



Message to Donors/ Sponsors

The Hong Kong Arts Development Council (HKADC) seeks and encourages commercial corporations, private foundations, trusts and donors to jointly support the artists of Hong Kong and to promote the cultural development of our community. HKADC is exempted from Government tax under Section 88 of the Inland Revenue Ordinance. Donors/sponsors can claim tax deduction for their sponsorships/donations for charitable purpose.

The HKADC introduces the Matching Fund Scheme (MFS) under the management of its Hong Kong Arts Development Fund in mid 2016 with an aim to help the small and medium-sized arts organisations achieve sustainable development and create a supportive environment for the arts and culture in the community. By allowing a low entry requirement, we facilitate the small and medium-sized arts organisations to take part in the Culture, Sports and Tourism Bureau's Art Development Matching Grants Scheme where matching grant is provided in a ratio of 1:1.5 at most for commercial sponsorship and/or private donation raised.

To enable the arts organisation that you and/or your organisation support enjoy the abovementioned Government's matching fund, each and every donor/sponsor, upon approval of the MFS application, has to (1) sign the undertaking (please see the form on <http://www.hkadc.org.hk>) indicating the designated use of sponsorships/donations, and (2) deposit the approved amount by way of a crossed cheque into the HKADC. In approximately 20 working days, HKADC will issue up to 80% of the matching grant (being 1.5 times of your donations/sponsorships), together with **your sponsorships/donations** to the arts organisation concerned for carrying out the approved arts project. The remaining 20% grants matched by HKADC will be released to the arts organisation subject to completion of the project and compliance with the relevant terms and conditions. We look forward to your support for the arts development in Hong Kong!

致：捐款人 / 贊助商

香港藝術發展局(藝發局)誠邀各商業機構、基金會、信託基金及私人捐贈者等攜手支持本港藝術工作者，推動社會文化發展。藝發局獲《稅務條例》第 88 條豁免繳稅，捐款人 / 贊助商可就其捐贈予藝發局作慈善用途的款項申請扣稅。

藝發局於 2016 年中推出由香港藝術發展基金(信託基金)管理的配對資助計劃，期望協助中小藝團持續發展、營造支持文化藝術的氛圍。藝發局冀透過較低的申請門檻，讓中小藝團亦能受惠於文化體育及旅遊局推行的「藝術發展配對資助計劃」。藝發局將以最多「一比一倍半」的形式與藝團所籌得的商業贊助及 / 或私人捐款配對，提供撥款資助。

為了讓閣下支持的藝團受惠於所述的政府配對資助，每位參與藝發局配對資助計劃的捐款人/贊助商均須於項目獲批後(1)簽妥承諾書(樣式見網頁 <http://www.hkadc.org.hk>)以落實閣下贊助/捐款用於指定用途，及(2)將承諾的捐款 / 贊助以劃線支票形式存入藝發局帳戶。信託基金隨即於 20 個工作天左右發放閣下承諾的贊助 / 捐款，連同最多倍半後八成的配對資助予有關藝團，以開展核准的藝術項目。待藝團完成項目及遵守相關規定後，信託基金將發放本局餘下的 20% 配對資助予藝團。本局期盼與閣下攜手支持香港藝術發展!



DEED OF UNDERTAKING

THIS DEED is made the _____ day of _____ by us, **[name of Donor]** in favour of the Hong Kong Arts Development Council ("**Council**"), a statutory body established under the Hong Kong Arts Development Council Ordinance (Cap. 472).

WHEREAS:

- (A) The Hong Kong Government introduced the Art Development Matching Grants Scheme ("**ADMGS**") to promote the culture of donation in the arts community in Hong Kong.
- (B) The Council is an eligible applicant of the ADMGS and has accordingly devised the Matching Fund Scheme ("**MFS**").
- (C) We agree to donate / sponsor certain cash in the amount of HK\$**[amount]** ("**Donations**") to **[name of Grantee]** ("**Grantee**") for **[the Project]** ("**Project**") under the MFS.
- (D) The release of the Donations and the grant of the matching grant by the Council to the Grantee under the MFS is subject to the execution of this Deed in accordance with the terms and conditions of the funding agreement entered into between the Council and the Grantee dated **[*]** ("**Agreement**").

NOW THIS DEED WITNESSES THAT:

1. We hereby agree, confirm and undertake to the Council that:
 - (a) We are fully aware of and hereby expressly and irrevocably authorise, the application and use of the Donations for the Project, pursuant to the MFS and the ADMGS. We agree to, upon receiving specific approval from the Council for such deposit, irrevocably deposit the Donations to a designated account of the Council at the instruction of the Grantee. No part of the Donations may be withdrawn by us under any circumstances. We agree and acknowledge that any such Donations are irrevocable and unconditional once made, and no grant of such Donations may be recouped or recovered by us or required to be refunded to us under whatever circumstances.
 - (b) The Donations are and will be made bona fide by us with no intent to defraud the Council or the Government for any purpose whatsoever. The making of the Donations is not conditional upon the direct or indirect provision of any rewards or advantage, whether monetary or otherwise, to us, our affiliates or associated persons, or any third parties.
 - (c) There is no pecuniary interest between us and the designated purpose of the Donations. There are no direct or indirect financial benefits obtained by us arising from the designated use of the Donations, such as for the Grantee's purchase of our goods and services for the Project.
 - (d) We are not involved or engaged in any criminal or money laundering activities and every part of the Donations is clear and is not derived, whether directly or indirectly, from any act or omission that may constitute an offence, or a result of or in connection with any criminal conduct or any illegal activities, under all applicable laws and regulations.
 - (e) No part of the Donations are from public funding sources (whether directly or indirectly) or income generated from the Project (whether directly or indirectly).
 - (f) Save as disclosed in the annexure attached hereto, we are not related to or associated with the Grantee whether in terms of control (defined to mean the power or authority,



whether exercised or not, to direct the business, management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the member or shareholders of such person or power to control the composition of a majority of the board of directors of such person) or management or otherwise.

- (g) We are not in the tobacco, tobacco-related, alcohol, or alcohol-related industry.
- (h) We shall provide assistance to the Council or the Government (including, without limitation, the Hong Kong Independent Commission Against Corruption and the Audit Commission) as the Council or the Government may reasonably require for the purpose of auditing and verifying the source of funding of the Donations, including, without limitation, the provision of supporting financial documents and other documentary proof.
2. We acknowledge and agree that under no circumstances shall the payment of the Donations into the designated account as mentioned in paragraph 1(a) above be construed or deemed to have created or to give rise to any trust relationship or partnership between us and the Council.
3. We agree and confirm that upon payment by the Council of the Donations or any part thereof to the Grantee in accordance with the Agreement, the Council shall be discharged from all its obligations in relation to the Donations or such part thereof, and shall not be held liable in relation thereto for any reason. We shall indemnify the Council and keep the Council harmless from any cost, expenses, claims and liabilities in respect of all dealings with the Donations and all possible disputes relating to the Donations involving us, the Grantee and/or any other parties, but the extent of our liability shall only be limited to the value of the Donations.
4. We consent / do not consent* to the disclosure of our name and details of the Donations by the Council and/or the Government to the public.
5. We further represent, warrant and undertake that we have full power, right and authority to exercise our rights and perform our obligation under this Deed and have taken all necessary action to authorise the signatory to validly and duly execute and deliver this Deed on our behalf.
6. This Deed shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF this Deed has been executed by us and is intended to be and is hereby delivered on the date appearing at the head hereof.

For corporate donors:

SIGNED, SEALED and DELIVERED

as a Deed by

[name of signatory]

for and on behalf of

[name of Donor]

)
)
)
)
)

Name:

Title:

(signature & company chop)

in the presence of:

Name of witness:

Title of witness:

Address of witness:



承諾契據

本契據由吾等[捐款人名稱]於 年 月 日向香港藝術發展局(「藝發局」)作出；藝發局為根據《香港藝術發展局條例》(第 472 章)成立的法定機構。

鑒於：

- (A) 香港政府已推行藝術發展配對資助計劃(ADMGS)，以提倡捐助香港藝術界的風氣。
- (B) 藝發局為 ADMGS 的合資格申請人，並因此制訂其配對資助計劃(「配對資助計劃」)。
- (C) 吾等同意根據配對資助計劃就[項目](「項目」)向[獲資助者名稱](「獲資助者」)捐款 / 贊助現金[數目]港元。
- (D) 藝發局發放捐款及按配對資助計劃向獲資助者授予配對資助，須待根據藝發局及獲資助者所於 年 月 日 訂立的資助協議(「該協議」)的條款及條件簽立本契據後方可落實。

本契據現證明如下：

1. 吾等謹此向藝發局表示同意、確認及承諾：
 - (a) 根據配對資助計劃及 ADMGS，吾等完全知悉及謹此明確及不可撤銷授權運用及使用捐款以推行項目。吾等同意於收到藝發局核准存入捐款的特定指示後，按獲資助者提示、不可撤回地將捐款存入藝發局的指定帳戶。在任何情況下吾等不得提取任何捐款。吾等同意及確認捐款一經存入，有關捐款即屬不可撤回及無條件，在任何情況下有關捐款不得由吾等重收或收回或要求退還予吾等。
 - (b) 捐款乃由吾等及將由吾等真誠作出，吾等並無意圖就任何目的欺詐藝發局或政府。作出捐款概不以直接或間接向吾等、吾等的聯屬人或相關人士或任何第三方提供任何報酬或利益為條件。
 - (c) 吾等與捐款的指定目的並無存有金錢利益。吾等並沒有在捐款的指定用途中取得直接或間接經濟利益，例如要求獲資助者為項目購買吾等的商品及服務。
 - (d) 吾等並無參與或從事任何犯罪或洗黑錢活動，捐款的所有部分均屬清白，及並非來自任何可能構成罪行的行為或不作為(不論直接或間接)，或並非由於所有適用法律及法規項下的任何犯罪行為或任何非法活動所導致或與之有關。
 - (e) 捐款中並無任何部分來自公共資助(不論直接或間接)或項目產生的收入(不論直接間接)。



- (f) 除在本契約的附表中所申報的以外，吾等概無在控制（意指，就指定人士而言，指直接或間接以合約或其他方式（不論是否透過擁有具投票權的證券）能夠支配該人士的業務、管理及政策的權力或授權（不論行使與否），在以下情況下，則絕對地推定該項權力或授權已存在：有權支配有權於該人士股東大會上投票的票數超過百分之五十(50%)，或擁有上述權力的實益擁有權，或有權控制該人士董事會大多數成員的構成）、管理或其他方面與獲資助者有關或存有聯繫。
- (g) 吾等並非從事煙草、與煙草相關、酒精飲品或與酒精飲品相關的行業。
- (h) 在藝發局或政府可能合理要求的情況下，吾等將就審計及核證捐款資金來源向藝發局或政府（包括但不限於香港廉政公署及審計署）提供協助，包括但不限於提供輔助財務文件及其他文件證明。
2. 吾等確認及同意，在任何情況下，如上文第 1(a)段所述將捐款存入指定帳戶不得被理解或視為吾等與藝發局建立或產生任何信託關係或合夥關係。
3. 吾等同意及確認，藝發局根據該協議向獲資助者支付捐款或其任何部分後，藝發局就捐款或其任何部分而言的責任已獲履行，並不會就任何原因對此負責。吾等須就所有涉及吾等、獲資助者及 / 或任何其他方等與捐款有關的交易往來和與捐款有關的可能爭議中產生的任何費用、開支、申索和法律責任向藝發局作出彌償（彌償額上限為捐款的金額），使其不受損失。
4. 吾等同意 / 不同意* 藝發局及 / 或政府向公眾披露吾等的名稱及捐款詳情。
5. 吾等同意、確認及承諾吾等擁有充分的權力、權利和授權行使吾等在本契據下的權利和義務，並已採取一切必要行動授權簽字人代表吾等有效和適當地簽署和交付本契據。
6. 本契據受香港法律管轄並據之解釋。

本契據由吾等簽立，擬於及謹此於首頁載明的日期交付，特此為證。

公司捐款人：

由 [簽字人姓名] 代表)

[捐款人公司名稱])

作為契據簽署、蓋章及交付)

姓名：

職務：

(簽署及公司法團印章)

由本人見證：

見證人姓名：

見證人職銜：

見證人地址：