

Guide to Registration, Renewal of Registration and  
Amendment to Course Specifications  
of Reimbursable Courses  
under the Continuing Education Fund

For Non-self-accrediting  
Course Providers

Labour and Welfare Bureau

Version issued on 30 December 2024

# Table of Contents

1. Introduction	P. 3
2. Registration of Reimbursable Course	P. 4
3. Renewal of Registration of Reimbursable Course	P. 18
4. Amendment to Course Specifications of Reimbursable Course	P. 20
5. Post-registration Compliance Requirements	P. 21

## Appendix

Appendix 1: Flow chart of Registration and Renewal of Registration of Reimbursable Course(s) under the Continuing Education Fund	P. 24
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Appendix 2: Proforma Terms and Conditions applicable to all courses offered by Non-self-accrediting Course Providers registered as Reimbursable Courses under the Continuing Education Fund	P. 25
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Annex I to Appendix 2: Refund Policy

Annex II to Appendix 2: Regulatory Actions

Annex III to Appendix 2: Rebate Policy for Eligible Online Courses

# 1. Introduction

- 1.1 In June 2002, the Government set up the Continuing Education Fund (“**CEF**”) to encourage adults to pursue further education by providing them with subsidies for continuing education and training, with a view to facilitating Hong Kong’s transition to a knowledge-based economy and adaptation to an increasingly globalised economy.
- 1.2 The Labour and Welfare Bureau (“**LWB**”) is responsible for (a) approving the registration of courses to be included in the list of reimbursable courses under the CEF, renewal of registration of reimbursable courses and post-registration amendment to course specifications (hereinafter collectively referred to as “**CEF Course Applications**”), and (b) monitoring the quality of registered courses. Registration of a course under the CEF is hereinafter referred to as “**CEF Registration**” and the course which is so registered is hereinafter referred to as “**CEF Course**” or “**reimbursable course under the CEF**”. Secretary for Labour and Welfare (“**SLW**”) is the final approval authority for any CEF Course Applications. LWB hosts an e-platform (<https://www.cef.gov.hk>) (hereinafter referred to as “**CEF e-Platform**”) to receive and process CEF Course Applications.
- 1.3 The Office of the Continuing Education Fund (“**OCEF**”) under the Working Family and Student Financial Assistance Agency is responsible for the administration of the CEF, including processing of reimbursement claims of course fees by course participants.
- 1.4 For the purpose of this Guide, LWB and OCEF are referred to below individually as “**Authority**” and collectively as “**Authorities**”.
- 1.5 Course providers of reimbursable courses under the CEF are required to comply with the terms and conditions as defined in SLW’s letter to course provider approving the registration or renewal of registration of the course as a reimbursable course under the CEF (“**Letter of Approval**”), including those terms and conditions in the CEF Proforma enclosed with the Letter of Approval (collectively referred to as “**CEF Terms**” or “**terms and conditions of the CEF**”). The CEF Terms are further defined in clause 1 of the CEF Proforma enclosed with the Letter of Approval (a sample at **Appendix 2**) and to be updated from time to time without prior reference or notification.
- 1.6 This Guide (in the version issued on 30 December 2024) supersedes any earlier version of the Guide and comes into effect on the date it is issued. Any references to this Guide shall mean this Guide in the version issued on 30 December 2024.
- 1.7 This Guide contains the eligibility requirements, procedures and timeframe for application for registration or renewal of registration of reimbursable courses under the CEF by non-self-accrediting course providers. It also gives an overview of the post-registration compliance requirements that course providers must comply with through the validity period of the registration of the courses under the CEF.
- 1.8 In case of enquiry, course providers may contact LWB at [enquiry@cef.gov.hk](mailto:enquiry@cef.gov.hk) or at 9865 0769.

## 2. Registration of Reimbursable Course

### Eligibility Requirements

- 2.1 To be eligible for registration of reimbursable courses under the CEF, course providers and the courses under application must satisfy the following requirements (as set out below in sub-paragraphs A and B respectively) as at the time of application and throughout the validity period of the registration of the courses under the CEF. Course providers must demonstrate compliance with supporting evidence and provide all relevant information (including but not limited to the information listed below) as requested by LWB. The eligibility requirements are also applicable to renewal of registration of reimbursable course under the CEF unless specified otherwise.

#### **A. Eligibility Requirements on Course Providers**

##### **(i) Legal status**

A course provider must be a legal person capable of suing and being sued, incorporated in and maintains an administrative venue and one or more teaching venue(s) in Hong Kong compliant with all applicable laws and regulations.

##### **(ii) Responsible Person and Course Director(s)**

A course provider must show to the satisfaction of SLW that the Responsible Person and Course Director(s) are fit and proper for taking up these roles.

##### **(iii) Experience in Course Delivery**

A course provider must have at least two years of continuous experience in delivering similar course(s) to adult learners (i.e. aged 18 or above) immediately prior to the application of CEF Registration.

##### **(iv) Past Performance Record**

A course provider must not have any course which is being suspended or has been de-registered from the CEF within one year prior to the date of the application of CEF Registration, whether of the same course or another different course.

In addition, a person who is the Responsible Person or a Course Director at the time when a course is suspended or de-registered (or one year prior to such de-registration) must not be or continue to be a shareholder or director or partner or sole proprietor or Responsible Person or Course Director of the course provider.

Even if the one-year period as mentioned above has lapsed since the de-registration, the

course provider must still demonstrate that it is fit and proper<sup>1</sup> to offer CEF Courses despite its past non-compliance record with the terms and conditions of the CEF and the gravity of the breaches which led to the past de-registration.

#### **(v) Teaching Premises and Out-of-classroom Activities**

A course provider must possess (a) valid Certificate of Fire Service Installations and Equipment issued by a Fire Service Installation Contractor registered under the Fire Services (Installation Contractors) Regulations (Cap. 95A), (b) valid public liability insurance issued by an authorised insurer under the Insurance Ordinance (Cap. 41), and (c) valid certificate(s) of insurance for out- of-classroom activities delivered within or outside of Hong Kong (if any). Both (a) and (b) shall be in relation to all teaching premises.

#### **(vi) Complaint Handling Mechanism**

A course provider must set up a complaint handling mechanism which clearly indicates the available channels for course participants to file their complaints relating to the CEF Course, timeline for handling complaints and procedures for reporting back the follow-up actions to the complainants. The details of such mechanism should be easily accessible by course participants and provided to them in writing upon request. A course provider must also maintain a complaint log and keep the documents concerned for inspection upon request by the Authorities.

A course provider shall encourage all course participants to report to the course provider through the complaint handling mechanism any act or activity relating to the CEF Course(s) it offers that is / are suspected to have contravened any National Security Law or to be contrary to the interest of national security. The course provider shall ensure the complaint handling mechanism promptly receives and notifies the responsible party(ies) of the course provider of such report. The course provider shall also immediately report to the relevant law enforcement agencies upon receipt of any such complaint or report.

#### **(vii) Learner Records and Documentation Management**

A course provider must have effective systems and procedures in place to ensure integrity, security, accuracy and currency of their records.

#### **(viii) Capability of Compliance**

A course provider is required to demonstrate capability to comply with the terms and conditions of the CEF, including but not limited to the requirements on safeguarding

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<sup>1</sup> In deciding whether a course provider, a Responsible Person or a Course Director is fit and proper, the Authority may consider all relevant factors including but not limited to (a) the past compliance record of the relevant persons of the CEF Terms or compliance record of a CEF Course which he or she served as the Responsible Person or Course Director; (b) the financial status of the course provider (e.g. in the case of an individual, whether the person is an undischarged bankrupt or is the subject of any bankruptcy proceedings, and in the case of a legal person, whether it is in liquidation or is the subject of a winding up order, or there is a receiver appointed in relation to it); (c) whether the person has failed to comply, or, in the opinion of the Authority, may be unable to comply, with any other applicable legal or regulatory requirements; and / or (d) whether the person has been convicted, in Hong Kong or elsewhere, of an offence for which it was necessary to find that the person had acted fraudulently, corruptly or dishonestly.

national security as set out in the CEF Proforma at **Appendix 2**.

## **B. Eligibility Requirements on Courses**

Courses may be registered as “Eligible Face-to-face Courses” or “Eligible Online Courses” depending on the proportion of face-to-face and online hours of teaching and learning. Courses with teaching and learning activities conducted primarily in face-to-face mode and fulfilling the eligibility requirements as set out in **sub-paragraphs (i) to (xi)** below may be registered as “Eligible Face-to-face Courses”. Courses conducted in a hybrid face-to-face and online mode and fulfilling the additional eligibility requirements as set out in **sub-paragraph (xii) to (xxi)** below may be registered as “Eligible Online Courses”.

### **(i) Self-financing Courses**

Only self-financing courses are eligible for registration as a CEF course.

### **(ii) Accreditation Status**

The course must be, and must continue to be throughout the validity period of the registration of the course under the CEF, an accredited course or part of an accredited course<sup>2</sup> registered with the Qualifications Register (“QR”).

### **(iii) Admission Requirements**

The admission requirements of the course must be stated in clear and quantifiable terms with regard to the level of language proficiency, prior academic qualification and / or working experience, etc. as may be applicable to the course<sup>3</sup>.

### **(iv) Course Content**

Teaching topics and the corresponding contact hours (face-to-face and / or online teaching-and-learning hours) must be clearly presented in the sequence of delivery.

A course registered with the QR under the Area of Study and Training “A08 Languages and Related Studies” and whose learning outcomes intend to enhance the language proficiency in terms of listening, speaking, writing or reading (including language skills for workplace or real-life applications and skills in cultural aspects of communication) will be regarded as a “Language Proficiency Course”. A Language Proficiency Course, except Written Chinese and Sign Language, must lead to any one of the benchmark tests or examinations<sup>4</sup>. The course content must specify the

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<sup>2</sup> Individual module or a combination of modules (except for Specification of Competency Standards (SCS) / Specification of Generic (Foundation) Competencies (SGC) based courses) may also be submitted for CEF Registration as a standalone CEF Course.

<sup>3</sup> General statements, such as “Completion of secondary school education, some proficiency in English, and / or some working experience preferably in related fields”, should be avoided. It should be clearer to state, for example, “Minimum of Level 3 for English Language and Level 2 for any other two subjects in HKDSE; plus minimum of 1 year of full-time working experience in accounting”.

<sup>4</sup> Examples of language benchmark tests or examinations are available on the OCEF website ( [https://www.wfsfaa.gov.hk/en/ce/cef/benchmarks\\_test.php](https://www.wfsfaa.gov.hk/en/ce/cef/benchmarks_test.php) ) for reference. Course providers may propose other benchmark tests or examinations with justifications subject to the approval by LWB. If no appropriate benchmark tests or examinations are available in

attainment level of the test / examination, which should be commensurate with the intended learning outcomes.

**(v) Contact Hours**

All “Eligible Face-to-face Courses” and “Eligible Online Courses” (except for Specification of Competency Standards (“**SCS**”) / Specification of Generic (Foundation) Competencies (“**SGC**”) based courses<sup>5</sup>, Language Proficiency Courses and courses on Interpersonal and Intrapersonal Skills for the Workplace (“**IISW**”)) must comprise at least 30 contact hours in total (face-to-face and online teaching-and-learning hours inclusive), which exclude hours for examination, assessment, self-study hours and other similar activities without interactive experiences / elements (such as pre-recorded lectures).

“Eligible Face-to-face Courses” shall comprise no more than 10 online teaching-and-learning hours or 10% of the total contact hours of the course, whichever lower.

For “Eligible Online Courses”, please also refer to **sub-paragraph (xii)** below.

Language Proficiency Courses and IISW courses must meet the following requirements:

<b>Language and IISW courses</b>	<b>Minimum contact hours</b>
(a) English	90
(b) Putonghua	60
(c) Written Chinese	60
(d) French, German, Italian and Russian	110
(e) Japanese and Spanish	120
(f) Korean	100
(g) Sign Language	45
(h) Other languages	60
(i) IISW	40 (including at least two blocks of 16 hours with overnight stay)

**(vi) Class Size**

The course should be subject to a reasonable maximum class size.

**(vii) Course Assessment**

The course should comprise suitable assessment item(s) (with the respective weighting(s) forming part of the overall mark / grade of the course to be stated in the application).

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Hong Kong, LWB may exempt a particular Language Proficiency Course from meeting the requirement of benchmark test or examination. In such cases, the burden of proof is rested with the course providers

<sup>5</sup> Please refer to the website of the Qualifications Framework (“**QF**”) (<http://www.hkqf.gov.hk/>) for more information on SCS-based and SGC-based courses.

For “Eligible Online Courses”, please also refer to **sub-paragraph (xix)** below.

**(viii) Course Completion Requirements and CEF Reimbursement Requirements**

The course completion requirements, including the overall passing mark / grade and attendance requirement, must be stated in quantifiable terms and in compliance with the reimbursement requirements under the CEF as set out in the following paragraph.

Course providers should note that CEF course participants must have successfully completed the CEF Course to apply for reimbursement of course fees under the CEF. Successful completion of a course means that the course participant must have attended at least 70% of the total contact hours of the course or such higher attendance requirement as prescribed for the course, and attained an overall mark of at least 50% or such higher overall passing mark / grade as prescribed for the course.

For “Eligible Online Courses”, please also refer to **sub-paragraph (xx)** below.

**(ix) Proof of Completion**

Course participants shall be provided with documentary proof<sup>6</sup> upon completion of the course.

**(x) Course Fee**

While a course provider is allowed to include activities of the course that are delivered outside of Hong Kong, the course tuition fee must only cover the part of the course that is delivered in Hong Kong and such activities outside of Hong Kong should be charged separately from the tuition fee. The tuition fee should not cover other expenses, including fees for external examinations, application fees and materials fees, or any other fees not reasonably necessary for the purpose of or incidental to the delivery of the CEF Course. The Authorities will be the final arbitrator in this regard as to whether certain proposed expense qualifies as such and may be covered in the tuition fee. The course provider is required to provide information concerning the charging of proposed expenses for the Authorities’ determination.

For “Eligible Online Courses”, please also refer to **sub-paragraph (xxi)** below.

**(xi) Course Personnel**

The appointment criteria of Course Director(s) and Course Instructor(s) must be reasonably commensurate with the nature and complexities of responsibilities to be taken on and stated in quantifiable terms<sup>7</sup>.

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<sup>6</sup> Documentary proof of completion of the course may include official transcript, certificate of completion, letter of completion, etc. from the course provider certifying that the course participant has completed the course.

<sup>7</sup> General statements, such as “A post-secondary qualification and substantial working experience”, should be avoided. It should be clearer to state, for example, “A higher diploma / associate degree or above plus minimum 10 years of full-time working experience”.

The Course Director(s) to be appointed in relation to each course<sup>8</sup> shall be responsible for the overall management and quality of the course. The Course Director should possess relevant experience in course management.

The Course Instructor(s) to be appointed in relation to each course shall be responsible for the provision and delivery of the course as may be expected from a person who is an expert in providing and delivering courses of a kind similar to the course.

The course provider should ensure each of the Responsible Person(s), Course Director(s), Course Instructors, and each of your employees, agents and sub-contractors (whether or not he / she is involved in a CEF Course) shall acquire a correct understanding of and comply with the National Security Law. Please refer to Clauses 30 to 32 of the CEF Proforma.

#### **Additional Eligibility Requirements on “Eligible Online Courses”**

In addition to the eligibility requirements set out in **sub-paragraph (i) to (xi)** above, “Eligible Online Course” must fulfill the additional eligibility requirements set out in **sub-paragraph (xii) to (xxi)** below.

##### **(xii) Proportion of Online Teaching and Learning hours**

The contact hours conducted in online mode should constitute at most 50% of the total contact hours of the course (online and face-to-face inclusive). Course provider must clearly indicate the hourly breakdown of course content including the teaching topics and the corresponding face-to-face and / or online contact hours. In addition, all teaching and learning hours with hands-on-work and practical elements<sup>9</sup> must be conducted in face-to-face mode.

Exceptional approval on a case-by-case basis may be granted for a maximum of 75% of the total contact hours to be conducted in online mode, if the course provider can substantiate that the course is designed mainly for theoretical training and does not involve considerable hands-on-work and practical elements. Course provider should provide the following information for assessment:

- The intended learning outcomes of the course;
- Details of all learning and teaching activities; and
- Details of all assessment methods and course completion requirements.

In assessing whether the “Eligible Online Course” mainly involves theoretical training and is hence eligible for exceptional approval, the assessment on the three sets of

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<sup>8</sup> It is permissible that the same Course Director be appointed for more than one CEF Course.

<sup>9</sup> Hands-on-work and practical elements refer to teaching and learning sessions on technical practice, equipment operation, laboratory testing, experiment, on-site and outdoor visit / field study, simulation, etc. which have to be delivered in face-to-face mode for the attainment of intended learning outcomes.

information mentioned in the preceding paragraph will be guided by the criteria below:

- 75% or more of the course content should focus on the delivery of knowledge, principle or concept; and
- The learning and teaching activities which involve practical or skill-based teaching and training should constitute 25% or less of the course content.

**(xiii) Authentication Mechanism**

The course provider should put in place an authentication mechanism which should be demonstrably reliable and capable of authenticating and certifying the identity, attendance and learning progress of each course participant. To substantiate the reliability and capability of the authentication mechanism, course provider should provide the following for assessment:

Information to be provided by course providers	Assessment criteria
<ul style="list-style-type: none"> <li>▪ Information on how each course participant will be informed of a unique login account and the relevant know-how information for logging in to the online course, such as step-by-step instructional information on how to log in to the relevant e-learning platform in writing, demonstration video or other means with comparable effect;</li> <li>▪ A template of how each course participant will be informed of an individual login account.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Each course participant will be assigned with a designated unique login account with designated security features to identify a course participant;</li> <li>▪ Clear instructional information is available to facilitate the logging in to the online course.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Information on the recognition methods to be adopted for authentication of course participants' identities (e.g. biometric techniques such as image recognition or capture, fingerprint recognition, typing behaviour recognition software; token-based authentication, two-factor authentication, etc.);</li> <li>▪ The planned authentication procedures to be implemented.</li> </ul> <p>Note: The course provider must</p>	<ul style="list-style-type: none"> <li>▪ A reliable recognition method is to be adopted for authentication of course participants' identities;</li> <li>▪ A planned authentication procedure should be coherent and reliable for implementation;</li> <li>▪ The reliability / accuracy rate of the system is an important factor for consideration.</li> </ul>

Information to be provided by course providers	Assessment criteria
observe the Personal Data (Privacy) Ordinance (Cap. 486) in the collection of data, and clearly document and communicate to all course participants the relevant data privacy policy. Please see also (xvii) Security Policy below.	
<ul style="list-style-type: none"> <li>▪ A template of authentication record to be adopted to prove that the course participant has attended the class / assessment online and in person, such as through signatures / image recognition / fingerprint recognition of individual course participants, system generated records that capture on-site attendance via clock-in and clock-out attendance.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A proper and reliable record must be kept to prove the individual attending the relevant class(es) / assessment activities (online and in person) is the same course applicant.</li> </ul>

**(xiv) Record-keeping System for the Authentication Mechanism**

The course provider should put in place a record-keeping system which can maintain the authentication and attendance records completely, accurately and securely; and enable the Authorities (including the authorised agent(s) acting on their behalf) to obtain the identification, authentication, attendance and other relevant records. To substantiate the reliability and capability of the record-keeping system, the course provider should provide the following for assessment:

Information to be provided by course providers	Assessment criteria
<ul style="list-style-type: none"> <li>▪ Information on the record-keeping system to be adopted. The record can be kept in hardcopy and / or softcopy and / or computer log or any other electronic format.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The information provided should demonstrate that the record-keeping system to be adopted is capable of maintaining the authentication of attendance records and other required records completely, accurately and securely for post-registration inspection, reimbursement and other purposes relating to the administration of the CEF.</li> </ul>

**(xv) Information Technology infrastructure**

The course provider should provide information on the Information Technology (IT) infrastructure to be adopted for delivering IT services and solutions for the delivery of the online course(s), including the hardware, software, networking components, operating system (“OS”), data storage, etc. The course provider should provide the following for assessment:

Information to be provided by course providers	Assessment criteria
<ul style="list-style-type: none"><li>Information on the OS to be adopted;</li><li>List of devices that can run the OS to be adopted.</li></ul>	<ul style="list-style-type: none"><li>The OS to be adopted should be user-friendly for most mainstream devices, such as Apple mac OS, Microsoft Windows, Google's Android OS, Linux Operating System, and Apple iOS, etc.</li></ul>
<ul style="list-style-type: none"><li>Information on the data storage system to be adopted;</li><li>List of user / management accounts for viewing the database system and the corresponding controls.</li></ul>	<ul style="list-style-type: none"><li>The data storage system to be adopted is secure and capable of protecting personal data of individual course participants.</li></ul>
<ul style="list-style-type: none"><li>Information on the manpower resources to be deployed for the operation and maintenance of the IT infrastructure;</li><li>The Curriculum Vitae of the staff to be deployed for the operation and maintenance of the IT infrastructure.</li></ul>	<ul style="list-style-type: none"><li>The manpower resources to be deployed are sufficient and qualified for operating and maintaining the designated IT infrastructure of the online course.</li></ul>

**(xvi) Accessibility**

The course provider should provide details of the accessibility of the online course to ensure every course participant can have access to, perceive, and navigate course content and assignments; submit assignments; and successfully use all course materials and tools at all times. The course provider should provide the following for assessment:

<b>Information to be provided by course providers</b>	<b>Assessment criteria</b>
Information on the features of the accessibility of the online programme, such as: <ul style="list-style-type: none"> <li>▪ The platform and device for accessing the online programme;</li> <li>▪ Other compatible features.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sufficient and user-friendly features are in place to support the delivery of the online course.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Information on how course participants can have access to, perceive, and navigate course content and assignments; submit assignments; and successfully use all course materials and tools of the online course;</li> <li>▪ Information on the online learning platform to be adopted for the online course and other compatible option(s).</li> </ul>	<ul style="list-style-type: none"> <li>▪ All course participants of the online course are informed of the accessibility details.</li> </ul>
Information on the support available for course participants to access the online course, such as: <ul style="list-style-type: none"> <li>▪ Online supporting facility;</li> <li>▪ Telephone enquiry system;</li> <li>▪ Training workshop.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sufficient support is available for course participants to access the online course.</li> </ul>

**(xvii) Security Policy**

<b>Information to be provided by course providers</b>	<b>Assessment criteria</b>
Information on the plan for prevention and remediation of hacking, such as: <ul style="list-style-type: none"> <li>▪ Security level information (e.g. system security audit outcomes);</li> <li>▪ Recovery methods and plan with expected recovery time.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The security policy must contain appropriate measures and procedures for ensuring security and recovery upon hacking incidents.</li> </ul>
Information on the plan for prevention and remediation of data breach, such as: <ul style="list-style-type: none"> <li>▪ Data privacy and security policy;</li> <li>▪ Measures on remediation of data breach.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The security policy must contain appropriate measures and procedures for ensuring data security and remediation upon breaching incidents.</li> </ul>

<b>Information to be provided by course providers</b>	<b>Assessment criteria</b>
<p>Information on:</p> <ul style="list-style-type: none"> <li>▪ How course participants will be informed of the security policy, particularly in relation to collection of personal data, such as personal biometric records, personal credentials stored for authentication purposes, etc.;</li> <li>▪ How consent will be collected from individual course participants regarding the storage of personal data.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The course participants will be well aware of the kinds of personal data to be stored by the course provider for authentication purposes;</li> <li>▪ Relevant consent to the storage of personal data is to be properly collected from individual course participants.</li> </ul>

**(xviii) Contingency Plan**

<b>Information to be provided by course providers</b>	<b>Assessment criteria</b>
<p>The contingency plan for the delivery of online courses should include information on how to handle emergency situations, such as:</p> <ul style="list-style-type: none"> <li>▪ System break down, anticipated and unforeseen, before commencement of individual classes and in the midst of course delivery inclusive;</li> <li>▪ Communication procedures with course participants.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Clear guidelines and procedures are in place for responsible staff members in handling the relevant situations;</li> <li>▪ All course participants affected are well informed of the contingency arrangements.</li> </ul>

**(xix) Course Assessment**

Course provider must arrange all parts of the final assessment / examination of “Eligible Online Courses” invigilated / proctored and to be attended by course participants in person. The total weighting of all parts of the final assessment / examination should weigh at least 30% of the final mark / grade.

**(xx) Attendance Requirement**

Course participants should attend teaching and learning activities conducted in online mode online, and all parts of the final assessment / examination in person. Course provider should provide the following to substantiate that an appropriate policy is in place and present records for post-registration inspection:

Information to be provided by course providers	Assessment criteria
<ul style="list-style-type: none"> <li>The attendance policy stipulated for online course(s), such as late arrival for more than 15 minutes will be regarded as absence.</li> </ul>	<ul style="list-style-type: none"> <li>The attendance policy should be able to maintain the validity and relevance of course participants' attendance collected.</li> </ul>
<ul style="list-style-type: none"> <li>A template of attendance register.</li> </ul>	<ul style="list-style-type: none"> <li>The attendance register must clearly capture the allocation of contact hours (face-to-face and online inclusive).</li> </ul>
<ul style="list-style-type: none"> <li>A template of system generated report for showing participants' attendance record for online hours.</li> </ul>	<ul style="list-style-type: none"> <li>The system generated report must clearly capture the information of participants and their online hours attended.</li> </ul>

**(xxi) Course Fee**

Tuition fee of "Eligible Online Course" should not be set at levels exceeding those of comparable "Eligible Face-to-face Course(s)" by the same course provider. An "Eligible Online Course" will be treated as comparable to another course if both courses have one or more of the following characteristics in common: (a) course titles, (b) key area of study and training or SCS-based or SGC-based under the QR, (c) QF level, (d) admission requirements, (e) course outline, (f) contact hours, (g) assessment items, or (h) qualifications awarded. The Authorities will be the final arbitrator in this regard as to whether the tuition fee of "Eligible Online Course" exceeds those of comparable "Eligible Face-to-face Course(s)" by the same course provider.

A course provider of "Eligible Online Course" shall provide a rebate equivalent to 10% of the tuition fee of the course (subject to a ceiling of HK\$1,500) to all course participants who (i) have successfully completed the course; (ii) have been reimbursed parts of the tuition fee paid for the course under the CEF; and (iii) submit the request for rebate presenting all necessary documentary proof within three months after the approval of his / her reimbursement claim of course fees under the CEF. The amount of tuition fee based on which the subsidy amount is calculated shall be adopted for the calculation of the rebate subject to the ceiling as aforesaid. The course provider shall provide the rebate to an eligible course participant in full within three months after receiving the course participant's request for rebate. Details are set out in **Annex III to Appendix 2**.

## Procedures for Registration of Reimbursable Course

- 2.2 Course providers who wish to register their courses as reimbursable courses under the CEF have to submit their applications to LWB via the designated CEF e-Platform (<https://www.cef.gov.hk>). A flow chart showing the steps is at **Appendix 1**.
- 2.3 Course providers are required to upload the following documents through the CEF e-platform in the application:
- Latest Accreditation Report(s) of the CEF course(s) under application issued by Hong Kong Council for Accreditation of Academic and Vocational Qualifications;
  - CV(s) of each Course Director(s) and Course Instructor(s);
  - Guidelines(s) on the complaint handling mechanism;
  - Existing or proposed teaching materials (if any);
  - Existing or proposed publicity materials such as course brochure / leaflet and other promotional materials (if any);
  - Valid certificate(s) of insurance for out-of-classroom activities delivered within or outside Hong Kong (if any);
  - Valid public liability insurance issued by an authorised insurer under the Insurance Ordinance (Cap. 41);
  - Valid Certificate of Fire Service Installations and Equipment (F.S.251) issued by Fire Service Installation Contractor registered under the Fire Services (Installation Contractors) Regulations (Cap. 95A).
- 2.4 After submission of application for registration of reimbursable course via the CEF e-platform, course providers are required to submit hard copies of the following documents by post to LWB within one week, and ensure that the application number is quoted on all documents:
- Original duly signed Undertaking and Declaration by the Responsible Person with Company Chop;
  - Photocopy of the identity document (either the Hong Kong Identity Card or passport pages with full name, passport number and photo) of each Course Director.

## Timeframe for Processing the Application

- 2.5 The processing of any new applications normally takes 60 calendar days from receipt of all required information from the course providers. A longer period may be required if it is necessary to clarify and request further information from the course provider. LWB (including its agent) reserves the right to request for additional documents and information from course providers at any time.
- 2.6 In case where the course providers fails to provide all required information within reasonable timeframe, the application for registration of reimbursable course may be rejected.

## Outcome of the Application

- 2.7 LWB will determine whether the course is suitable for registration as reimbursable course under the CEF having regard to the eligibility of the course provider / the course. LWB will notify the course provider of the result of the application in writing. The possible outcomes of an application for registration of reimbursable course are:
- Approval;
  - Non-approval with reasons;
  - Rejection.
- 2.8 The validity period of registration of reimbursable course under the CEF is four years, commencing from and including the date of the Letter of Approval, and expiring on and including the earliest of the following dates: (i) the date on which the CEF Course is de-registered or suspended under the CEF Terms; (ii) the date on which the registration of the CEF Course on the QR ceases to have effect; (iii) the date on which the CEF Registration is otherwise terminated under any of the CEF Terms; and (iv) the end date of the validity period specified in the Letter of Approval.

### **Objection to the Assessment**

- 2.9 If a course provider feels aggrieved by the assessment outcome, he or she may raise an objection containing sufficient information concerning the alleged grounds for its objection to the assessment to SLW in writing within 45 calendar days after the date of the notice of assessment.
- 2.10 Provided the objection contains all relevant information, an officer who is at least one rank higher than the one who made the decision will personally examine the objection submitted by the course provider and inform the course provider of the decision in writing within 90 calendar days from the date of receipt of the written objection. Objections not raised in accordance with paragraph 2.9 above will not be considered.

### 3. Renewal of Registration of Reimbursable Course

- 3.1 Renewal of registration of reimbursable course under the CEF is required, such that the course can continue to be included in the list of reimbursable courses under the CEF upon expiry of the validity period of the registration of the course.

#### Procedures for Renewal of Registration of Reimbursable Course

- 3.2 Course providers who wish to renew registration of reimbursable courses under the CEF have to submit their applications to LWB via the designated CEF e-Platform (<https://www.cef.gov.hk>). A flow chart showing the steps is at **Appendix 1**.
- 3.3 The eligibility requirements for renewal of registration of reimbursable course are the same as those of registration of reimbursable course unless specified otherwise (see paragraph 2.1 above).
- 3.4 Course providers should apply for renewal of registration of reimbursable course at least 2 months before the expiry date of the validity period of the registration of the course under the CEF.
- 3.5 If course providers fail to complete the renewal of registration of reimbursable course by the expiry date, the CEF Registration will automatically lapse and the course will be removed from the list of reimbursable courses under the CEF. Subsequent registration of expired CEF Courses will be treated as new application for registration.
- 3.6 Any course that has accumulated, under the Penalty Points System (as set out **Annex II to Appendix 2**), 25 penalty points or more within any period of four years is not eligible for renewal of registration. If a course provider was required to submit an enhancement plan due to the accumulation of 10 penalty points under the Penalty Points System since the registration of the course concerned was last approved or renewed, the course provider must demonstrate that the enhancement plan has been fully implemented, or otherwise the application of renewal of registration of reimbursable course maybe rejected.

#### Timeframe for Processing the Applications

- 3.7 The processing of any new applications normally takes 60 calendar days from receipt of all required information from the course providers. A longer period may be required if it is necessary to clarify and request further information from the course provider. LWB (including its agent) reserves the right to request for additional documents and information from course providers at any time.
- 3.8 In case where the course providers fails to provide all required information within reasonable timeframe, the application for renewal of registration of reimbursable course may be rejected.

## Outcomes of the Applications

3.9 LWB will determine whether the course is suitable for renewal of registration as reimbursable course under the CEF having regard to the eligibility of the course provider / the course, the past compliance record and other relevant factors. LWB will notify the course provider of the result of the application in writing. The possible outcomes of an application for renewal of registration of reimbursable course are:

- Approval;
- Non-approval with reasons;
- Rejection.

The validity period of renewal of registration of reimbursable course under the CEF is four years, commencing from and including the date of the Letter of Approval, and expiring on and including the earliest of the following dates: (i) the date on which the CEF Course is de-registered or suspended under the CEF Terms; (ii) the date on which the registration of the CEF Course on the QR ceases to have effect; (iii) the date on which the CEF Registration is otherwise terminated under any of the CEF Terms; and (iv) the end date of the validity period specified in the Letter of Approval.

## Objection to the Assessment

- 3.10 If a course provider feels aggrieved by the assessment outcome, he or she may raise an objection containing sufficient information concerning the alleged grounds for its objection to the assessment to SLW in writing within 45 calendar days after the date of the notice of assessment.
- 3.11 Provided the objection contains all relevant information, an officer who is at least one rank higher than the one who made the decision will personally examine the objection submitted by the course provider and inform the course provider of the decision in writing within 90 calendar days from the date of receipt of the written objection. Objections not raised in accordance with paragraph 3.10 above will not be considered.

## 4. Amendment to Course Specifications of Reimbursable Course

- 4.1 Course providers are required to seek approval from LWB for proposed amendment(s) to any of the specifications of CEF Course. No amendment should be implemented before receiving the written approval from LWB. Unauthorised change(s) made to a reimbursable course under the CEF will be considered as non-compliance with the CEF Terms. Specifications of the course are further defined in clause 7 of the CEF Proforma at **Appendix 2**.

### Procedures for Amendment to Course Specifications

- 4.2 Course providers who wish to amend course specifications of reimbursable course under the CEF should submit application to LWB via the designated CEF e-Platform (<https://www.cef.gov.hk>).
- 4.3 Course providers should submit completed application for amendment to course specifications of reimbursable course and supporting documents via the CEF e-Platform.

### Timeframe for Processing the Applications

- 4.4 The processing of any amendment applications normally takes 60 calendar days from receipt of all required information from the course providers. A longer period may be required if it is necessary to clarify and request further information from the course provider. LWB (including its agent) reserves the right to request for additional documents and information from course providers at any time.
- 4.5 In case where the course providers fails to provide all required information within reasonable timeframe, the application for amendment to course specifications of reimbursable course may be rejected.

### Outcomes of the Applications

- 4.6 LWB will determine whether to approve the proposed amendment(s) to course specifications of reimbursable course. LWB will notify the course provider of the result of the application in writing. The possible outcomes of an application for amendment to course specifications of reimbursable course are:
- No objection to the proposed amendment(s);
  - Non-approval with reasons;
  - The entire course should be re-registered as the proposed amendment(s) is / are substantial.

## 5. Post-registration Compliance Requirements

### Proforma Terms and Conditions

- 5.1 Upon obtaining the approval of the Authority in relation to registration or renewal of registration of reimbursable course under the CEF, course providers are required to comply with the CEF Terms. The Authority reserves all rights to from time to time make changes to the CEF Terms including this Guide and the terms and conditions set out in the Letter of Approval.

### Requirements from the Office of the Continuing Education Fund (OCEF)

- 5.2 The OCEF is responsible for the administration of the CEF, including processing applications from eligible CEF applicants for reimbursement of tuition fees they paid for attending courses registered as CEF Courses, subject to the ceiling and co-payment ratios of tuition fees<sup>10</sup>. Course providers are required to observe the following requirements from OCEF:
- (i) Course providers will be required to certify within a specified timeframe on OCEF's E- certification Portal for CEF Course Providers (eCP) that (a) the CEF applicant concerned has successfully completed the course by attending at least 70% of the total contact hours of the course (or such higher attendance requirement as prescribed for the course, whichever applicable); and (b) the CEF applicant concerned has met the CEF reimbursement requirement for the course as assessed by whichever method approved by SLW (including any examination and / or assignment, based on approved weighting), i.e. either 50% or such higher overall passing mark or grade equivalent as prescribed for the course, whichever applicable; and (c) the information submitted by the CEF applicant in respect of the course title, actual amount of tuition fees paid, date of first instalment of tuition fee paid, course commencement date and completion date is correct and complete. For record purpose and certification purpose, course providers must state on each of the tuition fee receipts the date of payment received and the commencement date of the course concerned, and they shall issue documentary proof (please refer to paragraph 2.1(B)(ix) and footnote 6 above) to CEF applicants on their successful completion of the course.
  - (ii) Course providers must also abide by any other conditions set by OCEF from time to time for the purpose of efficient administration of the CEF.

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<sup>10</sup> The subsidy ceiling per person is HK\$25,000 subject to the co-payment ratios, i.e. 80% of the tuition fee (applicable for the first HK\$10,000 subsidy) and 60% of the tuition fee (applicable for the remaining HK\$15,000 subsidy) may be reimbursed. The actual rules of calculation of the reimbursement of subsidy amount to CEF applicants for each course are provided in the website of OCEF.

- (iii) Reimbursement of tuition fees from the CEF will be made in Hong Kong currency. Course providers should collect tuition fees from the CEF course participants in Hong Kong dollars or convert tuition fees collected in foreign currency to Hong Kong dollars on the tuition fee receipts.
- (iv) Unless otherwise exempted in writing on behalf of SLW, course providers are required to collect tuition fees from participants of their CEF Courses by equal monthly instalments. Course providers are prohibited from collecting from such participants the tuition fees for the courses under any other payment schedule.

## Accreditation Status

- 5.3 Course providers must ensure that the course must maintain its valid registration status on QR during the validity period of the registration of the course under the CEF. If the validity period of QR is abridged or no longer valid, the CEF Registration will automatically lapse and the course will no longer be included in the list of reimbursable courses under the CEF.

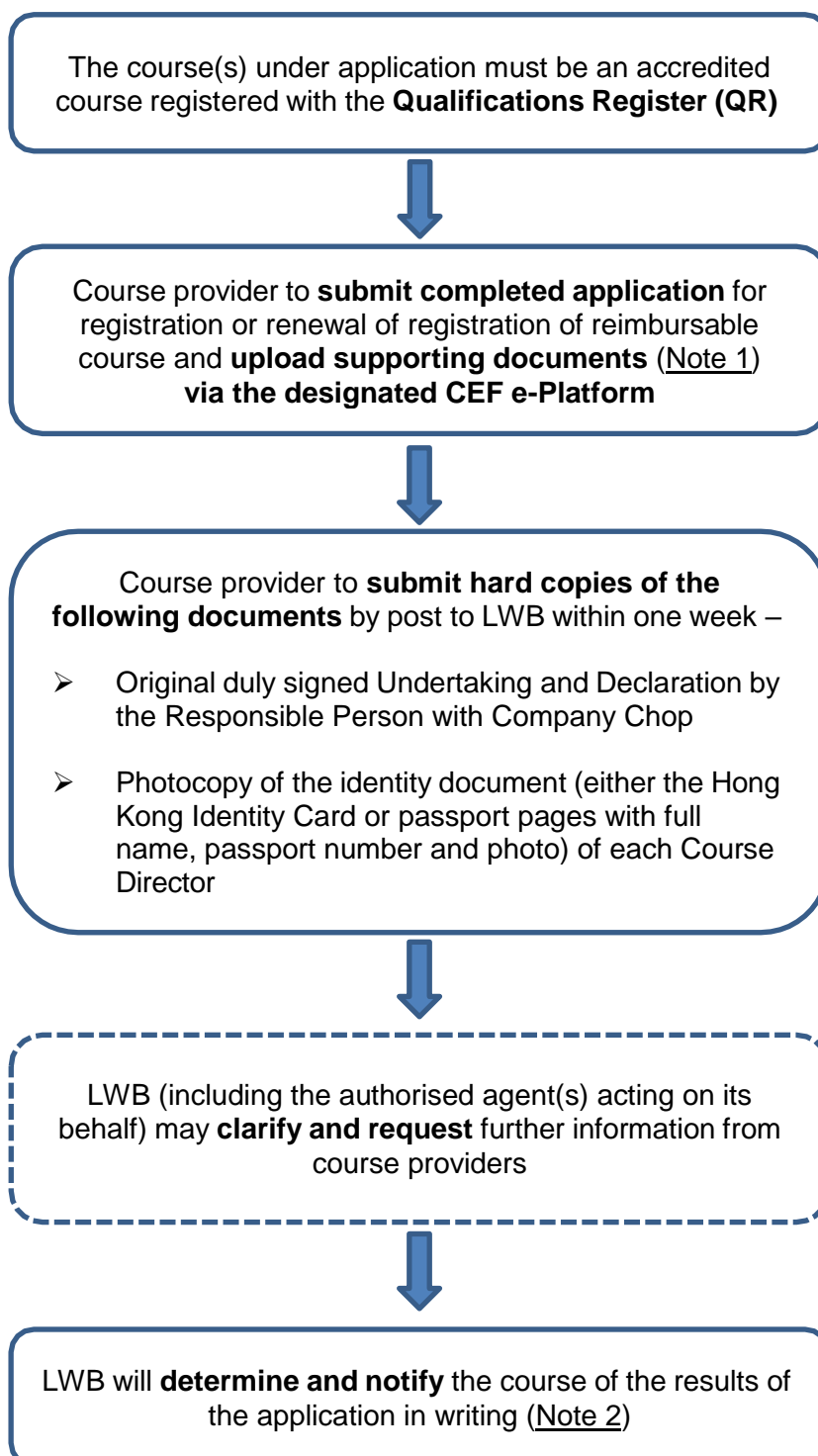
## Inspections

- 5.4 Post-registration onsite inspection(s) which may involve both surprise and scheduled inspections on classes and records kept and maintained by the course providers may be conducted by the Authorities (including the authorised agent(s) acting on their behalf) as deemed necessary. Such exercises are to ascertain whether the course concerned continues to fulfil the CEF Registration requirements, and whether the imposed conditions under the CEF Terms are fulfilled. Both surprise and scheduled inspections may involve class observations by the Authorities (including the authorised agent(s) acting on their behalf), during which the effectiveness of delivery and operation of the courses will be scrutinised. The Authorities (including the authorised agent(s) acting on their behalf) will liaise with course providers as necessary to confirm the relevant arrangements (e.g. date and time) prior to the conduct of scheduled inspections. Where a course is registered as an “Eligible Online Course”, the aforementioned surprise and scheduled inspections may be conducted online. Course providers shall provide ready access and / or access to relevant platforms for such purpose as may be required by the Authorities (including the authorised agent(s) acting on their behalf).
- 5.5 To facilitate the conduct of post-registration onsite inspection visit(s), course providers must keep full and complete records for seven years as stipulated in the CEF Proforma (clause 5 of **Appendix 2**) and documents to demonstrate that the CEF Course is continuously monitored and reviewed for quality assurance purpose. Where a course is registered as an “Eligible Online Course”, the course provider shall maintain the aforementioned records in such manner and format as prescribed by the Authorities and should provide their officers (including the authorised agent(s) acting on their behalf) with access to relevant record keeping system upon request.

## Non-compliance with CEF Terms

- 5.6 The Authority may take regulatory actions including warnings, reprimands, suspension and de-registration against non-compliance with the CEF Terms commensurate with the severity of the non-compliance event. For details, please refer to **Annex II to Appendix 2**.
- 5.7 Where criminal proceedings have commenced against the course provider or its Responsible Person or Course Director (regardless of whether the criminal proceedings relate to any CEF Courses), the Authority may suspend any or all courses conducted by the course provider from their status as CEF Courses by issuing a Notice of Suspension of Registration to the course provider. For details, please refer to **Annex II to Appendix 2**.
- 5.8 A CEF Course may be de-registered or suspended if the course provider fails to comply with any of the CEF Terms, or in other circumstances considered appropriate by the Authority. The examples of the circumstances leading to de-registration or suspension (i.e. a “**non-compliance event**”) and the consequences of occurrence of non-compliance event(s) are listed in **Annex II to Appendix 2**.
- 5.9 Other non-compliance events, depending on their severity, may receive a reprimand or warning in writing from the Authority to the course provider. A warning will accrue 5 penalty points and a reprimand will accrue 10 penalty points. A reprimand will be issued where the non-compliance event may immediately hinder learners’ interest or seriously affect the processing of CEF claims or the quality or delivery of the course concerned. A course provider with accumulation of 10 penalty points within any continuous period of four years shall submit an “enhancement plan” within one month upon the written request from the Authority. Any course with an accumulation of 25 penalty points within any continuous period of four years will be de-registered. The Authority will publish on the CEF website a list of courses which have received a reprimand for public inspection for one year starting from the date when the objection period of the reprimand has lapsed (i.e. 15 days after the issue of the reprimand). For details, please refer to **Annex II to Appendix 2**.

**Flow chart of Registration and Renewal of Registration  
of Reimbursable Course(s)  
under the Continuing Education Fund**



Note 1: Please refer to Sections 2 and 3 of the Guide for the list of supporting documents required.

Note 2: The approval process normally takes 60 calendar days from receipt of all information from the course providers.

**Proforma Terms and Conditions applicable to all courses offered by  
Non-self-accrediting Course Providers Registered as Reimbursable Courses  
under the Continuing Education Fund (“CEF”)**

*Preamble*

- (1) Secretary for Labour and Welfare (“**SLW**”) is the approval authority for registration / renewal of registration of courses as reimbursable courses under the CEF. SLW and officers of Labour and Welfare Bureau (“**LWB**”) acting for SLW may exercise the power to approve the registration, renewal, suspension, de-registration of such courses as well as other administrative matters relating to the operation of such courses. LWB and the Office of the Continuing Education Fund (“**OCEF**”) are referred to below individually as “**Authority**” and collectively as “**Authorities**”.
- (2) Any approval given by SLW for registration or renewal of registration (“**Registration**” or “**CEF Registration**”) of any course provided or operated by you as a reimbursable course under the CEF (“**Course**” or “**CEF Course**”) in SLW’s letter to you (“**Letter of Approval**”) is given on and subject to the terms and conditions set out herein. However, these terms and conditions may from time to time be revised and superseded by those of a new version of the Proforma Terms and Conditions applicable to all courses offered by Non-self-accrediting Course Providers Registered as Reimbursable Courses under the CEF to be issued by LWB. The terms and conditions of new version shall be legally binding on you with effect from a date specified by LWB. With effect from the date so specified, the terms and conditions of the new version shall form part of the Letter of Approval and supersede the terms and conditions of the previous version. Hence:
  - (a) references to “**CEF Proforma**” means (i) the Proforma Terms and Conditions applicable to all courses offered by Course Providers Registered as Reimbursable Courses under the CEF issued by LWB and as revised from time to time; and (ii) if a new version of the “Proforma Terms and Conditions applicable to all courses offered by Non-self-accrediting Course Providers Registered as Reimbursable Courses under the CEF” is issued by LWB, its latest version; and
  - (b) references to the terms and conditions of the CEF Proforma means such terms and condition as revised from time to time.
- (3) Further, references to “**you**” or “**course provider**” and all other cognate expressions shall mean the provider of the Course whose application for Registration was approved under the Letter of Approval.

## **The Terms and Conditions**

1. The Course shall fulfil and meet all the requirements and specifications set out in the documents below:
  - (a) all requirements, directives, instructions, guidelines, notices, or other similar documents as may from time to time be prescribed, issued, or given by the Authority whether specifically to you or generally to all Course Providers;
  - (b) the Letter of Approval and the CEF Proforma (including Annexes I to III);
  - (c) the application for Registration and all supporting documents and revisions submitted by you in connection with your application;
  - (d) all correspondences between you and any of the Authorities (including the authorised agent(s) acting on their behalf) on or before the date of the Letter of Approval; and
  - (e) the “Guide to Registration, Renewal of Registration and Amendment to Course Specification of Reimbursable Courses under Continuing Education Fund (operated by Non-self-accrediting Course Providers)” and as it is from time to time amended (“**Registration Guide**”).

The provisions of all of the above documents (including any revisions to the provisions) are collectively referred to as “**CEF Terms**”. The CEF Terms shall be read so as to be consistent to the fullest extent possible. In case of any inconsistency or conflict between the terms of these documents, the order of precedence shall be as set out above.

- 2a. A CEF Registration shall be valid for a period commencing from and including the date of the Letter of Approval and expiring on and including the earliest of the following dates (“**Validity Period**”):
  - (i) the date on which the CEF Course is de-registered or suspended under the CEF Terms;
  - (ii) the date on which the registration of the CEF Course on the Qualifications Register (“**QR registration**”) ceases to have effect;
  - (iii) the date on which the CEF Registration is otherwise terminated under any of the CEF Terms; and
  - (iv) the end date of the validity period specified in the Letter of Approval.

For each CEF Course, an application for renewal of CEF Registration must be made in good time before the expiry of the Validity Period to ensure that the Course can continue to be included in the list of reimbursable Courses under the CEF.

- 2b. All Course Providers shall obtain QR registration of the course prior to applying for course registration under CEF.
- 2c. You must appoint the person(s) who is / are (i) proposed by you to take up the role of responsible person(s) in the application for CEF Registration of a course, and (ii) accepted by SLW as the responsible person(s) of the CEF Course. A responsible person shall be responsible for overseeing all matters relating to the delivery and operation of CEF Courses, and provision of information to the Authorities (including the authorised agent(s) acting on their behalf) in relation to the CEF Courses and CEF Course participants as and when required. You shall not remove or replace any responsible person appointed pursuant to this paragraph without the prior written approval of the SLW.
- 2d. You must appoint the person(s) who is / are (i) proposed by you to take up the role of course director(s) in the application for CEF Registration of a course, and (ii) accepted by SLW, as the course director(s) of the CEF Course. A course director shall be responsible for managing the delivery of CEF Courses. You shall not remove or replace any course director appointed pursuant to this paragraph without the prior written approval of the SLW.
- 3a. For the avoidance of doubt, the CEF Registration of a CEF Course shall expire at the same time as the expiry of the Validity Period. Course providers should not commence any new classes as reimbursable CEF Courses under the CEF or promote these classes as eligible for reimbursement under the CEF once the Validity Period expires. You are solely accountable for the possible disruption of any course commencement due to late submission of renewal application. You shall continue to run classes of the CEF Courses which have commenced before the date of expiry of the Validity Period for CEF course participants until completion for those CEF course participants who have enrolled prior to such date.
- 3b. You should inform LWB immediately when there is any change in the QR status of any CEF Course on your part, including but not limited to the QR registration number and validity period. In the case when the QR registration of the CEF Course has expired earlier than originally scheduled and is due to the occurrence of any default or event causing the QR registration to be earlier terminated (viz similar to the de-registration of the CEF Registration as contemplated in Annex II to the CEF Proforma), the CEF Registration of the Course will be discontinued and the CEF Course will no longer be included in the list of reimbursable Courses under the CEF on the same day. In addition, the consequences following from such termination are the same as those stated in paragraph 14 of Annex II to the CEF Proforma as in the case of a Formal De-registration save that paragraph 14(g) shall not apply and references therein to Formal De-registration shall mean termination of the QR registration. If the CEF Registration of a CEF Course expires by the above mentioned reason of a premature termination of its QR registration, the Course shall immediately cease to be a CEF Course and be removed from the list of reimbursable CEF Courses. In such event, the Course is deemed to be de-registered under Annex II to the CEF Proforma by way of Formal De-registration. In the case that an appeal

against the decision of the abridgement of the QR registration under the Accreditation of Academic and Vocational Qualifications Ordinance (Cap. 592) overturns the original decision and resumes the relevant QR registration, LWB may consider resuming the CEF Registration of the Course upon written request by the course provider.

4. You must take all reasonable steps to ensure all premises are safe for the purpose of delivering the Course and adequate protection has been taken against all risks including fire and building safety risks. You shall maintain and renew upon expiry of adequate insurance to be written by authorised insurers (within the meaning of that term as set out in the Insurance Ordinance (Cap. 41)) to cover against liabilities arising from deaths and personal injuries of participants of the Course and other persons in the premises where the Course is held and during related out-of-classroom activities delivered within or outside of Hong Kong (if any). Please also take note that the Registration does not exempt you from compliance with all relevant statutory requirements applicable to the Course. You should well acquaint yourself, your employees, agent, consultant or sub-contractor with and conform in all respects to the provisions of any legislation and regulation applicable to the provision of the Course.
5. You shall keep record (in hardcopy and / or in softcopy and / or computer log or in any other electronic format) since the date the relevant record is generated and until seven years after completion of the class(es) concerned of the following in respect of the Course, which should be produced for inspection, and duplicating or photocopying, by the Authorities (including the authorised agent(s) acting on their behalf) from time to time upon request:
  - (a) Evidence of each CEF course participant's compliance with the admission requirements;
  - (b) Teaching materials;
  - (c) Marked assignment completed by each CEF course participant;
  - (d) Assessment results achieved by each CEF course participant;
  - (e) Enrolment by each CEF course participant;
  - (f) Attendance records of the CEF course participants of each class of the Course signed off by the Course Instructors / a delegate of the course provider / administrative staff (including record to show that the CEF course participants having logged in to the relevant online system for attending the Course to be delivered online);
  - (g) Receipts of payment of tuition fees and other monies made by each CEF course participant as well as acknowledgement of receipt of refunds and rebates of the tuition fees of courses with teaching and learning activities conducted in online mode and recognised under the CEF ("**Eligible Online Courses**") to CEF course participants;
  - (h) Course brochure / leaflet, promotion / publicity materials and a log on the distribution of such materials (including the distribution channel(s) adopted, the duration of distribution, etc.);
  - (i) End of Course evaluation forms completed by each CEF course participant;
  - (j) Record of all recruitment agent(s) or sub-contractor(s) appointed to recruit

- participants for the CEF Course;
  - (k) Statements signed by CEF course participants in relation to clauses 17 and 19 below;
  - (l) Complaint log and documents in relation to the complaints received; and
  - (m) Such other records mentioned in other parts of the CEF Terms.
6. You must fully cooperate with the officers of the Authorities (including the authorised agent(s) acting on their behalf) and promptly provide all other information and documents which any one of them may from time to time request for certification and / or verification of CEF applicants' records, inspection and duplicating or photocopying or otherwise for the purposes of administration of the CEF.
7. You shall not effect any change to the Course specifications of a CEF Course throughout the Validity Period of the CEF Course and thereafter up to the completion of all classes which are scheduled to commence before the date of expiry of the Validity Period. Without prejudice to the generality of the foregoing, no changes may be made during the aforesaid period to Course title, contact hours, contents, admission requirements, the responsible person / course directors / course instructors / presenters, assessment requirements, venue, mode of delivery, any licensing, partnership or collaboration arrangement, prescribed passing marks and minimum attendance requirement, tuition fees and other monies payable by CEF course participants without the prior written approval of SLW. Please note that any changes to the specifications of a CEF Course without prior approval is regarded as a non-compliance with CEF Terms and may lead to de-registration or other regulatory actions. You should also inform SLW of any unilateral suspension, cancellation or discontinuation of any CEF Course on your part. In general, applications for retrospective amendments will not be considered, unless in very exceptional circumstances with extremely strong justifications submitted within a reasonable timeframe after the changes have taken effect. In any case, the Authority reserves the right to take action against the unauthorised change even if exceptional retrospective approval were to be granted. You should also note that the refund policy in Annex I to the CEF Proforma may apply as and when appropriate. Nothing herein shall be construed to prejudice the Authorities' power to amend, revise or replace the documents mentioned in clause 1(a) to (e) from time to time. Unless otherwise expressly specified, any approval for any amendment of CEF course(s) which may be given on behalf of SLW should not be construed as a subsequent Letter of Approval for the purposes of determining the Validity Period of a Course.
8. To avoid confusion to the public, promotion of a CEF Course as CEF reimbursable and any enrolment of course participant(s) to the CEF Course should only start after the receipt of the Letter of Approval of the CEF Course. For renewal application, the promotion and enrolment of those classes of the renewal Course which are to commence after the original validity period of the Course should only start after the receipt of the Letter of Approval for that renewal application.
9. Without prejudice to the generality of clause 26(f) below, you shall comply with all the CEF Terms including the requirements set out in paragraph 5.2 of the

Registration Guide and such other requirements and directions from time to time issued by the OCEF concerning the reimbursement by the Government of tuition fees and other monies (or such part thereof) paid by participants of a CEF Course. You agree to the disclosure of the names of your institution as well as your CEF Courses and record of your non-compliance with the CEF Terms to be promulgated on the CEF website or other channels for reference by the public and learners.

10. While a course provider is, upon approval (as stated in the CEF Course information attached to the Letter of Approval, where applicable), allowed to include activities of a CEF Course that are delivered outside of Hong Kong, the CEF Course tuition fees must only cover the part of the CEF Course that is delivered in Hong Kong and such activities outside of Hong Kong should be charged separately from the tuition fees. The tuition fees should not cover other expenses, including any materials not reasonably necessary for the purpose of or incidental to the delivery of CEF Course. SLW will be the final arbitrator in this regard as to whether certain proposed expense(s) qualifies as such and may or may not be covered in the tuition fees. The course provider may from time to time be requested to provide information concerning the charging for SLW's determination. You should ensure that all Course participants are well informed that only the tuition fees as defined above is reimbursable under CEF subject to all applicable restrictions and caps under the CEF Terms.
11. You shall not make or give any gifts, discount, rebates or any other concession or financial inducements of whatsoever form to participants of any CEF Course whether before or after they have enrolled to the CEF Course, or to employers of the participants or any other person in return for such employers or person requiring or inducing participants to apply for the CEF Course. For the avoidance of doubt, "discount" does not include "early bird offer". However, course provider must state clearly in the application for new or renewal of Registration the course fee level and applicable period if "early bird offer" applies.
12. Any form of splitting or sharing of the fees payable by the CEF course participants (including tuition fees and / or other monies) by you, with the CEF course participants, or with the employers of the CEF course participants, or with any other person, in return for such CEF course participants applying to enrol to any CEF Course or attending the CEF Course, or the employers or person of such CEF course participants inducing or requiring the CEF course participants attending the CEF Course, is strictly prohibited.
- 12a. Notwithstanding clauses 11 and 12 above, you shall provide a rebate to CEF course participants who have completed an Eligible Online Course offered by you in accordance with Annex III to the CEF Proforma.
13. Notwithstanding clauses 11 and 12 above, you may hire an agent or sub-contractor to recruit participants for a CEF Course in return for a commission payable by you to that agent or sub-contractor provided that (a) (to the extent applicable) the CEF Terms shall be observed by the agent(s) or sub-contractor(s) as if they were the course provider (including without limitation to clauses 11 and 12 above), and (b)

in addition to the foregoing, you shall be responsible for all acts and omissions of the agent(s) or sub-contractor(s) as if they were your own. You are required to keep a proper record of all recruitment agent(s) or sub-contractor(s) appointed by you for this purpose for the checking by the Authorities (including the authorised agent(s) acting on their behalf). Your agent or sub-contractor must state clearly in its promotion materials / channels that it is engaged by you. Notwithstanding the foregoing, engagement of CEF course participants as recruitment agents is strictly prohibited.

14. In the event that you are found to be in breach of clause 10, 11, 12, 13, 30, 31 or 32, without prejudice to any regulatory action that the Government may take under Annex II herein and to other rights and claims of the Government against you and other parties, you shall, upon the first written demand of LWB, account to the Government the full amount paid by the Government to CEF course participants as reimbursement of all or any part of the tuition fees which they have paid you for the Course to which the breach relates.
15. Only courses which have been approved by SLW to be registered as CEF Courses may be promoted as CEF Courses. You must not promote any other courses or part thereof which are not CEF Courses in a false or misleading manner as if they are CEF Courses. The following wordings for (i) and (ii) must be included in all Course brochures, promotional materials or any other related documents in relation to the Course in the description of the Course:
  - (i)  
**“This course has been included in the list of reimbursable courses under the Continuing Education Fund”**  
“本課程已加入持續進修基金可獲發還款項課程名單內”
  - (ii)  
**“This course / The mother course (*Title of Qualification*) of this module is recognised under the Qualifications Framework (QF Level[ ])”**  
“本課程 / 本單元所屬之主體課程(資歷名稱)在資歷架構下獲得認可(資歷架構第[ ]級)”
16. You shall also comply with the requirement on publication of advertisement under the Guidelines for Advertisements relating to the Qualifications Framework (“QF”), including but not limited to accurately depict the QR registration number and validity period of the relevant QR entry.
17. You shall not operate or promote the CEF Course(s) with other non-CEF courses / programmes / modules offered by your institution or other institution(s) (or give a reasonable person the impression that the CEF Course is part of a package of other non-CEF courses) unless LWB has given prior written approval to you that the course registered under the CEF may become part of a full programme which is not registered under the CEF. Even if approval is granted, you should provide to the course participants the information in writing on which part of the full programme is eligible for CEF reimbursement, and remind them that they are not obliged to take

the full programme for the purpose of CEF reimbursement.

18. You shall ensure all promotion materials of CEF Courses comply with the CEF Terms and in line with the objectives of CEF in encouraging adults to pursue further education by providing them with subsidies for continuing education and training, with a view to facilitating Hong Kong's transition to a knowledge-based economy and adaptation to an increasingly globalized economy.
19. You should provide a statement of consent and acknowledgement for every course participant to sign upon CEF Course enrolment agreeing that his / her personal data and any other information such as those in relation to the application for the CEF Course or any items as stated in clause 5 above will be disclosed to the Authorities (including the authorised agent(s) acting on their behalf) for the purpose of inspection and / or fees reimbursement upon request. Every course participant should also sign a statement of acknowledgement on the arrangement as stated in paragraph 14(j) of Annex II to the CEF Proforma at the time of enrolment.
20. Save to the extent permitted under clause 15 above, you shall not advertise, or hold yourself out as an agent, employee, servant, representative or partner, of the Government; nor imply that the Government is in any way responsible for your acts and / or omissions. LWB shall be entitled to require you to withdraw or cease using any promotional materials which it considers to be inappropriate or undesirable. In particular, unless otherwise permitted under clause 17 above, you may only promote the Course using the course title, in English and / or Chinese, as listed in the Letter of Approval.
21. Where a CEF Course is a language proficiency course, you should ensure that CEF course participants are informed of the requirements set out in the "Continuing Education Fund Guidance Notes for Application [SFO 312]", in particular the requirement to attend benchmark test (where applicable as stated in the CEF Course information attached to the Letter of Approval). The requirement shall be notified to CEF course participants at the time of enrolment and be fulfilled before they make application for tuition fees reimbursement under the CEF.
22. You shall adopt the refund policy at Annex I to the CEF Proforma in relation to tuition fees paid by CEF course participants and ensure that CEF course participants are informed of the refund policy prior to enrolment of a CEF Course.
23. A brochure / leaflet outlining the title, contents, contact hours, QF level as appropriate, tuition fees, fees separately charged for activities of any CEF Course that is delivered outside of Hong Kong (if any), other non-reimbursable fees such as registration fee, textbook and training materials fee, and refund policy in respect of the CEF Course shall be distributed to each course participant upon enrolment. You should also keep a log on the distribution of the brochure / leaflet and other publicity materials (including the distribution channel(s) adopted, the duration of distribution, etc.) for the inspection of any of the Authorities (including the authorised agent(s) acting on their behalf) upon request.

24. Unless otherwise exempted in writing by LWB, you are required to collect tuition fees from such participants of a CEF Course by equal monthly instalments. You are prohibited from collecting from such participants the tuition fees for the Course under any other payment schedule. Tuition fee receipt which states the date of payment received, number of instalment and the commencement date of the Course concerned should be provided to CEF course participant for each and every payment as soon as the respective payment is made.
25. Without prejudice to the detailed requirements set out in paragraph 5.2 of the Registration Guide, you shall provide CEF course participants with documentary proof of completion of the relevant CEF Course. Such documentary proof may include a certificate of award, a letter or a transcript from you certifying that the CEF course participants have completed the CEF Course. You should also certify the above facts on eCP within a timeframe as specified by OCEF to facilitate the processing of CEF course participants' reimbursement applications.
26. You undertake and warrant in relation to each CEF Course that during the Validity Period of the CEF Course and thereafter until completion of all classes of the CEF Course which are scheduled to commence before the expiry of the Validity Period:
- (a) you and every person employed or appointed by you for delivery of the Course (“**Course Instructors**”) shall use all the experience, skill, care and diligence in the provision and delivery of the Course as may be expected from a person who is an expert in providing and delivering courses of a kind similar to the Course;
  - (b) all information supplied, and statements and representations made by you or on your behalf in your application submitted to the Government for CEF Registration and from time to time during the continuance of the CEF Registration are true, accurate and complete; all records to be kept by you in compliance with clause 5 above are true, accurate and complete;
  - (c) you shall comply, and shall ensure each responsible person, course director and Course Instructor comply, with all applicable laws and regulations in the provision and conduct of the CEF Course;
  - (d) you shall obtain, maintain, and renew upon expiry, all governmental or regulatory authorisations, approvals, permits or licences which may be required or necessary in connection with the provision of the CEF Course and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licenses;
  - (e) the application for Registration has been duly executed by you and the CEF Terms constitute legally binding and valid obligations on your part enforceable in accordance with their terms; and
  - (f) you will comply with such other instructions and directions as the Government may from time to time issue in connection with or in relation to

the CEF Course or the CEF Registration.

27. You shall set up and maintain a complaint handling mechanism which clearly specifies the available channels for any course participant to file his / her complaints relating to any CEF Course and reports referred to in clause 32, the timeline for handling complaints and reports, and the procedures for reporting back the follow-up actions to the complainants / course participants. The details of such mechanism should be easily accessible by all course participants and be provided to all course participants in writing upon request. You shall also maintain a log on the complaints and reports made and keep the documents concerned for inspection upon request.
28. For each CEF Course, you shall indemnify and keep indemnified the Government from and against:
  - (a) all and any claims, actions, investigations, demands, proceedings, threatened, brought or instituted against the Government; and
  - (b) all liabilities (including liability to pay compensation and damages), damage, losses, costs, charges and expenses which the Government may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in relation to any claim action or proceeding instituted by, or against, the Government),

which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to:

- (i) any non-compliance by you of any of the conditions set out in CEF Terms;  
or
  - (ii) the negligence, recklessness, or wilful misconduct on your part or on the part of any responsible person, course director, Course Instructor, or your employee, agent, consultant or sub-contractor in the provision or conduct of the CEF Course.
29. You shall comply with the Prevention of Bribery Ordinance (Cap. 201).
30. You warrant and undertake that neither you nor any of the responsible persons, course directors, Course Instructors, and your employees, agents and sub-contractors who is involved in the management, operation or delivery of any CEF Course has been or will be under Police investigation for, charged with or convicted of any offence endangering national security under the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region or any other relevant laws in force in Hong Kong (collectively, "National Security Law").
31. You shall, and shall ensure each of the responsible persons, course directors, Course Instructors, and each of your employees, agents and sub-contractors (whether or not he / she is involved in a CEF Course) shall acquire a correct understanding of and

comply with the National Security Law. Neither you nor any of the responsible persons, course directors, Course Instructors, and your employees, agents and sub-contractors (whether or not he / she is involved in the CEF Course) shall perform or engage in any act or activity that:

- (a) constitutes or, in the reasonable opinion of any of the Authorities is likely to constitute, an offence under any National Security Law; or
- (b) in the reasonable opinion of any of the Authorities, may otherwise be contrary to the interest of national security.

You further warrant and undertake that a CEF Course shall not contain any information, material or otherwise that may have the effect or give rise to circumstances described in paragraph (a) or (b) of this clause.

32. You shall:

- (a) report immediately to the relevant law enforcement agency / agencies if any act or activity relating to the operation of any CEF Course, or any information, material or otherwise of the CEF Course, is suspected to have contravened any National Security Law or to be contrary to the interest of national security;
- (b) notify the Authorities whenever a report to any law enforcement agency / agencies is made;
- (c) encourage all course participants to report to you through the complaint handling mechanism set up under clause 27 above any act or activity relating to the CEF Course, or any information, material or otherwise of the CEF Course, that is suspected to have contravened any National Security Law or to be contrary to the interest of national security;
- (d) ensure the complaint handling mechanism promptly receives and notifies you of a report referred to in paragraph (c);
- (e) immediately report to the relevant law enforcement agencies upon receipt of any complaint or report referred to in paragraph (c);
- (f) notify the Authorities if you or any of the responsible persons, course directors, Course Instructors, and your employees, agents and sub-contractors who is involved in the management, operation or delivery of any CEF Course has been or is being under Police investigation for, charged with or convicted of any offence endangering national security or other criminal offences in Hong Kong or elsewhere.

33. A CEF Course may be de-registered or have its Registration as CEF Course suspended in accordance with the provisions set out in Annex II to the CEF Proforma. In the event of de-registration or suspension of the CEF Course, you shall comply with and observe all the requirements specified in Annex II.

34. Without prejudice to SLW's power to de-register or suspend a CEF Course under Annex II to the CEF Proforma, any one of the Authorities may by notice in writing to you require that the CEF Course (or such part thereof as stipulated by the Authority) be re-conducted in strict accordance with the CEF Terms (and that no additional fees shall be chargeable on the participants of the CEF Course) or that you make good and rectify the non-compliance with the relevant provision at your sole costs and expenses within such time period or such other date as may be stipulated by the Authority in the notice. The aforesaid notice issued and the remedial action taken by you do not prejudice any one of the Authorities from taking further regulatory actions as a result of any such non-compliance specified in Annex II of the CEF Proforma including the issue of a reprimand.
35. Unless otherwise expressly specified, all rights and powers of the Government or of SLW under the CEF Terms may be exercised by SLW or an officer acting for SLW.
36. Notwithstanding anything herein to the contrary, clauses 5, 6, 12a, 14, 15, 22, 25, 26, 28, 33, 34 and 35 above shall survive the expiry of the Validity Period and continue to have full force and effect and constitute binding obligations on your part. The restrictions in clause 20 shall also continue to apply, but it will no longer be subject to any exception as allowed under clause 15 or 17.
37. For the avoidance of doubt, the terms and conditions of the CEF Proforma include the provisions of the Preamble and all Annexes hereto.
38. In the Letter of Approval and the CEF Proforma:
- (a) references to "**course participant**" means a participant who has enrolled to a CEF Course regardless of whether or not he has expressed any indication to apply for reimbursement of the tuition fees under the CEF;
  - (b) if the approval for CEF Registration relates to more than one Course, references to "**Course**" or "**CEF Course**" in the Letter of Approval and the CEF Proforma, or "a course" in the Annexes to the Letter of Approval or to the CEF Proforma shall mean each such Course.
  - (c) terms defined in the Letter of Approval and herein shall have the same meanings when they appear in the Annexes to the Letter of Approval or the CEF Proforma;
  - (d) references to "Letter of Approval" shall include Annexes I to III to the CEF Proforma ;
  - (e) references to "Letter of Approval" shall mean the terms and conditions as from time to time revised and / or supplemented, and issued to the course provider;
  - (f) if there are more than one class for a CEF Course, references to such "CEF Course" shall include all such classes except that reference to commencement

of the Course on, before or after any specified event (such as a Notice of Intention to De-register) shall mean the commencement of those classes of the CEF Course on, before or after the specified event, including in particular for the purposes of Annexes I to III to the CEF Proforma;

- (g) references to “Course” or “CEF Course” shall refer to the Course with specifications as from time to time amended with the approval of SLW; and
- (h) All terms and conditions set out in the Letter of Approval and the CEF Proforma apply to a CEF Course regardless of whether or not it is an Eligible Online Course save to the extent it is expressly stated that certain requirement shall only apply to an Eligible Online Course.

Labour and Welfare Bureau  
December 2024

## ANNEX I – REFUND POLICY

### A. Refund Policies

1. In case of closure of the course provider prior to the commencement of the Course, to the extent permitted under the laws in relation to winding up or liquidation or bankruptcy or other applicable laws, the course provider shall refund to CEF course participants in full all tuition fees and other monies then paid by CEF course participants as soon as practicable and before the deadline as set out in the ensuing paragraphs. “Closure” shall mean a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganisation, reconstruction, or dissolution of the course provider otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by SLW in writing, or the course provider makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the course provider or all or any part of its business or assets.
2. If the Course cannot be operated according to the specifications and descriptions originally published and made known to CEF course participants or otherwise the course specifications and descriptions as specified in the application then submitted by the course provider in applying for Registration and that CEF course participants decline to accept the revised arrangements (even if the revised arrangements are approved by the Authorities), the course provider shall refund to CEF course participants in full or on a pro-rata basis the tuition fees and other monies then paid by the CEF course participants within one month after the CEF course participants have requested for tuition fees refund.
3. If the Course cannot be operated on the date or at the time specified in the Course leaflet or brochure and CEF course participants decline the revised arrangements, the course provider shall refund in full (if the Course has never commenced) or on a pro-rata basis (in respect of any period of the Course which has been paid but not completed) the tuition fees and other monies collected to CEF course participants within one month after the CEF course participants have requested for tuition fees refund.
4. In case of cessation of a Course after its commencement (for reasons other than in the case of de-registration or suspension of a Course as set out in clause 5 below), you shall refund the CEF course participants the tuition fees and other monies then paid by the CEF course participants in respect of any period of the Course which has been paid but not completed on a pro-rata basis within one month after the cessation of the Course.
5. In case of de-registration or suspension of a Course, you shall within one month after the date of Formal De-registration or suspension of registration refund in full to the CEF course participants who have enrolled to classes of the de-registered or suspended course that are scheduled to commence on or after the date of issue of the Notice of Intention to De-registration or Notice of Suspension of Registration (as the case may

be), regardless of the date of their enrollment, all tuition fees and other monies paid by them (whether or not CEF reimbursable). In addition, you are also required to observe and follow clauses 14(h) and (j) of Annex II.

## **B. Refund Procedures**

1. The refund arrangement specified above shall form part of the terms and conditions for the provision of the Course by the course provider to all CEF course participants, viz the CEF Terms.
2. The course provider shall refund CEF course participants in accordance with the policies stated above.
3. When processing the refund, the course provider may not destroy the tuition fees and other monies receipt originals. Upon receipt of the refund, CEF course participants should sign to acknowledge the receipt. The course provider should keep all the receipt originals and participants' acknowledgement for record as required under clause 5 of the CEF Proforma to which this Annex I forms part.
4. The refund may either be in cash or in cheque, or through a licensed bank or a stored value facility licensed under the Payment Systems and Stored Value Facility Ordinance (Cap. 584).

## ANNEX II – REGULATORY ACTIONS

### De-registration

1. A Course operated or provided by a course provider, once registered under the CEF as a CEF Course, may be de-registered by SLW (“**relevant Course**”) if any of the events below occurs. Under each of these non-compliance events listed below, depending on the severity of the event, SLW may further de-register all other Courses operated or provided by the same course provider which are not the relevant Course or deemed as the relevant Courses under (d) or (e) below:
  - (a) the application for Registration of the relevant Course (or an application for renewal of such Registration) contains false, inaccurate or incomplete information which in the sole opinion of the Government is so material that de-registration of the relevant Course is warranted;
  - (b) any information or document supplied by the course provider at any time, or any statements and representations made by the course provider to the Government at any time concerning the relevant Course is false, inaccurate or incomplete<sup>1</sup> which in the sole opinion of the Authority is so material that de- registration of the relevant Course is warranted;
  - (c) the course provider does not comply with any of the CEF Terms when providing the relevant Course, which non-compliance is in the sole opinion of SLW to be so material or persistent to warrant de-registration of the relevant Course;
  - (d) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganisation, reconstruction, or dissolution of the course provider otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government in writing, or the course provider, or the responsible person or course directors of the relevant Course, makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of its or his business or assets (or any part thereof); (under this non-compliance event in relation to a course provider, all Courses operated by the course provider will be treated as relevant Courses);
  - (e) the course provider, or any one of its responsible persons, course directors, the Course Instructors, employees, agents and sub-contractors of the course provider in respect of the relevant Course, is convicted of any offence endangering national security or any criminal offence which casts doubt on the integrity or honesty of any of these persons, whether in Hong Kong or elsewhere,

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<sup>1</sup> Examples of events include, but not limited to, use of bogus students for reimbursement of course fee and unregistered changes in course content to the extent of seriously affecting learning outcomes.

regardless of (a) whether the criminal offence was committed in the course of delivering any of the Courses or otherwise relating to such Courses), (b) whether in the case of a responsible person or course director who has been convicted, that he has been replaced or has ceased to act as the responsible person or course director (where applicable), and (c) whether the relevant criminal proceedings are subject to any appeal; (under this non-compliance event, where it is the course provider which has been convicted, at the discretion by the Government, all CEF Courses operated by the course provider may be treated as the relevant Courses);

- (f) the Government deems necessary in order to ensure that the purposes of the CEF are properly achieved or the welfare, safety, or other interest of participants of the relevant Course are safeguarded; or
- (g) if any of the Authorities reasonably considers it is in the interests of safeguarding national security that a Course be de-registered.

### Reprimand and Warning

- 2. Whilst occurrence of any of the non-compliance events listed in paragraph 1 above may lead to de-registration of the relevant Course(s) provided by the course provider, non-compliance events, which in the sole opinion of the Authority, is of a less severe nature may attract a reprimand or warning in writing from the Authority to the course provider, which will be announced through appropriate channels including the CEF website. A reprimand shall be issued where the non-compliance event may immediately hinder learners' interest or seriously affect the processing of CEF claims or the quality or delivery of the relevant Course concerned<sup>2</sup>.

### Penalty Points System

- 3. Under the Penalty Points System, one warning will accrue 5 penalty points, and one reprimand will accrue 10 penalty points. On top of the required immediate action to rectify the non-compliance in accordance with the written notice of reprimand or warning, the provider of any Course with an accumulation of 10 penalty points within any continuous period of four years shall submit an "enhancement plan" within one month upon the written request from the Authority. The enhancement plan shall include the immediate remedial measures which have been taken and will continue to be taken for rectification of the non-compliance which has attracted the warning(s) or reprimand and propose longer-term measures for the prevention of non-compliance in the future. The Authority will vet the enhancement plans and approve such plans in writing upon her satisfaction of the plans, or ask for revisions to that Authority's satisfaction. The Authority (including the authorised agent(s) acting on their behalf) will also conduct subsequent compliance inspections.

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<sup>2</sup> Examples of events include, but not limited to, unregistered reduction in contact hours of more than 10%, unregistered change in course content and stating of false or misleading information in publicity materials.

An application for renewal of CEF registration of the Course concerned will only be considered if the inspections reflect the full implementation of the approved enhancement plans (or otherwise fully completed of what is due to be completed up to the time of the application for renewal) and the complete rectification of the non-compliance with no recurrence. Any Course with an accumulation of 25 penalty points within any continuous period of four years will be de-registered pursuant to paragraph 1(c) above. In any event, any application for renewal of CEF registration of the Course will not be considered.

4. The counting of warning(s) and reprimand(s) is Course-based. One non-compliance event in relation to one Course shall trigger the issue of one reprimand or one warning in respect of the Course depending on the type of the relevant non-compliance event. Where a single non-compliance event implicates more than one Course, warning(s) and reprimand(s) may be issued in respect of every Course implicated. A non-compliance event that is not duly rectified or repeated occurrences of the same type of non-compliance event may lead to suspension, de-registration or other regulatory actions to Course(s) provided by the course provider.

#### Performance Monitoring List

5. The Authority will publish on the CEF website a list of Courses (the Performance Monitoring List or “PML”) which have received a reprimand for public inspection for a period of one year starting from the date when the objection period of the reprimand has lapsed (i.e. 15 days after the issue of the reprimand and regardless of whether there is any objection) (“One Year Period”). Where there is an objection within the objection period, a remark will be inserted into the PML to this effect. Where the objection is found not valid in the manner mentioned in paragraph 18 below, the Course will remain in the PML with the remark removed. For avoidance of doubt, in the absence of other regulatory actions, a Course listed on the PML remains as a CEF reimbursable Course.
6. The listed Course will be removed from the PML after the One Year Period only if:
  - (a) the non-compliance event(s) which triggers the reprimand concerned has been rectified; and
  - (b) no additional reprimand has been issued during the One Year Period.
7. If the listed Course further receives one or more additional reprimand(s) (whether or not the reprimand(s) is related to the same type of non-compliance event(s) identified in the previous reprimand(s), without prejudice to the powers of the SLW to de-register or suspend the Course as specified above, the Course will be put on the PML for an extended period of one additional year after the expiry of the first (or any other subsequent) One Year Period.

## Procedures

### *De-registration*

8. If any of the events described in paragraph 1(a) to (g) arises in respect of a CEF Course, an officer acting for SLW will notify the course provider in writing that SLW may be minded to de-register the relevant Course as a CEF Course (“**Notice of Intention to De-register**”) by fax and / or email and by registered post sent to the address of the course provider that is last known by the Government. Normally speaking, the course provider will be allowed no less than 7 calendar days following the date of the Notice of Intention to De-register to make written representations to SLW before a final decision is made by SLW or an officer acting for SLW whether or not to de-register the relevant Course. If SLW or the officer finally decides to de-register the relevant Course as a CEF reimbursable course (“**Formal De-registration**” or “**de-registration**”), a written notice will be issued to the course provider by fax and / or email and by registered post sent to the aforementioned address of the course provider (“**Notice of De-registration**”). Any decision made by SLW or the officer shall be final and binding on the course provider. LWB will announce an intention to de-register a Course through appropriate channels including the CEF website. Formal De-registration will be announced in similar manner. A press release will be issued to inform the public of Formal De-registration of a relevant Course.

### *Suspension*

9. SLW may, by a Notice of Suspension of Registration issued to a course provider by an officer acting for SLW, suspend all or any of the Courses from their status as CEF Courses if:
  - (a) the Police and / or the Law Enforcement Agencies has / have commenced any investigation on the course provider, any of the responsible persons, course directors, Course Instructors and any of its employees, agents or sub-contractors who is involved in the management, operation or delivery of the CEF Course(s);
  - (b) the course provider is suspected to have failed to comply with any provision of the CEF Terms;
  - (c) any of the Authorities reasonably considers it is in the interests of safeguarding national security that a Course be suspended;
  - (d) criminal proceedings, whether in Hong Kong or elsewhere, have been commenced against the course provider, or any one of its responsible persons, course directors, the Course Instructors, employees, agents and sub-contractors in respect of the relevant Course; or
  - (e) any of the Authorities reasonably believes that the course provider, or any one of its responsible persons, course directors, the Course Instructors, employees, agents and sub-contractors in respect of the relevant Course has engaged in any

conduct which is contrary to the interests of national security or casts doubt on its / his integrity or honesty.

10. In addition, if any of the events specified in paragraph 1(a) to (g) above occurs, in lieu of immediate issue of a Notice of Intention to De-register, the officer acting for SLW may, by a Notice of Suspension of Registration issued to the course provider, elect to suspend all or any of the Course(s) pending further development or resolution or adjudication on any appeal of any matter which the officer may consider necessary based on the specific circumstances of the case. However, it should be stressed that suspension is not as of right before there is any issue of Notice of Intention to De-register if the ground for de-registration is clear and established to the satisfaction of the officer acting for SLW. De-registration can still happen even if any relevant proceedings are subject to appeal or not yet completed, and regardless of the nature of any such proceedings or appeal.
11. The suspension of all or any of the Course(s) as specified in the Notice of Suspension of Registration (“Suspended Course(s)”) may be announced through appropriate channels including the CEF website and press release. As and when LWB considers that the circumstances so warrant depending on the ground for the suspension, LWB will proceed to de-register all Suspended Courses by notice in writing to the course provider. Such de-registration shall be processed as a Formal De-registration mentioned in paragraph 8 above. On the other hand, under those circumstances where LWB considers that the suspension of the Course(s) should be lifted, (for example where the course provider, responsible person or course director is acquitted in the relevant criminal proceedings, and such acquittal is not subject to any appeal), LWB may reconsider lifting the suspension. If a suspension is lifted, the Government will not be liable for any loss, damage or claims that a course provider may suffer or incur due to a suspension of a Course. The Government shall not be liable to pay any compensation to any person whomsoever (including the course provider). A lifting of suspension will be announced through appropriate channels including the CEF website and press release.

#### *Reprimand and Warning*

12. Where it is considered necessary to issue a reprimand or warning to the course provider in relation to one or more or all Course(s) provided by that course provider, the Authority will notify the course provider of its intention to do so by fax and / or email and by registered post. The course provider will be allowed no less than 7 calendar days following the written notification to make written representations to the Authority before a final decision is made by the Authority concerning the proposed issuance of reprimand / warning and notified to the course provider by fax and / or email and by registered post.
13. Where the Authority issues a reprimand or warning, unless the course provider lodges an objection under paragraph 18 below, the course provider concerned shall immediately take actions to rectify the non-compliance and to take such actions as may be specified in the written notice of reprimand or warning within a period of 14 days or such other period as may be specified in the reprimand or warning.

## Indemnity and follow-up

### *De-registration or Suspension*

14. Immediately upon the issuance of Notice of Intention of De-register or Notice of Suspension of a Course:
- (a) no subsidy of whatsoever form will be made available by the Government or out of the CEF to the participants of the Course who have enrolled to the de-registered or suspended course anytime on or after the date of the issue of the Notice of Intention to De-register or Notice of Suspension of Registration, including but not limited to subsidy in the form of reimbursement of the fees paid by participants for the de-registered or suspended course;
  - (b) the course provider shall indemnify the Government in accordance with the indemnity clause contained in the CEF Proforma from and against all losses and claims arising from the Formal De-registration or suspension;
  - (c) the Government shall not be liable or responsible for all and any claim, action, proceeding, loss or damage (including any pecuniary loss, economic loss or loss of profit) which may be suffered or incurred by the course provider, participant of the de-registered or suspended course, or any other person arising from the de-registration or suspension of Registration (even if any decision concerning any proposed de-registration or suspension may eventually be lifted);
  - (d) the course provider shall provide to the Government all such information and documents as the Government may request in connection with the Course(s) which has been de-registered or suspended;
  - (e) the course provider shall cease accepting any new applications to participate in the de-registered or suspended course as a CEF Course and shall not promote the de-registered or suspended course as a CEF Course;
  - (f) LWB shall withdraw particulars of the de-registered or suspended course from the list of the reimbursable Courses under the CEF as published on the CEF website. In the event of a suspension, particulars of the Course will be reinstated if the suspension is withdrawn;
  - (g) on Formal De-registration of the Course, LWB will not during the period of one year commencing from the date of the Formal De-registration, consider any application submitted by the course provider applying for Registration of the de-registered or suspended course(s) as CEF Courses, regardless whether the application is lodged before or after the date of De-registration. Similarly, on suspension of the Course, LWB will not during the period where a suspension is in force, consider any application submitted by the course provider applying for Registration of the de-registered or suspended course(s) as CEF Courses, regardless whether the application is lodged before or after the date of suspension;

- (h) the course provider shall within one month after the date of Formal De-registration or suspension of Registration refund in full to the CEF course participants who have enrolled to classes of the de-registered or suspended course that are scheduled to commence on or after the date of issue of the Notice of Intention to De-registration or Notice of Suspension of Registration (as the case may be), regardless of the date of their enrolment, all tuition fees and other monies paid by them (whether or not CEF reimbursable). The Refund Procedures mentioned in Section B of Annex I should be followed in making refund to CEF course participants;
  - (i) the course provider shall continue to run classes of the de-registered or suspended course which have commenced before the date of Notice of Intention to De-register or Notice of Suspension of Registration until the scheduled dates of completion of the classes of the de-registered or suspended course but the course provider shall cease to accept any CEF course participants of the de-registered or suspended course or commence any new classes for the de-registered or suspended course as a course registered for the purpose of CEF on or after the date of the Notice of Intention to De-register or Notice of Suspension of Registration (as the case may be); and
  - (j) the course provider shall inform all affected CEF course participants about LWB's decision to de-register or suspend the Course. The course provider shall provide existing course participants the option to withdraw from the de-registered or suspended course and refund in full unconditionally (in respect of any period of the de-registered or suspended course which has been paid but not completed) the tuition fees and other monies collected to CEF course participants within one month after (i) the date of issue of the Notice of Intention to De-registration or Notice of Suspension of Registration; or (ii) the CEF course participants have requested for refund of tuition fees, whichever is earlier. The course provider shall inform course participants that they are not entitled to CEF reimbursement claims upon completion of such de-registered or suspended Course.
15. All responsible persons and course directors of de-registered or suspended courses, and all directors, shareholders, partners and sole proprietors of the course provider of such the de-registered or suspended course (at the time of the event leading to the de-registration or suspension or any time after) may be disqualified from acting as responsible person or course directors whether for the same course provider or for a different course provider for one year commencing from the date of Formal De-registration or during the period where a suspension is in force.

## Raising an objection

### *Objection to de-registration or suspension*

16. If a course provider feels aggrieved by a Formal De-registration or suspension, it may raise an objection to SLW in writing within 45 calendar days after the date of the notice of the relevant decision containing sufficient information concerning the alleged grounds for its objection to the Formal De-registration or suspension.
17. An officer acting for SLW who is at least one rank higher than the one who made the decision will personally examine the objection submitted by the course provider and inform the course provider in writing within 90 calendar days from the date of receipt of the written objection raised by the course provider. Objections not raised in accordance with paragraph 16 above will not be considered. During the process, all Courses remain de-registered or suspended, as the case may be.

### *Objection to reprimand or warning*

18. If a course provider feels aggrieved by a reprimand or warning, he may raise an objection to the Authority issuing the reprimand or warning in writing within 15 calendar days after the date of issuance of the written notice of reprimand or warning (“objection period” which is different from the 7-day period mentioned in paragraph 12 above) containing sufficient information of the alleged grounds for his objection to the reprimand or warning. Provided that sufficient information has been provided, an officer who is at least at one rank higher than the one issuing the reprimand or warning of the same Authority or different Authority will personally examine the objection submitted by the course provider and inform the course provider of the decision in writing within 30 calendar days from the date of receipt of the written objection raised by the course provider. Where no or insufficient information has been provided in the objection, it will not be processed. Objections not raised in accordance with this paragraph will not be considered. Where (a) there is no objection within the objection period or any objection not having been raised in accordance with this paragraph; or (b) the decision of the higher-ranking officer as aforementioned is that the objection raised by the course provider is not valid and that the reprimand or warning should stay in effect, the course provider shall at the latest remedy the non-compliance specified in the written notice of reprimand or warning within 14 days or such other period as may be specified in the written notice of reprimand or warning counting from the time of expiry of the objection period. The reprimand or warning will not be revoked and remain in effect for all purposes.

## ANNEX III – REBATE POLICY FOR ELIGIBLE ONLINE COURSES

### A. Rebate Policies

1. If the Course has been registered as Eligible Online Course under the CEF, the course provider shall provide a rebate equivalent to 10% of the tuition fee of the Course (subject to a ceiling of \$1,500) to all CEF course participants who have successfully completed the Eligible Online Course. An Eligible Online Course refers to a course meeting the additional requirements set out in the Guide to Registration, Renewal of Registration and Amendment to Course Specification of Reimbursable Courses under the Continuing Education Fund (operated by Non-self-accrediting Course Providers). Rebate refers to the above-specified amount being 10% of the tuition fee of the Course from the course provider to the CEF course participants subject to the aforesaid ceiling. The amount of tuition fee based on which the subsidy amount is calculated shall be adopted for the calculation of the rebate. All course participants who have successfully completed the Eligible Online Course registered under the CEF and have successfully applied for CEF reimbursement, whether in part or in full, from the Government, are eligible for the rebate.
2. The course provider shall provide a rebate to the eligible CEF course participants in a one-off manner and in full within three months after the CEF course participants have submitted the request for rebate presenting all necessary documentary proof.
3. The course provider shall set up the rebate procedures for Eligible Online Course which clearly indicate the channels and requirements for all course participants to submit their request for rebate relating to the Course, the timeline for handling the requests and channels for providing the rebate to the course participants. Details of such procedures should be easily accessible by all course participants and provided to all course participants in writing before completion of the Course.

### B. Rebate Procedures

1. The rebate arrangement specified under this Annex shall form part of the terms and conditions for the provision of the Course by the course provider to all CEF course participants, viz., the CEF Terms.
2. The course provider of Eligible Online Courses shall pay the rebate to CEF course participants in accordance with this Annex.
3. The course provider shall request CEF course participants to sign an acknowledge receipt or a similar document, whether physically or electronically, upon receipt of the rebate. The course provider shall keep all the original acknowledgment of receipt for record as required under clause 5 of the CEF Proforma. The course provider shall also maintain the record of rebate and keep the documents concerned for inspection upon request.

4. The rebate may either be in cash, in cheque, or through electronic payment to the course participant's account with a licensed bank or to a stored value facility owned by the course participant and licensed under the Payment Systems and Stored Value Facility Ordinance (Cap. 584).
5. If a course provider fails to provide a rebate to an eligible CEF course participant, the Authority will take regulatory actions specified in Annex II to the CEF Proforma including the issue of a reprimand.