

**Anti-epidemic Fund
Subsidies for Employers in the
Construction Sector with Employment of Casual Employees
Undertaking Form**

Please complete and submit the Application Form, this Undertaking Form, the Authorisation and Declaration Form and a copy of the supporting documents by email (essc_application@devb.gov.hk) for applying the subsidies for employers in the construction sector with employment of casual employees under the Anti-epidemic Fund ("the Subsidy Scheme"). If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail. The Chinese version of this Undertaking Form is for reference. The applicant should complete and submit the English version of this Undertaking Form only.

THIS UNDERTAKING is made on [X July 2020 (日期)] by
[ABC Company Limited (公司名稱)]
whose registered office is at [X/F, XXX Gloucester Road, Wanchai, HK (公司地址)]

("the Company") to the Government of the Hong Kong Special Administrative Region ("the Government").

2. In consideration of the Government providing a one-off subsidy in the amount of Hong Kong Dollars Thirty-six Thousand (HK\$36,000) for each qualified employee (March 2020) (as defined in sub-clause (a)(iii) below) to the Company under the Anti-epidemic Fund ("the Subsidy"), the Company hereby declares, agrees to and undertakes as follows:

(a) For the purpose of this Undertaking:

- (i) "casual employee(s)" mean employees who are at least 18 years of age but under 65 years of age and are employed in the construction industry on a day-to-day basis or for a fixed period of less than 60 days;
- (ii) "MPF" refers to the Mandatory Provident Fund;
- (iii) "qualified employee(s) (March 2020)" refer to the casual employees employed by the Company for whom the Company has made employer's contributions under the MPF Industry Scheme(s) for construction industry for at least 15 days in the calendar month of March 2020, based on the position of the Company's MPF contributions as at 7 May 2020 as shown in the records issued by the MPF Trustee(s);
- (iv) "qualified employee(s)" refer to the casual employees employed by the Company for whom the Company has made employer's contributions under the MPF Industry Scheme(s) for construction industry for at least 15 days in any particular calendar month during the Subsidy Period, based on the position of the Company's MPF contributions as at the 10th day of the following month as shown in the records issued by the MPF Trustee(s);

- (v) "Subsidy Period" refers to the period of six calendar months from 1 August 2020 to 31 January 2021 (both days inclusive); and
- (vi) "subsidy received by the Company for any particular calendar month in the Subsidy Period" refers to the total amount of subsidy provided to the Company for any particular calendar month in the Subsidy Period which is calculated by multiplying the total number of qualified employees (March 2020) by a notional subsidy of HK\$6,000 for each calendar month in the Subsidy Period for each qualified employee (March 2020).

(b) No termination, redundancy or any other form of dismissal action resulting in a decrease in the total number of qualified employees in any particular calendar month in the Subsidy Period compared to the total number of qualified employees (March 2020) shall be implemented by the Company throughout the Subsidy Period. The Company shall ensure that the total number of qualified employees in any particular calendar month in the Subsidy Period must not be less than the total number of qualified employees (March 2020).

(c) The subsidy received by the Company for any particular calendar month in the Subsidy Period shall be solely and fully spent on payment of wages and salary to the qualified employees for that particular month.

(d) If the Company fails to use all the subsidy received by the Company for any particular calendar month in the Subsidy Period for payment of wages and salary to its qualified employee(s) for that particular month, the Government shall claw back the unused balance of such subsidy.

(e) If the total number of qualified employees in any particular calendar month in the Subsidy Period is less than the total number of qualified employees (March 2020), the Company shall pay a charge to the Government.

- (i) The amount of the charge in this sub-clause (e) shall be calculated in accordance with the formula as below:

$\begin{aligned} &\text{Amount of the subsidy received by the Company for any particular calendar month in the Subsidy} \\ &\text{Period (\$) (i.e. Total number of qualified employees (March 2020) \times HK\$6,000)} \\ &\quad \times \\ &\quad \text{Headcount reduction percentage (\%)} \\ &\quad \times \\ &\quad \text{Charge percentage (\%)} \end{aligned}$

$\begin{aligned} &\text{Headcount reduction percentage (\%)} \\ &= \\ &\frac{\text{Total number of qualified employees (March 2020)} - \text{Total number of qualified employees} \\ &\quad \text{in a particular calendar month in the} \\ &\quad \text{Subsidy Period}}{\text{Total number of qualified employees (March 2020)}} \\ &\quad \times \\ &\quad 100\% \end{aligned}$
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- (ii) The charge percentage shall be determined by the Company's total number of qualified employees (March 2020) according to the table as follows:

Total number of qualified employees (March 2020)	Charge percentage
Less than 10	10%
10 – 49	20%
50 – 99	40%
100 – 499	60%
500 or more	80%

- (f) The Company shall keep full and accurate records in relation to the application for and use of the Subsidy, which shall include but not limited to the original of the completed Application Form, Authorisation and Declaration Form, this Undertaking Form and supporting documents for the application, as well as documents containing information on details of the payroll, employment and MPF contributions in relation to the casual employees, in legible written form for at least seven years counting from the date of receipt of the Subsidy as documentary evidence to prove the Subsidy is spent on the purpose as stated in sub-clause (c) above. The Government or its agent will conduct spot-checks as and when necessary. Upon request of the Government or its agent, the Company shall provide the aforesaid records and supporting documents to the Government or its agent for verification and inspection within 14 calendar days from the date of such request.
- (g) Notwithstanding and without prejudice to any other remedy the Government may have in law or otherwise, if the Government is of the view that the Company fails to comply with sub-clause (b), sub-clause (c) and/or sub-clause (f) above, the Government may issue a written demand to the Company to demand for return of the Subsidy in full, claw back the unused balance of the Subsidy in accordance with sub-clause (d) above and/or impose a charge on the Company in accordance with sub-clause (e) above. The Company shall repay the Subsidy in full or the unused balance of the Subsidy and/or pay the charge to the Government within 14 calendar days from the date of the aforesaid written demand. Should the Company fail to repay the Subsidy in full or the unused balance of the Subsidy and/or pay the charge to the Government by the due date, the Company shall pay interest on the outstanding amount at an interest rate being the average of the best lending rates for Hong Kong Dollars from time to time quoted by notes issuing banks in the Hong Kong Special Administrative Region from the due date for repayment until the date the Government receives the repayment in full.
- (h) For the avoidance of doubt, the Company shall not apply for subsidies of wages and salary expenses on its qualified employees covered by the Subsidy under any other funding or subsidy schemes administered or supported by the Government.
- (i) The Company shall indemnify and keep indemnified the Government against all legal proceedings, claims, losses, damages, costs and expenses whatsoever arising from or out of any breach of any term of this

Undertaking.

- (j) The signatory of this Undertaking is duly authorised by the Company to sign this Undertaking for and on behalf of the Company in accordance with the articles of association of the Company. The information provided to the Government or its agent in connection with the Company's application for the Subsidy is true, complete and accurate. If the Company knowingly or wilfully makes any false statement or withholds any information, or misleads the Government or its agent for the purpose of obtaining the Subsidy, the Government may by writing demand return of the Subsidy in full and the Company shall repay the Subsidy and any related interest in accordance with sub-clause (g) above.
- (k) This Undertaking shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Signature of Authorised Signatory	Company Chop
<p><i>Chan Tai Man</i></p> <p>(獲授權簽署人簽署)</p>	 <p>(公司印鑑)</p>
Name of authorised signatory (in block letters): CHAN TAI MAN (獲授權簽署人姓名)	
Post-title of authorised signatory: General Manager (獲授權簽署人職銜)	

**防疫抗疫基金
建造業僱主聘用臨時僱員補助金
承諾書**

請填妥及以電郵方式(essc_application@devb.gov.hk)提交申請表、本承諾書、授權及聲明書和有關證明文件副本以申請防疫抗疫基金下建造業僱主聘用臨時僱員補助金(補助金計劃)。如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。本承諾書的中文版本只供參考。申請者只需填妥及提交本承諾書的英文版本。

本公司[_____公司名稱_____]，註冊辦事處[_____地址_____](公司)於[_____日期_____]向香港特別行政區政府(政府)作出承諾。

2. 有關政府在防疫抗疫基金下向公司就每名合資格僱員(二零二零年三月)(根據下文(a)(iii)款的定義)提供一次過補助港幣三萬六千元(港幣 36,000 元)(補助金)，公司現聲明、同意和承諾以下各項：

(a) 就本承諾書而言：

- (i) 「臨時僱員」指年滿 18 歲至未滿 65 歲，從事建造業，並由僱主按日僱用或僱用期少於 60 日的僱員；
- (ii) 「強積金」指強制性公積金；
- (iii) 「合資格僱員(二零二零年三月)」指受聘於公司的臨時僱員，而根據強積金受託人所發出有關公司截至二零二零年五月七日強積金供款狀況的紀錄顯示，公司在二零二零年三月的曆月內，曾在強積金建造業行業計劃下為該名僱員作出最少 15 天僱主供款；
- (iv) 「合資格僱員」指受聘於公司的臨時僱員，而根據強積金受託人所發出有關公司截至下一個月第十天的強積金供款狀況的紀錄顯示，公司在補助期內任何一個曆月，曾在強積金建造業行業計劃下為該名僱員作出最少 15 天僱主供款；
- (v) 「補助期」指二零二零年八月一日至二零二一年一月三十一日期間的六個曆月(首尾兩天包括在內)；以及
- (vi) 「公司在補助期內任何一個曆月領取的補助金」指公司在補助期內任何一個曆月所獲發補助金的總額，金額按二零二零年三月合資格僱員總人數乘以每名合資格僱員(二零二零年三月)在補助期內每一個曆月

獲得名義上的補助金港幣 6,000 元計算。

- (b) 在整段補助期內，公司不得終止聘用僱員、裁員或採取任何其他形式的解僱行動，而導致在補助期內任何一個曆月的合資格僱員總人數較二零二零年三月的合資格僱員總人數減少。公司須確保在補助期內任何一個曆月的合資格僱員總人數不得少於二零二零年三月的合資格僱員總人數。
- (c) 公司在補助期內任何一個曆月所領取的補助金，必須悉數全部用於支付該曆月合資格僱員的工資及薪酬。
- (d) 假如公司在補助期內任何一個曆月，沒有把所領取的當月補助金全數用於支付該曆月合資格僱員的工資及薪酬，政府將取回未用的補助金。
- (e) 假如在補助期內任何一個曆月的合資格僱員總人數少於二零二零年三月的合資格僱員總人數，公司須向政府繳付費用。

(i) 本文(e)款的費用將按以下公式計算：

$$\begin{array}{c} \text{公司在補助期內任何一個曆月領取的補助金(元)} \\ \text{(即合資格僱員總人數(二零二零年三月) \times 港幣 6,000 元)} \\ \times \\ \text{僱員減幅百分率(\%)} \\ \times \\ \text{費用百分率(\%)} \\ \hline \text{僱員減幅百分率(\%)} \\ = \\ \frac{\text{二零二零年三月合資格僱員總人數} - \text{在補助期內任何一個曆月的合資格僱員總人數}}{\text{二零二零年三月合資格僱員總人數}} \\ \times \\ 100\% \end{array}$$

(ii) 費用百分率根據下表計算，按公司在二零二零年三月的合資格僱員總人數而定：

二零二零年三月合資格僱員總人數	費用百分率
少於 10 人	10%
10 – 49 人	20%
50 – 99 人	40%
100 – 499 人	60%
500 人或以上	80%

- (f) 公司須在領取補助金當日起計最少七年內，就有關補助金的申請及使用情況保存完整和準確，以及清晰可辨的書面記錄，包括但不限於已填妥的申請表正本、授權及聲明書、本承諾書和申請證明文件，以及載有關於臨時僱員支薪、聘用及強積金供款等詳細資料的文件，作為證明文件，證明補助金用於上文(c)款所載用途。政府或其代理人會在有需要時進行抽查。公司須在政府或其代理人提出抽查要求的日期起計 14 個曆日內，按要求向政府或其代理人提供上述記錄及證明文件，以供核實和檢查。
- (g) 儘管如此，在不影響政府在法律或其他方面可享有任何其他補救措施的情況下，假如政府認為公司沒有遵循上文(b)款、(c)款及／或(f)款的規定，政府可向公司發出書面要求，藉以全數索回補助金、根據上文(d)款取回未用的補助金，以及／或根據上文(e)款向公司徵收費用。公司須在上述書面要求提出的日期起計 14 個曆日內，向政府全數償還補助金或未用的補助金，以及／或繳付費用。假如公司沒有在到期日前向政府全數償還補助金或未用的補助金，以及／或繳付費用，公司須就未償還的金額支付利息，利率為由還款到期日直至政府全數取回還款當日一段期間，香港特別行政區發鈔銀行不時訂定的港元平均最優惠貸款利率。
- (h) 為免生疑問，公司不得就補助金所涵蓋的其下合資格僱員，申請由政府管理或支援的任何其他資助或補助金計劃下的工資及薪酬開支補助金。
- (i) 假如公司因違反本承諾書任何條款而引起或導致任何法律程序、申索、損失、損害賠償、費用或支出，須向政府作出彌償，並使政府持續獲得彌償。
- (j) 本承諾書的簽署人根據公司的組織章程細則獲公司正式授權，代表公司簽署本承諾書。公司就申請補助金而向政府或其代理人提供的資料均屬真實、完整及準確無訛。假如公司蓄意或存心虛報或隱瞞任何資料，或錯誤引導政府或其代理人，以獲取補助金，則政府可以書面形式向公司全數索回補助金，而公司須根據上文(g)款償還補助金及任何相關利息。
- (k) 本承諾書須受香港特別行政區的法律規管，並須依據有關法律詮釋。