

2049

This Agreement is made the 28th day of June 2019

BETWEEN

- (1) **THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION** (“Government”); and
- (2) **THE INCORPORATED MANAGEMENT COMMITTEE of SHAM TSENG CATHOLIC PRIMARY SCHOOL**, a body corporate established under the Education Ordinance, Cap. 279 whose registered address is at 37 Castle Peak Road, Sham Tseng, Tsuen Wan, New Territories (“Grantee”).

WHEREAS

- A. Under the policy objectives of the Language Fund which was established to support proficiency in the use of the Chinese (including Putonghua) and English languages by the people of Hong Kong, the Government has introduced the Grant Scheme on Promoting Effective English Language Learning in Primary Schools (PEEGS) to further promote effective English language learning in primary schools.
- B. The Grantee is the incorporated management committee of SHAM TSENG CATHOLIC PRIMARY SCHOOL. The Grantee submitted a proposal in respect of a project to further strengthen the learning and teaching of English language to the Government which was reviewed and commented on by the vetting panel of the said scheme.
- C. Subject to and upon the terms and conditions contained in this Agreement,
 - (a) such proposal is approved and accepted by the Government, a copy of which is annexed hereto as the Schedule (“**Approved Proposal**”);
 - (b) the Government has approved the provision of a sum of HK\$350,000 to the Grantee for carrying out and completing the Approved Proposal by the Grantee; and
 - (c) the Government has agreed to grant, and the Grantee has agreed to accept the Grant for the purpose of carrying out the Project.

NOW IT IS HEREBY AGREED by the parties as follows:

1. **Interpretation**

- 1.1 In this Agreement, unless the context requires otherwise or expressly provides, the

following expressions shall have the following meanings respectively:

“Approved Proposal” has the meaning attributed to such term in recital (c);

“Auditor” means an independent auditor who is a certified public accountant (practising) registered under the Professional Accountants Ordinance (Cap. 50);

“Budget” means the budget for the Project as set out in the Approved Proposal specifying the total estimated costs of the Project with the estimated costs for each of the items listed and the projected annual cashflow;

“Code of Aid” means the code of aid applicable to the School that prescribes the rules and conditions in accordance with which the Government promotes education by means of grants to schools, as may be issued and amended by the PS(Ed) from time to time;

“Confidential Information” means any information in relation to the conduct of the Project including, without limitation, all materials, data and information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the Government which are classified as secret, confidential or commercially sensitive and which are furnished by or on behalf of the Government or which may come to the Grantee’s knowledge in connection with or in the course of carrying out of the Project and the Materials of any nature in or on any media;

“day” means calendar day;

“Designated Account” means a separate account maintained in the Grantee’s finance system for receiving, keeping and operating all monies of the Funds for the sole purpose of the Project;

“Education Ordinance” means Cap. 279;

“Final Report and Financial Statements” shall have the meaning attributed to such term in clause 5.2;

“Funds” means the Grant, Interest (if any) and Income (if any);

“Grant” means the amount of contribution to be made by the Government to the Grantee for the Project as referred to in clause 4.1;

“Government Representative” means any officer authorised to act on his behalf for the purposes of this Agreement;

“HK Dollar”, “HK\$” means the Hong Kong Dollar, the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Implementation Plan” means the School’s implementation plan as set out in the Approved Proposal;

“Income” means income arising from the Project or activities related to the Project;

“Intellectual Property Rights” means patents, trade marks, 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;

“Interest” means all interest which accrues or shall accrue to the Designated Account;

“Materials” means all the reports, Project Records, works of authorship, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, models, opinions, comments, specifications, formulae, documents and materials compiled, developed, produced or created by or on behalf of the Grantee (whether individually or jointly with the Government) in relation to and/or in the course of the performance of or for the purpose of this Agreement which are recorded or stored by whatever means in whatever form or media and the pre-contractual and contractual documents and all the drafts, uncompleted versions and working papers of any of the above items;

“month” means calendar month;

“person” means any individual, corporation, firm or any body of persons, corporate or unincorporate and includes any public body;

“Project” means a project to further strengthen the learning and teaching of English language, the details of which are contained in the Approved Proposal;

“Project Period” means the term of the Project as referred to in the Approved Proposal;

“Project Records” means the books and records of all expenditure and receipts including invoices, receipts, counterfoils, vouchers, other supporting documents and all the quotation and tender documents issued by the Grantee for procurement of goods and

services for or in connection with the Project;

“PS(Education)” means the Permanent Secretary for Education;

“Scheme” means the “Grant Scheme on Promoting Effective English Language Learning in Primary Schools (PEEGS)” developed and administered by the Government to provide additional resources to primary schools to enable them to further promote effective English language learning;

“School” means SHAM TSENG CATHOLIC PRIMARY SCHOOL, which is managed, administered and operated by the Grantee; and

“working day” means a day that excludes Saturday, Sunday or public holiday.

1.2 The terms and expressions used in this Agreement shall, unless the context otherwise expressly provides or requires, have the same meanings as ascribed to them in the Education Ordinance.

1.3 In this Agreement, except where the context otherwise requires:

- (a) words importing the singular only shall include the plural and vice versa where the context requires;
- (b) each gender includes the other and the neuter where the context requires;
- (c) clause and schedule headings to any provision in this Agreement are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this Agreement;
- (d) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted; and
- (e) references to “Cap.” followed by a number mean a chapter of the Laws of Hong Kong.

1.4 The Schedule shall form part of the Agreement.

1.5 All rights and powers of the Government under this Agreement may be exercised by the Government Representative acting on behalf of the Government. The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Grantee.

2. The Project

2.1 In consideration of the Government agreeing to provide the Grant or any part thereof for the Project in accordance with this Agreement, the Grantee shall:

- (a) carry out the Project with due diligence in accordance with this Agreement including the Implementation Plan; and
- (b) use the Funds for the sole purpose of carrying out the Project and in accordance with the Budget subject to the terms and conditions of this Agreement.

3. Designated Account

3.1 The Grantee shall open and maintain a Designated Account and keep separate the Grant from other monies belonging to the Grantee. The Grantee shall cause the Grant, Income and all other receipts relating to the Project to be paid into and all payments relating to the Project to be paid out of the Designated Account, and ensure that all receipts and payments in respect of the Project are properly and timely recorded.

3.2 All the Funds shall be used for the sole purpose of the Project in accordance with the terms of this Agreement.

4. Funding Support and Conditions

4.1 Subject to and conditional upon the due compliance and observance by the Grantee of all the terms and conditions of this Agreement, the Schedule, the Education Ordinance, all applicable laws and regulations, the Code of Aid (if applicable), circulars issued by the Education Bureau and any requirement, direction or order relating to the Scheme or the Project as may from time to time be prescribed or made by the Government in writing, the Government shall provide a sum of Hong Kong Dollars Three Hundred Fifty Thousand (HK\$350,000) to the Grantee as contribution to the cost of the Project.

4.2 The Grantee shall hold the Funds and any assets purchased with the Funds in the capacity of a trustee.

4.3 Subject to the other provisions of this Agreement, the Grant shall be made available to the Grantee annually based on the projected cashflow of the Project over the Project Period as set out in the Approved Proposal in the Schedule. The Grantee shall report to the Government on the usage of Funds in a format specified by the Government from time to time.

4.4 Notwithstanding anything herein to the contrary:

- (a) The Government shall not be obliged to make any payment to the Grantee for any costs, expenditures and liabilities incurred or sustained by the Grantee in relation to or incidental to the Project which are not expressly itemized in the Budget and any subsequent costs, expenditures and liabilities incurred after expiry of the Project Period which shall be for the Grantee's own account with no recourse to the Funds.
- (b) Should the Grantee be found by the Government to have applied or spent any part of the Funds on any matters not itemized in the Budget, the Grantee shall within fourteen (14) working days from the date of notice from the Government demanding the Grantee to so make good and pay (or such longer period as may be specified by the Government in the notice) such amount so applied or spent into the Designated Account, failing which such amount with interest at the then prevailing prime rate of the Hongkong and Shanghai Banking Corporation Limited shall accrue and be payable and be a debt due to and recoverable by the Government.

4.5 The Government shall be entitled to withhold payment of any portion of the Funds if:

- (a) the Grantee misuses or misapplies the Funds or any part thereof or uses or applies the Funds or operates the Designated Account in such manner which in the sole opinion of the Government is not in the public interest or is not reasonable in the circumstances;
- (b) the Grantee has abandoned the Project without the prior written approval of the Government;
- (c) the Grantee has failed or is likely to fail to implement the Project in accordance with the Implementation Plan;
- (d) the Government is not satisfied with the progress of the Project;
- (e) the Government is not satisfied with the reports, financial statements or the audited accounts submitted to the Government under clause 5; or
- (f) there is a credit balance in the Designated Account the amount of which in the reasonable opinion of the Government is sufficient to pay for the budgeted expenditure of the Project in the next twelve (12) months.

4.6 For the avoidance of doubt, under no circumstances shall the Grantee be entitled to any interest or compensation or relief of whatever nature against the Government due to any late or withholding of payment of the Funds for any reasons whatsoever.

4.7 Subject to clause 4.8, the Grantee undertakes to use the Funds for the sole purpose of carrying out the Project in accordance with the Budget and the other terms and conditions of this Agreement.

4.8 Unless approved in writing by the Government, any internal virement between the Budget items shall only be between the items of the Budget as set out in this Agreement and must not exceed 5% of the cashflow shown in the Budget for that particular school year within the Project Period.

5. **Books and Records, Financial Accounts and Reports**

5.1 The Grantee shall, during the continuance of this Agreement, maintain proper books of accounts, all relevant payments and receipts and all relevant records and information in relation to the Project (for instance, the cash and bank books, the sales and purchases day books, the ledger of accounts for recording all transactions, all Income and expenses and all assets and liabilities in relation to the Project).

5.2 The Grantee shall provide the following documents to the Government in the manner specified below:

Report Types	Due Dates
Progress report (" Progress Report ") – reporting on and evaluating the Grantee's progress on the Project.	On such date as the Government may direct in writing.
Final report and financial statements of the Project for the entire Project Period (" Final Report and Financial Statements ").	Within three (3) months of the end of the Project Period.

5.3 In addition to the above, the Grantee shall submit **financial statements** at regular intervals if and when requested by the Government. Such financial statements shall be prepared in accordance with the accounting standards generally accepted in Hong Kong setting out the details of Income and expenditure of the Project and certified by the Grantee to the effect that the financial statements are true and accurate in all respects. The Government may at its sole discretion require audit of any of the financial statements by an Auditor at the sole cost and expense of the Grantee.

5.4 The Grantee shall keep proper and separate all Project Records for at least two (2)

years after the end of the Project Period or for such longer period as otherwise specified by the Government within the aforementioned 2-year period and shall upon request by the Government make the same as well as general ledger, sub-ledgers, cashbooks and bank statements available for inspection by the Government at all reasonable times. For ease of identification, the Grantee shall assign a unique account code to each receipt and expenditure.

6. Monitoring of Progress

6.1 The Grantee warrants that it shall at all times keep the Government properly informed and promptly provide all necessary advice, assistance and information as may be requested by the Government from time to time in connection with the Project.

6.2 The Grantee shall:

- (a) include the Implementation Plan in its school development plans;
- (b) include the Progress Report and Final Report in the annual school reports;
- (c) procure, maintain, handle, dispose and keep due and complete record of all assets purchased or acquired with the Funds;
- (d) permit the Government to attend and participate in functions, seminars, lectures or any other activities arranged by the Grantee in connection with the Project; and
- (e) attend, participate and aid in such activities, programmes or events relating to the Project as may be required by the Government from time to time.

7. Public Acknowledgement of Funding Support

7.1 Subject to clause 7.2, the Grantee shall where appropriate or as required by the Government acknowledge having received the Funds from the Government under the Scheme in any publications regarding the Project and in activities in connection with the Project.

7.2 The Grantee hereby warrants and undertakes to the Government that it shall not advertise or hold itself out or represent itself as an agent, employee, servant or partner of the Government, or suggest or imply that the Government is in any way responsible for any of its acts and/or omissions and shall, upon receiving request from the Government, withdraw or cease using any promotional or publicity material which the Government in its absolute discretion considers to be inappropriate or undesirable.

8. Termination

8.1 The Government may at any time terminate this Agreement forthwith upon giving written notice to the Grantee if:

- (a) any of the events set out in clauses 4.5(a) to (e) occurs; and
- (b) the Grantee commits a breach of any provision of this Agreement which:
 - (i) shall not be capable of being remedied, or shall be capable of being remedied, but the Grantee fails to remedy such breach within seven (7) days of receipt of a written notice from the Government, or the period as set out in such written notice, specifying the breach and requiring its remedy; or
 - (ii) is fundamental to this Agreement;
- (c) the Grantee is in breach of any provisions of the Education Ordinance;
- (d) any representation or warranty made by the Grantee in connection with this Agreement (including the Approved Proposal and Implementation Plan) is incorrect or misleading;
- (e) the Grantee shall resolve that the School shall cease provision of education or cease operation as a school;
- (f) the Government cancels the registration or provisional registration of the School as a school or any of the grounds set out in the Education Ordinance under which the Government may cancel the registration or provisional registration of the School occurs;
- (g) the Grantee is, in the opinion of the Government, financially unsound; or
- (h) the Grantee assigns, transfers, sub-contracts or purports to assign, transfer, sub-contract any of its benefits, interests or obligations under this Agreement without prior written consent of the Government.

9. Consequences of Termination

9.1 If this Agreement is terminated by the Government under clause 8,

- (a) the Government shall have no further obligation to pay the Funds or make any further payments thereof including those accrued but not yet paid; and

- (b) the Grantee shall within seven (7) days of the first written demand by the Government pay all costs, charges and expenses incurred by the Government in exercising any of its rights or powers hereunder or in suing for or seeking to recover the Funds or any other monies owing by the Grantee to the Government.

9.2 Without prejudice to the foregoing, upon the expiry or early termination of this Agreement, the Grantee shall:

- (a) submit to the Government the Final Report and Financial Statements referred to in clause 5.2;
- (b) forthwith pay to the Government the amount of any unused funds standing in the Designated Account;
- (c) if required by the Government, transfer to the Government at its own cost and expense all the assets and inventories purchased with the Funds within fourteen (14) working days of receipt of a written notice from the Government, or the period as set out in such written notice; and
- (d) if required by the Government, at its expense promptly deliver and send to the Government all the Materials (finished or unfinished) and the documents containing the Confidential Information, including without limitation any drafts and working papers in whatever medium which are in the custody, control or possession of the Grantee.

9.3 The expiry or early termination of this Agreement due to whatever reasons shall not prejudice:

- (a) any rights or remedies the Government may have against the Grantee under this Agreement or at law which arise from the Grantee's prior breaches of any provisions of this Agreement; and
- (b) any provisions of this Agreement which are required by the context or are otherwise capable to be observed or performed after the expiry or early termination of this Agreement which shall continue in force and effect notwithstanding such expiry or early termination.

10. Intellectual Property Rights

10.1 Save for any Materials in respect of which the Intellectual Property Rights are vested in the Government or any third parties, the Grantee shall acquire the sole, absolute and beneficial title to and ensure that it is the sole, absolute and beneficial owner of all

the Intellectual Property Rights in the Materials.

10.2 The Grantee hereby grants for the benefits of the Government, its authorised users, assigns and successors-in-title an irrevocable, perpetual, non-exclusive, worldwide, transferable and sub-licensable licence free of royalty, licence fee or other charges to make copies of the Materials for record or archival purposes during the course of the Project, as well as to make copies of the Materials and to upload the Materials to the Internet for non-commercial purposes upon completion of the Project and to adapt, enhance, edit, modify, translate the Materials and combine the same with other reports, notes, plans, recommendations, analyses, findings, photographs, tables, drawings, diagrams, figures, documents, things and materials (and in relation to any Materials to which the Grantee is not empowered to grant sub-licence(s), the Grantee hereby undertakes to procure at its sole cost and expense the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third parties in respect of such Materials to be granted on or before the use or incorporation of the relevant Materials in the performance of this Agreement and/or the Project in accordance with the terms hereof).

10.3 All Intellectual Property Rights of whatever nature in any adaptations, alterations or modifications of the Materials made by the Government, its authorised users, assigns and successors-in-title pursuant to clause 10.2 above shall belong to and remain vested in the Government absolutely upon creation.

10.4 The Grantee warrants to the Government that:

- (a) the Grantee has the full capacity, power and authority to enter into this Agreement and to perform all its obligations hereunder including without limitation the grant of the relevant licences in respect of the Intellectual Property Rights to the Government, its authorised users, assigns and successors-in-title and/or the vesting of the Intellectual Property Rights in the Government according to clauses 10.2 and 10.3 above;
- (b) subject to clause 10.4(e) below, the Materials shall be or shall consist of original works created, developed or made by or on behalf of the Grantee for the Project;
- (c) (i) the performance of the Agreement and/or the Project; (ii) the use, creation, development, production or provision of any of the Materials in performing this Agreement; and (iii) the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Materials or any part

thereof for any of the purposes contemplated by this Agreement, do not and will not infringe any Intellectual Property Rights of any person;

- (d) the exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Agreement will not infringe any Intellectual Property Rights of any person;
- (e) if the Materials contain any works or materials of which the Intellectual Property Rights belong to a third party, prior to the use of such works or materials in conducting the Project, the Grantee shall have obtained from such third party the grant of all necessary licences for itself, the Government, its authorised users, assigns and successors-in-title to use such works and materials in the manner and for any of the purposes contemplated by this Agreement and the costs of the above licences shall be borne by the Grantee; and
- (f) the provisions of this clause 10.4 shall survive the expiration, completion or termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiration, completion or termination.

10.5 The Grantee hereby irrevocably waives and undertakes to procure at its sole cost and expense all relevant authors of the Materials to irrevocably waive all moral rights (whether past, present or future) in the Materials. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title and shall have effect upon the grant of the relevant licence to the Government, its authorised users, assigns and successors-in-title.

11. Confidentiality

11.1 The Grantee undertakes to the Government that during the continuance in force of this Agreement and at any time thereafter, save and except in strict accordance hereof, the Grantee shall:

- (a) maintain in strict confidence the Confidential Information and shall not disclose to any person any of the Confidential Information without the prior written consent of the Government; and
- (b) use or reproduce any of the Confidential Information only for the sole purpose of the Project and shall not use or reproduce or allow to be used or reproduced, directly or indirectly, any of the Confidential Information for any other purposes without the prior written consent of the Government.

11.2 The non-disclosure obligations in clause 11.1 shall not apply to:

- (a) the disclosure of Confidential Information which is or has become public knowledge other than as a result of unauthorised disclosure or a breach of this clause 11 by the Grantee, its contractors or their employees or agents; or
- (b) the disclosure of which is compelled by any law or order of a court of competent jurisdiction.

12. Indemnity

12.1 The Grantee shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified against (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against the Government; and (b) all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other costs, charges and expenses which the Government may pay or incur in disputing any such claim or defending any such action or proceedings instituted against the Government), and which in any case arise directly or indirectly in connection with or out of, or which relate in any way to:

- (a) the performance or breach of any provisions of this Agreement by the Grantee;
- (b) the negligence, recklessness, tortious acts or wilful misconduct of the Grantee, its employees, agents or contractors in the carrying out of the Project;
- (c) any default, unauthorised act or omission of the Grantee, its employees, agents or contractors;
- (d) any claim or allegation that (i) the performance of the Agreement and/or the Project; (ii) the use, creation, development, production or provision of any of the Materials in performing this Agreement; and (iii) the use, operation, custody or possession by the Government, its authorised users, assigns and successors-in-title of the Materials or any part thereof for any of the purposes contemplated by this Agreement infringes or will infringe the Intellectual Property Rights of any person; or
- (e) the non-compliance by the Grantee, its employees, agents or contractors with any applicable law, regulation, order or requirement of any government agency or authority in the carrying out of the Project.

13. Successors and Joint and Several Liability

This Agreement shall be binding upon the Grantee and its successors and assigns. To the extent applicable, the liability of the Grantee and the School for performance of their obligations under this Agreement is joint and several.

14. Set-Off

Where the Grantee has incurred any liability to the Government, whether at law or in equity and whether such liability is liquidated or unliquidated, and without prejudice to any rights or remedies the Government may have, the Government may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from the Government to the Grantee under this Agreement or any other contracts.

15. Variation

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made in writing and duly signed by both parties.

16. Concurrent Remedies

No right or remedy conferred upon either party is exclusive of any other right or remedy contained in this Agreement or by law provided or permitted, but each shall be cumulative of every right or remedy given in this Agreement and now or hereafter existing and may be enforced concurrently therewith or from time to time.

17. Waiver

No failure or delay by the Government in exercising any right, power or remedy available to it under this Agreement or in law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercises of any other right, power or remedy. Without limiting the foregoing, no waiver by the Government of any breach by the Grantee of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. The rights and remedies of the Government herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

18. Notices

18.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or facsimile number set out below (or such other address or facsimile number as the addressee has by five (5) days' prior written notice specified to the other party):

To The Government:	Education Bureau Room 1702 Skyline Tower 39 Wang Kwong Road Kowloon Bay Kowloon [Attention: Assistant Secretary (Language Education and SCOLAR)] Facsimile Number: 3150 8018
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To the Grantee:	Sham Tseng Catholic Primary School 37 Castle Peak Road Sham Tseng Tsuen Wan New Territories [Attention: The Principal] Facsimile Number: 2490 3913
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18.2 Notice given to the Grantee at the above address or such other address as may be notified by the Grantee in accordance hereof shall be deemed to have been given to both the Grantee and the School.

18.3 Such notices, demands or other communications shall be addressed as provided in clause 18.1 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, two (2) working days (for local post) and five (5) working days (for overseas post) after the date of posting; or
- (c) if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

19. Severability

In the event that any provision of this Agreement is held to be or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

20. Entire Contract

20.1 Each party acknowledges that it has had full opportunity to include in this Agreement any representation or warranty made to it by the other party in the course of negotiations leading up to this Agreement. It is hereby agreed that this Agreement embodies the entire understanding of the parties and there are no representations, promises, terms, conditions, warranties or obligations, oral or written, expressed or implied, statutory or otherwise than those contained herein.

20.2 In the event of any inconsistency between the EDB Circular Memorandum No. 30/2017 dated 17 March 2017 and the terms and conditions of this Agreement, the latter shall prevail.

21. Saving

Nothing in this Agreement shall be taken to restrict, derogate from or otherwise interfere with any powers, discretions or duties, or the exercise or performance of any powers, discretions or duties conferred or imposed by or under any law upon the Government, any Government bureau or department or any public officer or other person in the employ of the Government.

22. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

23. Contracts (Rights of Third Parties) Ordinance

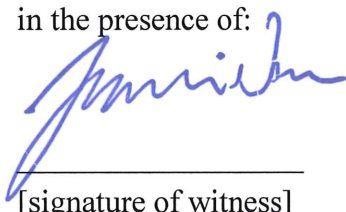
The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

AS WITNESS whereof the parties have entered into this Agreement the day and year first above written.

Signed by Ms AU Wan Sze Wendy)
Principal Assistant Secretary (Education Infrastructure) of EDB)
for and on behalf of)
the **Government of the Hong Kong Special Administrative Region**)



in the presence of:


[signature of witness]

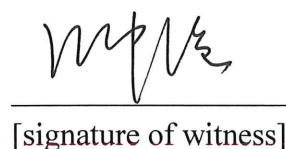
Frankie WAN

Assistant Secretary (Language Education and SCOLAR)
Education Bureau

Signed by Rev Deacon WONG King Sing)
Supervisor)
for and on behalf of)
THE INCORPORATED MANAGEMENT COMMITTEE of)
SHAM TSENG CATHOLIC PRIMARY SCHOOL)



in the presence of:


[signature of witness]

Mr CHOW Wai Keung

Principal

SHAM TSENG CATHOLIC PRIMARY SCHOOL

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3/1/01

SCHEDULE – APPROVED PROPOSAL

Grant Scheme on Promoting Effective English Language Learning in Primary Schools (PEEGS) School-based Implementation Plan

School Name: SHAM TSENG CATHOLIC PRIMARY SCHOOL (English)

Application No.: C 049 (for official use)

(A) General information:

1. No. of English teachers in the regular staff establishment (excluding the Native-speaking English Teacher): 14
2. No. of approved classes in the 2018/19 school year:

	P.1	P.2	P.3	P.4	P.5	P.6	Total
No. of approved classes	4	4	4	4	4	4	24

3. No. of operating classes in the 2018/19 school year: (if different from the number of approved classes)

	P.1	P.2	P.3	P.4	P.5	P.6	Total
No. of operating classes	--	--	--	--	--	--	--

4. Programmes/projects implemented or support service(s) in relation to English Language curriculum received in the past five years:

Name of programme/project/ support service	Grade level	Focus(es) of programme/project/ support service	External support (if any)
PLP- R/W	P.1- P.3	Reading, writing and phonics	NET Section, EDB
School-based reading and writing programme	P.2 – P.5	Reading and writing	Language Learning Support Section, EDB

(B) SWOT Analysis related to the learning and teaching of English:

Strengths		Opportunities	
1. School provides a series of programmes preparing students for secondary school admission.		1. With increasing intake, more teachers can be employed to ease the stress of the current ones.	
2. Committed, professional English teachers		2. Teachers' active participation in the support scheme for e-Learning has brought new dynamics to the teaching and learning experience.	
3. Students learn positive values through a variety of academic activities.			
4. School has installed stable campus-wide WiFi. 98 tablets and recharge trolleys are also available.			
Weaknesses		Threats	
1. The number of dual income families has increased, weakening the parental support. School has to provide more supporting learning resources.		1. The packed curriculum fails to cater for learner diversity. Some more able students are not provided with enough learning resources that fit their levels, while less able students have a difficult time understanding the resources.	
2. Some students lack interest in reading English and school does not have a good reading atmosphere. Their reading exposure to authentic texts is limited. Only thin and simple story books are used for our senior forms.		2. The general quality of the primary schools in the district is very high, resulting to intense competition in different aspects.	
3. School-based reading curriculum is based heavily on textbooks, limiting students' exposure to authentic English language content.			
4. Through analysing the test and examination analysis, it is found that students are relatively weak in reading skills. For example, our upper forms are weak in reference and inference skills.			

(C) Measure(s) taken through the grant under the English Enhancement Grant Scheme for Primary Schools, if any:

Area of Development	Usages of the grant	Grade Level
To develop a comprehensive school-based reading and writing curriculum using a thematic based approach	1. Hiring a supply teacher to free up the core group 2. Purchasing books of a variety of different text types 3. Hiring consultancy services	P.4-P.6

(D) Focus of the school's proposed English Language curriculum initiative(s) to be funded under PEEGS:

Proposed target area(s) of development (Please <input checked="" type="checkbox"/> the appropriate box(es) below)	Proposed usage(s) of the Grant (Please <input checked="" type="checkbox"/> the appropriate box(es) below)	Time scale (Please <input checked="" type="checkbox"/> the appropriate box(es) below)	Grade level (Please <input checked="" type="checkbox"/> the appropriate box(es) below)
<input type="checkbox"/> Enrich the English language environment in school through - conducting more English language activities*; and/or - developing more quality English language learning resources for students* <i>(*Please delete as appropriate)</i>	<input checked="" type="checkbox"/> Purchase learning and teaching resources <input checked="" type="checkbox"/> Employ a full-time teacher <i>(*Please delete as appropriate)</i>	<input checked="" type="checkbox"/> 2019/20 school year <input type="checkbox"/> 2020/21 school year	<input type="checkbox"/> P.1 <input type="checkbox"/> P.2 <input type="checkbox"/> P.3 <input checked="" type="checkbox"/> P.4 <input checked="" type="checkbox"/> P.5 <input type="checkbox"/> P.6
<input checked="" type="checkbox"/> Promote reading* or literacy* across the curriculum in respect of the updated English Language Curriculum (Primary) under "Ongoing Renewal of the School Curriculum – Focusing, Deepening and Sustaining" <i>(*Please delete as appropriate)</i>	<input type="checkbox"/> Employ full-time* or part-time* teaching assistant <i>(*Please delete as appropriate)</i>		
<input type="checkbox"/> Enhance e-learning in respect of the updated English Language Curriculum (Primary) under "Ongoing Renewal of the School Curriculum – Focusing, Deepening and Sustaining"	<input type="checkbox"/> Procure service for conducting English language activities		
<input type="checkbox"/> Cater for learner diversity with equal emphasis on more able and less able students in respect of the updated English Language Curriculum (Primary) under "Ongoing Renewal of the School Curriculum – Focusing, Deepening and Sustaining"			
<input type="checkbox"/> Strengthen assessment literacy in respect of the updated English Language Curriculum (Primary) under "Ongoing Renewal of the School Curriculum – Focusing, Deepening and Sustaining"			

(E) How to implement the proposed school-based English Language curriculum initiative(s) funded by PEEGS:

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation
To purchase books (electronic and printed) and hire a teacher who is proficient in English to promote reading across the curriculum (RaC) in respect of the updated English Language Curriculum (Primary) at P.4-P.5					
Background					
<ul style="list-style-type: none">We adopt local textbooks as the backbone of our English curriculum and design school-based teaching and learning booklets as supplements. However, the need to develop more school-based resources to address students' diverse learning needs is clearly present.A programme which can foster students' read-to-learn skills is pertinent to curriculum enhancement. Integration of other Key Learning Areas (KLAs) into our English curriculum will help enrich students' reading experiences, and stimulate them to appreciate the value of reading as well as make connections between personal life and academic knowledge. The different connections between English Language and KLAs such as subject content, vocabulary and other related language items can also be explored in depth.As technology advances, more tools have emerged to support learning. We deem that these tools, if wisely adopted, can generate great benefits for students. With this grant scheme, we will further enhance the coverage with the hope that more students will benefit from the mixed mode of conventional and innovative way of learning and ultimately, we can better nurture our students' reading interest and reading ability as a whole - both within and across the curriculum.	P.4 - P.5	Co-planning: Twice per month, all year round. Developing resource packages: all year round. Peer lesson observation: Twice for each teacher during the project period. Evaluation: Dec 2019 Project Interim Review. Jun 2020 Project Final review.	Resource packages on 24 e-readers and 18 printed readers covering a total of 84 lessons (2 levels and 2 ability groups) will be developed. 100% of the participating English teachers will acquire and apply the pedagogy of implementing RaC programme. 100% of the students involved are exposed to a large variety of text-type, cross-curricular contents and topics. Over 70% of target level students will achieve improved results in post-reading assessments.	The newly designed school-based RaC materials will be uploaded to the intranet for future retrieval. The RaC programme established will be incorporated into our school-based formal curriculum to ensure sustainability after the project period. P.4-P.5 materials/ plans will be developed and reused in the subsequent year. We will be able to reuse all the e-books after completion of this project to sustain	Evaluation meetings will be held twice before the end of the school year. Surveys will be conducted to collect feedbacks from teachers, students and parents at the end of the school year. Co-planning meeting records will be kept. Lesson observation to see if students are more motivated with the use of e-books, and to observe which learning strategies work the best with less-able students. Questionnaire survey to collect
Objectives					
<ul style="list-style-type: none">Our new RaC programme has the following aims:<ul style="list-style-type: none">To support our students to be lifelong learners through improving their read-to-learn skillsTo motivate students to read a wide range of materials with a variety of themes and text types through engaging					

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation
<p>them in purposeful and meaningful activities</p> <p>To broaden students' knowledge base through guiding them to make authentic applications</p> <p>Teachers' role</p> <ul style="list-style-type: none"> ● Level teachers of English Language, General Studies (GS) and Religious Studies (RS) will work collaboratively in choosing the themes and readers for the programme. They should understand the language needs of different KLAs and the connection between English and KLAs before the implementation of the initiative. ● They will participate in co-planning and development of teaching resources. The co-planning meetings will be conducted once every two weeks. Teachers' roles are as suggested below: <ul style="list-style-type: none"> ✧ GS teachers will give content support when choosing non-fiction readers. ✧ RS teachers will give content support when aligning classic readers that carry core values such as Love, Compassion, Perseverance, Concern, Truth, and Family. ✧ All English teachers of the targeted levels (P.4-P.5) will form a working group (English panel chair, vice panel chair, 2 level co-coordinators and 3 teachers) to develop and implement the school-based RaC programme. Teachers will prepare teaching materials that specifically address practical reading needs for handling classic texts. For instance, developing teaching materials that reinforce students' skills on making reference and proposition. ✧ With such approach, the reading lessons will cover our school General English curriculum, while adding values to both GS and RS. ● An additional teacher, with at least a bachelor's degree and high level of English proficiency will be hired to collaborate 			<p>More than 70% of the target students believe that they have improved their reading ability in English.</p>	<p>the teaching and learning benefits in future years without any extra cost.</p> <p>All e-readers and printed-readers purchased are effectively used for classroom facilitation and take home self-initiative learning.</p> <p>Teachers will share good practices and plans. This will lead to an improvement in teaching in the future.</p>	<p>students' feedback on their reading interests on our selected themes.</p> <p>Questionnaire survey to collect teachers' feedback on their lesson observation and evaluation, and how different strategies work on the students.</p> <p>Random lessons will be video-taped for the evaluation meeting organized every month.</p>

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation																
<p>with the core team and his/her duties include:</p> <ul style="list-style-type: none">❖ contributing to co-planning meetings and material development for the RaC programme;❖ co-teaching around 16 RaC lessons a week;❖ co-evaluating the programme; and❖ co-modifying the programme materials with the LETs. <p><u>Implementation</u></p> <ul style="list-style-type: none">● Two lessons per week will be allocated to the newly-developed RaC programme for 20 weeks per school year. Both e-Readers and printed titles will be adopted and stimulating activities conducted for creating more dynamic and interactive learning experiences.● Purchasing e-books and printed books<ul style="list-style-type: none">✧ This proposed initiative will expose students to different reading texts relevant to other KLAs (e.g. General Studies and Religious Studies). Through such, students can make use of their prior knowledge from other KLAs and connect them to the topics.✧ A total of 12 e-readers and 9 printed titles covering both fiction and non-fiction text types will be purchased for each target level. <table><tr><th colspan="2">All classes – Anchor sets</th></tr><tr><td>4 e-Readers</td><td>3 printed titles</td></tr><tr><th colspan="2">Class A & B (Capable students)</th></tr><tr><td>4 e-Readers</td><td>3 printed titles</td></tr><tr><th colspan="2">Class C and D (Struggling to average students)</th></tr><tr><td>4 e-Readers</td><td>3 printed titles</td></tr><tr><th colspan="2">No of readers for each class</th></tr><tr><td>8 e-Readers</td><td>6 printed titles</td></tr></table> <ul style="list-style-type: none">✧ The e-Readers/printed titles proposed to be purchased have to meet the following requirements:	All classes – Anchor sets		4 e-Readers	3 printed titles	Class A & B (Capable students)		4 e-Readers	3 printed titles	Class C and D (Struggling to average students)		4 e-Readers	3 printed titles	No of readers for each class		8 e-Readers	6 printed titles					
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<ul style="list-style-type: none"> ❖ Aligned with the core English curriculum ❖ Contain stimulating cross-curricular contents for extended learning activities ❖ Cover a variety of text types and structure (e.g. description, sequence, problem solution, compare and contrast, cause and effect) ❖ Cover different levels of difficulty ❖ E-books to be purchased should contain engaging digital multimodal texts with rich language features. Built-in audio and visual features should also be available for use after the project period. <ul style="list-style-type: none"> ● Themes and text types <ul style="list-style-type: none"> ❖ The table below indicates examples of themes and text types covered for P.4-P.5 English RaC programme. 					

Level	No of Modules	Module Themes	Text types Fiction and Non-fiction
P.4	6	<ul style="list-style-type: none"> - Relationships - Changes - Happy days - Food and drink - The magic of nature - Changes of time 	short story, poem, script, chart, forum post, timetable, story, note, journal entry, poster, magazine article, book cover, leaflet, email, conversation, advertisement
P.5	6	<ul style="list-style-type: none"> - We love Hong Kong / Exploring Hong Kong - Changes - Relationships - Happy days - Relationship: future - A time to 	short story, conversation, script, instruction, poem, leaflet, email, map, direction, itinerary, photo caption, personal recount, catalogue, questionnaire, interview transcript, questionnaire;

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation			
<table border="1"><tr><td></td><td>remember</td><td>argumentative passage</td></tr></table> <ul style="list-style-type: none">✧ All books will be purchased after proper procurement exercises.● Pre, while and post reading activities in class<ul style="list-style-type: none">✧ Multifarious pre-reading activities (such as pre-reading discussions on <i>Padlet</i> and online knowledge check quizzes in <i>Quizlet</i>) will encourage students to activate prior knowledge of the topic. For instance, on the theme 'Hong Kong is my Home', students can first work in groups to discuss what they have learnt in other classes about Hong Kong (e.g. GS).✧ During the process of reading, teachers will conduct shared reading, where teachers model target reading strategies and allow students to practise them, for example, predicting what will happen next, finding information from paragraphs and identifying previously discussed vocabulary.✧ Post-reading activities include tasks like discussions, games and role plays to develop deeper understanding of the purpose of a text and writers' intentions. Students may be asked to think of different endings, summarise the story or talk about their favourite characters in groups. By reading and re-reading the texts in after reading activities, students can also consolidate their learning of both content and language skills.● Catering for learning diversity<ul style="list-style-type: none">✧ Apart from anchor sets, graded texts will be adopted for students of various ability levels.✧ The use of multisensory aids (such as videos, songs and realia) will facilitate retention and recall.✧ Different questions (literal, inferential and critical) will be set for testing different levels of understanding.✧ Cooperative learning strategies will be employed for		remember	argumentative passage					
	remember	argumentative passage						

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation
<p>promoting peer support.</p> <ul style="list-style-type: none"> ✧ Differentiated assessments: Each module includes both core and extended tasks. More able groups will take on more challenging tasks and produce learning outputs that require higher language skills and higher understanding of the targeted topics. ● Materials to develop <ul style="list-style-type: none"> ✧ A total of 24 e-books and 18 printed books will be purchased for different learners and classes. Teachers of different subjects will work together on developing the following teaching materials: <ul style="list-style-type: none"> ❖ Lesson plans ❖ Teaching and learning materials such as PowerPoint, videos and online quizzes ✧ All the materials developed will be modified and re-used in future years. ● Evaluation <ul style="list-style-type: none"> ✧ There will be peer-lesson observation once per term conducted by the core team. After that, teachers will provide comments on reading lessons and modify the teaching materials. ✧ On-going evaluation of the effectiveness of teaching and learning will also be conducted. ● Descriptions of tentative sample modules <p>P.4 Change and Information Technology</p> <ul style="list-style-type: none"> ✧ Objectives <ul style="list-style-type: none"> ❖ English <ul style="list-style-type: none"> <input type="checkbox"/> To develop read-to-learn skills such as predicting, skimming, scanning, decoding unknown words in context and distinguishing between facts and opinions <input type="checkbox"/> To understand different text structure (e.g. description and cause and effect) 					

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation
<p><input type="checkbox"/> To learn to re-read for understanding the key message and concluding the writers' intentions and attitudes</p> <p>❖ General Studies</p> <p><input type="checkbox"/> To develop students' curiosity and interests on science and technology</p> <p><input type="checkbox"/> To explore the change of technology and what information technologies are widely used</p> <p><input type="checkbox"/> To focus on exploring how informational technology is used nowadays and how it affects our daily lives and activities.</p> <p><input type="checkbox"/> To identify ethical ways to use information technology</p> <p>❖ Pre-reading activities:</p> <p>❖ Students listen to a song. <i>The Technology Song For Kids</i> https://www.youtube.com/watch?v=AlxzjKYSwg0</p> <p>They then write posts on <i>Padlet</i> and share about the use of technology in daily life (e.g. use of mobile phones and the Internet for entertainment and study)</p> <p>Students can pre-learn vocabulary using <i>Quizlet</i>. (e.g. technology, laptops, digital, to live without something)</p> <p>❖ While reading activities</p> <p>❖ Students read an e-Reader/a printed title about the various use of information technology and the changes it brings to our daily life. Teacher models target reading strategies and remind students to identify the writer's key messages.</p> <p>❖ Post-reading activities</p> <p>❖ Students watch a video about cyberbullying.</p>					

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<p><i>Cyber Bullying (UNICEF)</i> https://www.youtube.com/watch?v=asTi6y39xI</p> <ul style="list-style-type: none"> ❖ A post-reading discussion on how to use information technology responsibly. <p>P.5 We Love Hong Kong x Development of Hong Kong</p> <ul style="list-style-type: none"> ❖ Objectives: <ul style="list-style-type: none"> ❖ English <ul style="list-style-type: none"> <input type="checkbox"/> To develop read-to-learn skills such as inferencing and referencing skills. <input type="checkbox"/> To understand different text structure (e.g. narrative) <input type="checkbox"/> To learn to re-read for understanding the key messages and concluding the writers' intentions and attitudes ❖ General Studies <ul style="list-style-type: none"> <input type="checkbox"/> To explore the stories and history of Hong Kong <input type="checkbox"/> To be able to appreciate the adaptability of Hong Kong people with the constant shift in society ❖ Pre-reading activities: <ul style="list-style-type: none"> ❖ Students watch a video about changes of development of the Mass Transit Railway (MTR) in the last 4 decades. https://vimeo.com/58356957 <p>They then write post on <i>Padlet</i> and share about the changes they have identified in the video (e.g. use of Octopus card, no smoking rule and installation of platform screen doors).</p> <p>Students can pre-learn vocabulary different aspects of life in Hong Kong using <i>Quizlet</i>. (e.g. hustle, bustle, crowded, urban, polluted, safe, food paradise, hardworking, pressure)</p>					

Proposed school-based English Language curriculum initiative(s)	Grade level	Time scale (month/ year)	Expected outcomes/ Deliverables/ Success criteria (preferably measurable)	Sustainability	Methods of progress-monitoring and evaluation
<p>✧ While reading activities</p> <ul style="list-style-type: none"> ✧ Students read an e-Reader/a printed title about the history and development of Hong Kong. Teacher models target reading strategies and remind students to pay attention to the rapid changes the city has gone through. <p>✧ Post-reading activities</p> <ul style="list-style-type: none"> ✧ Students get into groups, conduct a mini-research and give short presentations about one of the following aspects of life in Hong Kong. <div style="margin-left: 20px;"> <input type="checkbox"/> Transportation <input type="checkbox"/> Entertainment <input type="checkbox"/> Dining <input type="checkbox"/> Shopping <input type="checkbox"/> Education </div>					