under this Fund if there is any fraudulent acts or omissions by the Applicant; or the Applicant has provided incorrect or false information or documents and fails to correct the same promptly.

2.4 Required Documents

For school - Documentary evidence of the registration or establishment of the Applicant (any one of the following should suffice):

- 2.4.1 Copy of the ‘Certificate of Registration of a School’ issued by the Education Bureau under the Education Ordinance (Cap 279); or
- 2.4.2 A copy of confirmation letter issued by the Education Bureau for a government school; or
- 2.4.3 A copy of the Ordinance showing that your institute is established by law; or
- 2.4.4 A copy of the documentary evidence of the registration or establishment of the educational institution under applicable ordinances in Hong Kong - e.g., post-Secondary institutions (Cap. 320); or
- 2.4.5 A document issued by the Faculty/ Department/ Unit of your institute indicating the endorsement of your project; and
- 2.4.6 A copy of the tax exemption certificate issued by the Inland Revenue Department confirming that the Applicant is exempt from tax under Section 88 of the Inland Revenue Ordinance (Cap 112) in Hong Kong, if applicable, and
- 2.4.7 Corresponding quotation(s) that facilitate implementation of the education project on Energy Efficiency and Conservation.

For Non-Profit-Making Organisation - Documentary evidence of the non-profit-making nature of the Applicant (any one of the following):

- 2.4.8 Copy of registration document of a non-profit-making organisation, such as Certificate of Registration of a Society and Certificate of Incorporation under Companies Ordinance (Cap 622), Societies Ordinance (Cap 151) in Hong Kong; and
- 2.4.9 Copy of the tax exemption certificate issued by the Inland Revenue Department confirming that the Applicant is registered as a charitable institution or trust of a public character, which is exempt from tax under Section 88 of the Inland Revenue Ordinance (Cap 112) in Hong Kong; or
- 2.4.10 Copy of Memorandum and Articles of Association showing the non-profit-making nature of the Applicant; or
- 2.4.11 Copy of other documentary evidence showing the non-profit-making nature of the Applicant, and
- 2.4.12 Corresponding quotation(s) that facilitate implementation of the education project on Energy Efficiency and Conservation.

3 APPROVAL OF APPLICATION

3.1 Assessment Criteria

3.1.1 Priority of funding will be given to applications fulfilling the following criteria:

- a) First time application – the Applicant has not received sponsorship from the Education Fund in the previous 5 years
- b) The Project generates quantifiable benefits (e.g., awareness, number of participants, energy savings, new communication channel to reach out to audience that cannot be reached in the past)
- c) the Applicant has good track record
- d) Good history of previous applications.

3.1.2 Other considerations include:

- a) level of innovation to promote EE&C
- b) type of organisation
- c) objectives of the Project
- d) content of the proposal (e.g., scope of the Project and the relevance of the contents with the promotion of EE&C)
- e) number of direct and indirect beneficiaries
- f) the benefits that will bring to the efforts in promoting EE&C in local communities, or the extent to which it will enhance the awareness and mobilise the public to participate in EE&C;
- g) financial consideration (e.g., the rationality of the proposed budget requested)
- h) The sum of the budget requested and the funding from other sources should not be more than the total budget of the project.

3.1.3 CLP reserves the right, in its sole discretion, to consider other factors in addition to the criteria and considerations listed above.

3.1.4 CLP reserves the right, in its sole discretion, to make final decisions regarding the approval of the application and the funding amount.

3.2 Post-Approval Changes

3.2.1 The Applicant must obtain prior written approval from CLP before making any material change. Material changes may include, but not limited to, the following:

- a) revision of the objectives and/or content and/or budget;
- b) change of authorised signatory and/or person-in-charge of the Project;
- c) change of commencement date and/or completion date; or
- d) deferral of submission date of completion report.

4 PROVISION OF FUNDING

4.1 Funding Mechanism

4.1.1 Submission of an eligible application does not guarantee funding.

4.1.2 The maximum funding amount for each Project is HK\$100,000 or the total project expenditure

budget illustrated in the application form, whichever is lower.

- 4.1.3 If the Applicant or its authorised person wishes to nominate a third party to receive the funding payment (subject to CLP's approval), the Applicant or its authorised agent is required to provide authorisation letter.
- 4.1.4 After the application was approved, a confirmation letter will be issued to Applicant. To accept the sponsorship, Applicant can accept the sponsorship by signing on the confirmation letter. The Project can be commenced after the project owner sent the signed confirmation letter to educationfund@clp.com.hk and the original letter to the Office of CLP Education Fund.
- 4.1.5 The approved sponsorship offer is valid for **12 months after the expected project commencement date** stated on the Application.
- 4.1.6 Funding payment will be made only after CLP has received a payment request, together with the relevant supporting documents from Applicant, such as quotations, invoices and receipts and any other documents that CLP may request evidencing the manner, in which the funding granted for the Project is utilised.
- 4.1.7 Funding amount will be provided to the Applicant by cheque in Hong Kong dollar. The cheque will be sent to the mailing address stated on the electronic application. Applicant is required to sign the acknowledge receipt of the cheque to complete the Project.

4.2 Fund Utilisation

- 4.2.1 The Project shall accrue benefits to the local community as a whole, and not just to individuals, a single private organisation or a consortium of private companies.
- 4.2.2 The Applicant shall be obliged to adhere to a high standard of integrity and spend the funds in an open, fair and accountable manner.
- 4.2.3 All expenses, and the associated financial commitments, in relation to the Project shall be made after CLP's approval.

4.3 Suspension and Termination

- 4.3.1 CLP may suspend, terminate, or recover from the Applicant any funding approved or provided to the Applicant under the Fund if:
 - a) the Project is not, or will likely not be, completed on or before the anticipated project completion date or the applicant did not submit application for time extension and / or did not provide reasonable explanation on or before the anticipated project completion date;
 - b) the Project or the Applicant ceases to be eligible for the Fund;
 - c) the Project has not fully submitted payment request, Project Completion Report, copy of invoice(s) and receipt(s) of project expenditures within the valid period of the Project;
 - d) the implementation of the Project substantially deviates from the scope originally stated in the application form;
 - e) the Applicant has ceased operations/ no longer holds valid license to operate to continue its operations

- f) the Applicant becomes insolvent or is unable to pay its debts as and when they fall due;
 - g) the Applicant fails to comply with these Terms and Conditions including any fraudulent acts or omissions by the Applicant.
- 4.3.2 In case of suspension of funding, the Applicant shall demonstrate that appropriate measures have been taken to rectify the problem(s) identified, before CLP resumes funding.
- 4.3.3 If the Applicant uses all or part of the funding for any purposes other than those related to the Project, the portion of the funding used for that illegitimate purpose must be immediately returned by the Applicant to CLP.

5 PROJECT EVALUATION

5.1 Completion Report

- 5.1.1 The Applicant shall complete the project and submit the following Project documents in the **Online Completion Report** embedded in [Education Fund \(clp.com.hk\)](http://Education Fund (clp.com.hk)) **within 12 months after the expected project commencement date** stated on the Application. The Project completion report and payment request – the report must in format prescribed by CLP and must include the information of:
- all activities organised, attach photographs taken in the activities and the attendance record(s),
 - photographs of all the installed equipment,
 - original or copy of invoice(s) and corresponding receipt(s) in relation to the payment for each expenditure item.
 - carry out a thorough review on the effectiveness of the Project and reflect the findings according to the objective(s), key milestone(s), expected outcome, performance indicator(s) and evaluation method(s) as stated in the application.
- 5.1.2 The completion report with payment request shall be submitted in a format (i.e., **Online Completion Report** embedded in [Education Fund \(clp.com.hk\)](http://Education Fund (clp.com.hk))) prescribed by CLP within the anticipated completion date.
- 5.1.3 **The Applicant shall submit the Online Completion Report for payment request within 12 months after the expected commencement date of the Project stated on the Application.**
- 5.1.4 If an extension of the report submission deadline is required, prior written approval must be obtained from CLP.
- 5.1.5 All the reports must be signed by the authorised signatory of the Application.
- 5.1.6 CLP will assess the success or effectiveness of the Project by comparing the project results against its original objectives and targets as set out in the application form.
- 5.1.7 Unsatisfactory performance may affect the Applicant's future chances of getting support from the Fund.
- 5.1.8 CLP reserves the right to conduct site inspection on the installed equipment, if required.

6 ETHICAL PRACTICES

- 6.1 The Applicant shall ensure their members, staff, contractors, employees and agents are prohibited from offering any advantages to staff of CLP and soliciting or accepting any advantages in connection with the application for the Fund.
- 6.2 The Applicant shall require their members, staff, contractors, employees and agents to declare any conflict of interest in connection with Project. All declarations of interest relating to the Project should be properly documented and submitted for inspection by CLP.

7 USE OF PROJECT RESULTS

- 7.1 The Applicant is required to grant CLP, unconditionally and irrevocably, whether for internal or external readership, the right to publish results, findings and any other information provided in the application, completion report and other publications or publicity material.

8 USE OF THE NAME “CLP EDUCATION FUND” AND THE CLP LOGO

- 8.1 The Applicant shall acknowledge CLP’s support by including the name “CLP Education Fund” along with the CLP logo in the exact format designated by CLP in all publicity materials related to the Project. Publicity materials include, but not limited to, marketing leaflets / posters / banners; reports and publications of project outcome; and advertisements on paper and in electronic media.
- 8.2 Use of the name “CLP Education Fund” and the CLP logo for any other purposes is subject to prior approval from CLP.
- 8.3 Under no circumstances shall the name CLP Education Fund and the CLP logo be used for commercial publicity or other purposes which may damage the image of CLP and/or cause it to incur any liability.

9 INDEMNITY

- 9.1 The Applicant shall indemnify CLP from and against any claims, losses, damages, costs or expenses incurred or suffered in connection with any incorrect or false information or document provided.

10 DISCLAIMER

10.1 CLP shall under no circumstances be responsible or liable for any incidental or consequential damages whatsoever, including without limitation damages for personal injury, death, loss of profits, loss of confidential or other information, business interruption, failure to meet any duty, arising out of or in any way related to the application of the Fund.

11 ABOUT THESE TERMS AND CONDITIONS

11.1 CLP may amend the **Terms and Conditions** at any time without prior notice.

11.2 If any of the Terms and Conditions becomes or is declared illegal, invalid, or unenforceable for any reason, such Term and/or Condition shall be deemed to be deleted. The illegality, invalidity or unenforceability of any Terms and/or Conditions shall not affect the legality, validity and enforceability of any other terms and conditions that are not held to be illegal, invalid or unenforceable.

11.3 In case of any discrepancy between the English version and the Chinese version of the Terms and Conditions, the English version shall prevail.

11.4 These Terms and Conditions shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region, and the Applicant agrees to irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.