

Guidance Note on the Application under Second Round of the Future International Talent (FIT) Programme

Preamble

As part of the Job Creation Scheme funded by the Anti-epidemic Fund (AEF) of the Government of the Hong Kong Special Administrative Region (HKSAR), the Commerce and Economic Development Bureau (CEDB) is introducing the Future International Talent (FIT) programme in collaboration with international chambers of commerce (CoC)¹ in Hong Kong. FIT subsidises members of the participating CoCs in creating entry-level job opportunities for fresh and recent graduates not currently covered by similar schemes² under AEF. The objectives are to encourage international business in Hong Kong to provide working and training opportunities for young people, and to offer global perspective and wider exposure to young people and attract in particular those graduates who aspire to pursue a career in the

¹ The participating CoCs are:

First round (confirming participation in January 2021):

- the British Chamber of Commerce in Hong Kong;
- the Canadian Chamber of Commerce in Hong Kong;
- the French Chamber of Commerce and Industry in Hong Kong;
- the German Chamber of Commerce, Hong Kong;
- the Hong Kong Japanese chamber of Commerce & Industry; and
- the Swedish Chamber of Commerce in Hong Kong.

Second round (confirming participation in March 2021):

- the American Chamber of Commerce in Hong Kong;
- the Australian Chamber of Commerce in Hong Kong;
- the Dutch Chamber of Commerce in Hong Kong;
- the Italian Chamber of Commerce in Hong Kong and Macao; and
- the Swiss Chamber of Commerce in Hong Kong.

² Similar job creation schemes as at end-December 2020 include:

- (a) “Support for Engineering, Architectural, Surveying, Town Planning and Landscape Sectors” by Development Bureau;
- (b) “Green Employment Scheme: Graduates Subsidy Programme” by Environment Bureau;
- (c) “FinTech Anti-epidemic Scheme for Talent Development” and “Financial Industry Recruitment Scheme for Tomorrow” by Financial Services and the Treasury Bureau;
- (d) “Job Creation Scheme for the Logistics Industry: University Graduate Subsidy Programme” by the Transport and Housing Bureau;
- (e) “PROcruit C” by the Hong Kong Jockey Club Charities Trust and overseen by the Civil Services Bureau; and
- (f) “New Graduates-New Opportunities Scheme” by the Hong Kong Chinese Enterprises Association and overseen by the Labour Department.

The above list is subject to updates.

creative industries. The subsidy will last for a maximum of 12 months per job position, after which the employer is encouraged but not obliged to continue hiring the employee recruited under FIT. Priority will be accorded to creative industries³ and creative roles⁴ in other industries.

2. CoCs are the partners of HKSAR Government in administering FIT. They will liaise and coordinate with the potential employers (i.e. Applicant Companies) of FIT including but not limited to promotion and publicity, recruitment of Applicant Companies, collection and initial processing of applications, and monitoring during the FIT periods.

Eligibility of Applicant Company

3. An Applicant Company must:

- (a) be a member of a participating CoC;
- (b) be a company registered in Hong Kong (including business and non-governmental organisation);
- (c) be a holder of a valid Business Registration Certificate issued under the Business Registration Ordinance (Cap. 310) of HKSAR with the name of company shown on the certificate the same as the name of the Applicant Company in the application form, and is valid as of the date of application;
- (d) have an established physical office in Hong Kong; and
- (e) have commenced its current business before 1 January 2020 and is still in operation at the time of application.

Eligibility of FIT Candidate

4. An FIT candidate must:

- (a) be a HKSAR resident over 18 years old holding a valid Hong Kong Identity Card;

³ Advertising, architecture, design, digital entertainment, film, music, printing and publishing, and television.

⁴ For example, product design, marketing/branding, customer experience design etc.

- (b) be a fresh graduate in 2020 or 2021 with no post-graduate full-time work experience, or a recent graduate with no more than five years of work experience;
- (c) be a holder of accredited certificates, diplomas, degrees obtained in programmes of post-secondary or tertiary institutes, or have relevant work experience; and
- (d) have not been employed by the Applicant Company within six months before the date of application.

Details of Job Position

5. The job position must:
- (a) be a new and full-time job position, generally for not less than 12 months and in any case no less than 6 months;
 - (b) offer training opportunities to equip the candidate for full-time employment in the relevant sectors; and
 - (c) not be replacing existing jobs.

The job position needs not be a permanent headcount, nor be accorded specific titles such as “intern”.

6. Detailed job descriptions/requirements shall be set by the Applicant Company.

Recruitment of Employees under FIT

7. Recruitment shall be conducted by the Participating Company (i.e. the successful Applicant Company). The recruitment exercise shall be completed by 30 June 2021.

Subsidy Amount and Ambit

8. The Government subsidy under FIT must be used to cover the basic salary of the employee engaged under FIT and shall not, in whole or in part, be retained by

the Participating Company. Items other than basic salary, including but not limited to allowances, overheads or fringe benefits, will not be covered by the subsidy.

9. Each Participating Company shall be provided with salary subsidy for up to two new hires (up to 12 months each) at the following rate:

- (a) \$5,610 per month for fresh graduates (class of 2020 or 2021) with no post-graduate full-time work experience; or
- (b) \$10,000 per month for experienced hires with no more than five years' work experience.

10. The amount of subsidy received under FIT is subject to profits tax according to the Inland Revenue Ordinance (Cap. 112).

Submission of Application

11. Each Applicant Company can submit only one application under FIT via one of the participating CoC of which the Applicant Company is a member with. Multiple applications will not be processed.

12. An Applicant Company must complete and submit the application form together with all the necessary supporting documents (as specified in the application form) to the relevant CoC on or before 31 March 2021 (Wednesday). Late applications will not be considered unless with prior consent from CEDB via the relevant CoC.

13. Applications will only be processed upon receipt of full information including necessary supporting documents. CEDB and/or the relevant CoC may contact the Applicant Company and request additional information and/or supporting documents in processing the application.

14. The Applicant Company will be notified of the result of application and, in the case of approved application, the subsidy disbursement, quarterly/final report submission and other arrangements, by email from the CoC via which the application was submitted, by mid-April 2021.

15. By 30 June 2021, if the Participating Company is unable to hire an eligible candidate for the concerned job positions, the approval will lapse unless with prior approval from CEDB.

16. Each Applicant Company shall ensure it has not and will not apply for similar job creation schemes funded by AEF for the same job position(s) in its application under FIT.

Disbursement of Subsidy

17. The subsidy will generally be disbursed by HKSAR Government to the Participating Company quarterly in advance, within the first month of the concerned quarter as far as practicable.

18. The first disbursement will be made after the Participating Company has submitted proof of the eligibility of the recruited employees under FIT pursuant to (4) above and proof of employment (i.e. a copy of the employment contract) via the concerned CoC. CEDB reserves the right to seek or collect additional information and/or supporting documents where necessary.

19. Subsequent disbursements are premised upon submission of proof of continued employment (e.g. monthly salary slips, Mandatory Provident Fund records, etc.) and quarterly progress reports (using a proforma to be provided by CEDB) via the concerned CoC. CEDB reserves the right to seek or collect additional information and/or supporting documents where necessary.

20. Despite the foregoing, HKSAR Government reserves full discretion in withholding any amount of the subsidy should it have question on, including but not limited to, the use of the subsidy, the employed persons who are benefitting from it or the figures or information quoted in the progress reports.

21. HKSAR Government reserves full discretion in requiring the Participating Company to return all or any part of the subsidy if HKSAR Government has reasons to believe that the Participating Company has breached any provisions of this Guidance Note, including but not limited to the use of the subsidy for purposes other than that specified in (8) above.

Obligations of the Participating Company

22. A Participating Company shall submit quarterly progress reports on the concerned job position(s) and a final report upon completion of the subsidy period to CEDB via the relevant CoC. The relevant CoC will notify the Participating Company of the detailed arrangements for submission as per (14) above. The

relevant CoC and/or CEDB may seek clarifications and supplementary supporting documents regarding information provided in these reports.

23. A Participating Company shall allow the relevant CoC and CEDB to contact its employee(s) engaged under FIT through video/phone calls to keep track of the employment and obtain feedbacks, as well as conduct on-site visits and/or interviews with the Participating Company and/or direct supervisors of the employee(s) concerned.

24. Any feedback or questions a Participating Company may have on FIT should generally be conveyed to the relevant CoC for initial follow-up. The relevant CoC will bring the case to the attention of CEDB as appropriate.

25. CoCs may conduct events from time to time conducive to the personal and/or professional development of the employee(s) engaged under FIT. The Participating Company should liaise with the concerned CoC on a regular basis and provide reasonable facilitation for the employee(s) concerned to attend such events.

26. After the end of the subsidy period, the Participating Company is encouraged to continue hiring the employee(s) engaged under FIT.

Premature Termination of Employment/Subsidy under FIT

27. Should an employee recruited under FIT resign or be dismissed before the end of the subsidised employment period, the Participating Company shall notify CEDB via the concerned CoC within 14 calendar days of the resignation or dismissal.

28. Should the resignation or dismissal occur during the first three months of the subsidised employment period under FIT, the Participating Company may re-apply, within three months, for the remaining amount of the subsidy to hire a replacement. Supplementary documents should be submitted within 30 calendar days after the commencement of the new employment engagement under FIT. HKSAR Government reserves full discretion in deciding whether or not to approve the use of the remaining subsidy for such replacement, and the subsidy is to last for a maximum of 12 months in total for the same job position under FIT.

29. Should a Participating Company go out of business during the subsidised period under FIT, it must return the unused amount of subsidy disbursed in advance to HKSAR Government.

General Terms and Conditions

30. Applications and processing of the applications are also subject to the general terms and conditions set out in **Annex A** and the privacy policy in **Annex B** of this Guidance Note.

Other Points to Note

31. It is an offence under the Prevention of Bribery Ordinance (Cap. 201) to offer advantages to government officers in relation to their official duties.

32. HKSAR Government reserves the right to take appropriate action, including but not limited to refusing or not approving an application for subsidy or revoking any approval given and recovering any subsidy granted and all related expense incurred arising from false information given and false declaration made.

Enquiries

33. Enquiries relating to this Guidance Note can be made :
via e-mail to
stephanielee@createhk.gov.hk or
ivyfan@createhk.gov.hk

by phone to
Ms Stephanie Lee at 2594 5912 or
Miss Ivy Fan at 2594 5634

Commerce and Economic Development Bureau
Government of the Hong Kong Special Administrative Region
March 2021

General Terms and Conditions for FIT

1. Terms and Conditions

- 1.1 All Applicant Companies and their proprietors, partners, shareholders, directors and Authorised Representatives are bound by the terms and conditions of FIT (including Privacy Policy, and Copyrights and Disclaimer) (collectively referred as the “Terms and Conditions”).
- 1.2 The Create Hong Kong (CreateHK) under the Commerce and Economic Development Bureau and/or its appointed agencies reserves the right to revise any part of the Terms and Conditions at any time. Applicant Companies agree that CreateHK and/or its appointed agencies will not be liable to them or any third party as a result of such revision. The amended Terms and Conditions will have immediate effect unless otherwise specified.
- 1.3 Without prejudice to the other Terms and Conditions, CreateHK and/or its appointed agencies have absolute discretion to decide and interpret all relevant matters relating to FIT.

2. Liability

- 2.1 The Applicant Company is liable for all risks (including but not limited to risks to any third party) associated with the content of its application (including the application form and supporting documents) and all of its acts or omissions. The Applicant Company must provide and submit true, complete and accurate information and must submit one application form only. Any provision of false or misleading information, misrepresentation or omission of any information, provision of incomplete or incorrect or inaccurate information, submission of more than one application form, or breach of the Terms and Conditions for any other reasons may render the relevant applications invalid, not being accepted and/or disqualified. Making any false statement, misrepresentation and concealment of facts, or furnishing false documents in an attempt to deceive CreateHK and/or its appointed agencies constitutes a criminal offence and may be subject to prosecution.

- 2.2 CreateHK and/or its appointed agencies reserves the absolute discretion (without separately providing notice or explanation) under the above circumstances to reject the relevant applications, or withdraw or refuse to grant any subsidy (without the need to provide any explanation), or request the Participating Companies (i.e. successful Applicant Companies) to refund the subsidy paid (in full or in part) in case of breach of the Terms and Conditions by the Participating Companies subsequently known to CreateHK and/or its appointed agencies.
- 2.3 CreateHK and/or its appointed agencies will no longer have any obligations towards the Applicant Companies after the completion of the application exercise nor the Participating Companies after its payment of subsidy to the Participating Companies.

3. Representations and Warranties

- 3.1 By submitting the application form for FIT, the Applicant Company agrees to accept and shall abide by all of the Terms and Conditions.
- 3.2 The Applicant Company hereby represents and warrants that:
 - (a) the Applicant Company has read and understands the application details, Terms and Conditions (including the Privacy Policy, and Copyrights and Disclaimer) and the content of the application form;
 - (b) all information provided in the application form and the documents provided in relation to the application under FIT (including supplementary information and document(s) (if any)) are true, complete and accurate;
 - (c) the Applicant Company fully fulfils all requirements and criteria of application under FIT;
 - (d) the Applicant Company complies with all applicable laws; and
 - (e) the Authorised Representative has been fully authorised by the Applicant Company to submit the application and conduct relevant matters on its behalf.

4. Authorisation

4.1 The Applicant Company hereby authorises:

- (a) CreateHK and/or its appointed agencies to contact government departments or other relevant institutions or persons for verification or clarification of the information contained in the application form and the documents provided (including supplementary information and document(s) (if any)) for the purposes of approval, assessment and review of applications as well as monitoring and statistical use. The Applicant Company also agrees to provide any additional information or documents on CreateHK and/or its appointed agencies' reasonable request; and
- (b) CreateHK and/or its appointed agencies to collect the Applicant Company's and Authorised Representative's information, including the personal data as defined under the Personal Data (Privacy) Ordinance (Cap. 486). The use of the data is related to the purposes as stated in the Terms & Conditions (including the Privacy Policy) of FIT.

5. Governing law and jurisdiction

- 5.1 FIT shall be governed by and construed according to the laws of The Hong Kong Special Administrative Region in all aspects. The parties irrevocable and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong.

6. Partial invalidity

- 6.1 If any provision of the Terms and Conditions is found to be invalid or unenforceable by courts of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions which will continue in full force and effect.

7. Third party rights

- 7.1 The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) and/or any comparable law in any jurisdiction giving to or

conferring on third parties the right to enforce any term of these Terms & Conditions is expressly excluded and no terms of these Terms & Conditions are, or intended to be, enforceable by any person not being a party to it.

Disclaimer

8. CreateHK and/or its appointed agencies shall not be responsible or liable for any and all disputes, claims, liabilities, damages, losses, injuries, costs (including but not limited to legal costs) or expenses whether directly or indirectly of any kind to any person (whether to the Applicant Company, Authorised Representative, or third parties) or property arising from or in connection with CreateHK, including:
 - (a) the actions take, or omitted to be taken, as a result of the result notification, and receipt of subsidy; and
 - (b) the Applicant Company's breach of the Terms and Conditions.
9. The Applicant Company shall unconditionally and irrevocably indemnify, keep indemnified, hold harmless and defend CreateHK and/or its appointed agencies and its directors, employees, officers, agents and related persons and entities from and against all the aforesaid disputes, claims, liabilities, damages, losses, injuries, costs and expenses. The Applicant Company is liable for all risks in association with its application.

Privacy Policy for FIT

This Privacy Policy relates to personal data supplied in your application under FIT. The provision of your personal data (including but not limited to an individual's full name, telephone number and email address) is voluntary, though true, complete and accurate personal information must be produced so as to enable us to process the application to FIT, failure to do so may render the application invalid, not being accepted and/or disqualified.

Purposes of Collection of Personal Data

The Create Hong Kong (CreateHK) under the Commerce and Economic Development Bureau of the Hong Kong Special Administrative Region (HKSAR) Government respects the privacy of your personal data in the implementation and operation of FIT. CreateHK and/or its appointed agencies will ensure personal data submitted via application forms are handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance. Unless with your consent, any personal data provided by you will only be disclosed to and used and retained by organisations or persons authorised by or associated with CreateHK and/or organisations or persons in the operation of FIT for all or any one or more of the following purposes:-

- (a) handling, verifying and screening your application, payment and refund of subsidy in relation to FIT;
- (b) assisting the verification of personal data provided for processing the applications and subsidies of FIT;
- (c) matching your personal data with the database of relevant Government bureaux/departments/organisations for the purposes of approval, assessment, review and monitoring;
- (d) notifying and processing of subsidies;
- (e) all other purposes relating to conduct required to assist CreateHK and/or its appointed agencies to execute FIT; and

- (f) statistical analysis relating to the operation and periodic review of CreateHK, and the statistics obtained will not be released or made available to a third party in a form that identifies the data subjects or any of them.

Confidentiality and Information Security

In order to protect your privacy, CreateHK and/or its appointed agencies will in accordance with the Personal Data (Privacy) Ordinance and according to the nature of the personal data collected adopt all reasonably practicable measures to ensure that all personal data are correct and kept securely and confidentially, and will follow the relevant legislation in making corrections and giving access to data. However, CreateHK and/or its appointed agencies may disclose such information for the purposes and under the circumstances set out in the sections “Purposes of collection of personal information” above and “Possible disclosure to other parties” below.

Retention of Personal Data

Your personal data will be kept by CreateHK and/or its appointed agencies for a reasonable period of time as may be required for the above specific purposes for which they were collected and in accordance with the relevant statutory provisions. After that time, your data will be erased.

Possible Disclosure to Other Parties

Information provided may be disclosed:

- (a) to CreateHK and/or its appointed agencies and their designated organisations or persons for vetting purposes;
- (b) to organisations and/or persons for the purpose of matching with the databases of relevant Government bureaux/departments/organisations for the purposes of approval, assessment, review and monitoring;
- (c) to relevant parties (including government departments of HKSAR, Hong Kong courts and/or third parties in Hong Kong/ other places) in compliance with applicable laws and regulations and/or as authorised or required by law and/or pursuant to court orders;

- (d) to organisations and/or persons authorised by or associated with CreateHK and/or its appointed agencies in the operation of FIT for the purpose set out in the section “Purposes of collection of personal data” above; or
- (e) pursuant to or as permitted under the Personal Data (Privacy) Ordinance.

Access to Personal Data and Enquiries

In accordance with the Personal Data (Privacy) Ordinance, Applicant Companies have the right to:

- (a) check whether CreateHK and/or its appointed agencies holds personal data of which the individual is the data subject;
- (b) request a copy of such personal data held by paying an administration fee;
- (c) correct personal data that is inaccurate; and
- (d) ascertain the policies and practices in relation to personal data.

Requests for access to and/or corrections of personal data should be made in writing to the CreateHK by email (fit-request@createhk.gov.hk).

Amendment to this Privacy Policy

CreateHK and/or its appointed agencies reserves the right to amend its prevailing Privacy Policy at any time.

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