



First Edition
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Employment Manual



Foreword

Every day, communities across Hong Kong benefit from and rely on the numerous initiatives that local NGOs provide. In Hong Kong, there are over 15,000 charities registered with the Inland Revenue Department (IRD). If we include the number of NGOs operating without IRD registration, that number becomes even higher.

Many of these NGOs work on a shoestring budget, and are reliant on a variety of workers to deliver their mission. Such workers may be interns, students, volunteers, contractors, or staff members. For your organization, it can be hard to navigate and comply with the legal framework as it applies to each of these types of workers. Moreover, time spent by you on understanding the law or fixing problems after they arise often takes valuable time away from doing your core work.

THIS GUIDE IS FOR:

This guide is designed to help non-profit organizations and associations in Hong Kong understand and practicably apply labour law principles to their day-to-day operations.

It does so by providing practical explanations of basic labour law concepts, how such concepts commonly apply to non-profit organizations in Hong Kong, and what steps your organization can take to minimise risks associated with such concepts.

Please note – accurate application of labour law principles must always be assessed on a case-by-case basis. The content of this guide is intended to be information only, and is not legal advice. This information should help you understand basic labour law concepts, and help you identify when an issue may arise. You should seek appropriate legal advice. If you wish to seek legal advice in relation to a specific scenario, you should always seek legal advice from a lawyer with appropriate expertise.

PILnet is a global non-governmental organization, with an office in Hong Kong, that creates opportunities for social change by unlocking law's full potential.

PILnet's Asia Clearinghouse helps civil society organizations (CSOs) to identify their legal needs and provides them with access to free legal assistance from highly qualified lawyers. Since 2014, the Clearinghouse has helped provide free legal assistance to more than 200 CSOs in the region and actively engages lawyers from more than 45 different firms. To allow for maximum impact, PILnet creates customized strategic partnerships between CSOs and lawyers, depending on their expertise, interest areas, and capacity.

CSOs seeking pro bono legal assistance are invited to complete PILnet's intake form.



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1. How do we identify the correct worker status?

Everyone who does work for your organization (which we will call a “worker” for ease) will have a particular legal status. The particular legal status a worker has will determine the legal obligations that your organization has to the worker. In Hong Kong, one of the main areas of dispute on the issue of the status of an individual is whether the person is an employee (employed under a contract of service) or an independent contractor (engaged under a contract for services). This simple distinction gives rise to different rights and obligations for both the worker and the organization they work for, which will be discussed below at Section 2. In some organizations (especially NGOs) there may be other types of workers (e.g., volunteers, interns, students), which are less clear-cut in terms of which legal status they fall within. These terms may also overlap with each other, e.g., a student or an intern may be intended to provide voluntary work, or he/she may also be intended to be an employee.

Identifying the correct status is important to understand the legal obligations. An overview of the key obligations is set out below:

	EMPLOYEES (PART TIME OR FULL TIME)	INDEPENDENT CONTRACTORS / SERVICE PROVIDERS	VOLUNTEERS	INTERNS / STUDENTS (ASSUMING THEY ARE EMPLOYED)
EMPLOYMENT ORDINANCE	✓	✗	✗	✓
EMPLOYEES' COMPENSATION ORDINANCE	✓	✗	✗	✓
MINIMUM WAGE	✓	✗	✗	Yes, but note exemptions for “student interns” and “work experience students”
MANDATORY PROVIDENT FUND	✓	✗	✗	Yes, but any applicable exemptions? e.g. Are they employed for 60 days or more? Are they over 18 years old?
IMMIGRATION ORDINANCE	✓	✓	✓	✓
PERSONAL DATA (PRIVACY) ORDINANCE	✓	✓	✓	✓
ANTI-DISCRIMINATION ORDINANCES	✓	✓	✓	✓

This section will help you identify the different categories of workers. This is important because what you expect your worker to do for you, and what your worker can expect when working for you, is dependent on the type of legal status they hold. Correctly understanding the worker status of your people means that you can put in place policies and arrangements for engaging them that ensure your organization and your workers are protected within and compliant with the law.

1.1 Employee vs Independent Contractor

From a Hong Kong employment law perspective, there are two main types of workers:

- Employees – employed under a contract of service (e.g., a staff member who generally receives a salary from your organization for their work); or
- Independent contractors – a worker or company engaged under a contract for services to provide services to your organization. A genuine independent contractor will not be an employee and will be operating their own independent business.

It is important for your organization and its workers to be on the same page about the nature of the working relationship, because there are vastly more legal duties owed towards employees than independent contractors.

1.1.1 What's the difference between an employee and an independent contractor?

The rights and duties that your organization owes to different types of workers will be discussed further below, at Section 2. For now, you need to know that your organization would owe its employees many more duties than it does an independent contractor. For this reason, it is important that your organization and its workers are on the same page about the working relationship.

Unfortunately, distinguishing between an employee and an independent contractor is not a simple checklist exercise. Instead, it is determined by looking at the actual working relationship between the worker and your organization. Any ambiguity about the working relationship can become problematic if you start treating someone you think is an independent contractor like an employee, but fail to provide them with legal entitlements and protections that you are required to provide an employee.

Of course, sometimes misunderstandings within relationships occur, even when both parties have the best intentions to be clear with each other. When these situations are unresolved, it can lead to time consuming and resource intensive legal disputes with unpredictable outcomes. If the parties are unable to reach a settlement before the end of the court process, the nature of the relationship between the parties will be determined on a case-by-case basis by the relevant Hong Kong court or tribunal. Further, if an arrangement is actually one of employment and not an independent contract as the parties have been treating it, failure by the employer to provide employment-related entitlements and benefits may give rise to an offence. Depending on the particular breach, if the breach is committed by a body corporate then there may be personal liability for the director, manager, secretary or other similar officer of the body corporate. Therefore, it is important to ensure that you are treating your workers in accordance with their correct legal status.

To determine whether the working relationship in dispute is one of employment, the Hong Kong courts and tribunals will consider all the facts and circumstances to form an overall impression of whether the relationship is one of employment. Some of the factors that may be considered are:

- The parties' respective view of the relationship
- Whether the worker is running their own business
- The organization's traditional structure of trade
- The payment structure, tax and insurance arrangements in place
- The allocation of profit and risk of loss within the relationship
- The element of control

- The organization’s power to select and dismiss the worker
- The mutual obligation between the organization and the worker, respectively, to provide work and to work
- The worker’s integration into the business
- The organization’s provision of equipment and/or tools to the worker to complete the job

There is no hard and fast rule governing how all of the above factors fit together to illustrate either a relationship of employment or independent contracting. However, in the shoes of the organization, you can consult the following table to see how the factors might interplay to form an overall impression:

INDICATOR	EMPLOYMENT	INDEPENDENT CONTRACT
Your organization exercises a high degree of control over the worker (eg. power to evaluate the individual’s performance, power to require the individual to do a particular job in a particular way)	✓	
Your organization can select the individual whom it wishes to actually perform the work	✓	
Your organization has the power to summarily dismiss the worker for misconduct	✓	
Your organization is obliged to give the worker work	✓	
The worker is obliged to do work for you	✓	
The worker can work for multiple companies		✓
The worker’s work is integral to your organization’s business	✓	
The worker is paid a fixed sum on a regular basis	✓	
The worker is paid as they complete discrete pieces of work (or achievement of result)		✓
The worker is prohibited from delegating their work to someone else	✓	
The worker has to perform the work at the organization’s premises	✓	
The work being done is provided through an independent business the worker is operating		✓
The worker uses their own tools and equipment		✓
The worker controls their own working hours		✓
The worker is employed for general duties (as opposed to by reference any particular task)	✓	
The worker takes on financial risk in performing the duties		✓
Your organization submits tax return and pays insurance for the worker	✓	
The worker is responsible for running their own business		✓
The worker might derive personal profit if the work is done well		✓
The parties agree that the worker is an employee	✓	

Please refer to Annex 1 – Case study 1 for an illustration of how the Court determines whether an individual is an employee or is an independent contractor.

1.2 Other types of workers

Many non-profit organizations rely on other types of workers such as volunteers and interns to carry out work. This may be for a multitude of reasons, from a lack of financial resources to providing a platform for civil society to “give back” to the community. Whatever the reason, it is important that your organization be aware of how you ought to treat these individuals.

1.2.1 Interns and work experience students

Students often work for non-profit organizations to gain experience in the industry, or as part of an experiential learning component to fulfil academic requirements for their qualification.

Interns or students are sometimes employed and paid to perform work for the organization. Unless the intention is that they are volunteers and are not regarded as employees, they are usually structured as employees. If the intention is to treat them as volunteers and not employees then see 1.2.2 below.

It is also important to note that the terms “student interns” and “work experience students” carry special meaning for the purposes of the Minimum Wage Ordinance (Cap. 608, the Laws of Hong Kong) (“MWO”), which provides for a statutory minimum wage applying to all employees in Hong Kong (for details, please see section 2 below). The MWO expressly provides that statutory minimum wage **does not apply** to “student interns” and “work experience students” as defined in the MWO in certain circumstances.

The table below illustrates how an individual qualifies as a “student intern” or a “work experience student” for the purposes of the MWO:



	STUDENT INTERNS	WORK EXPERIENCE STUDENTS
KINDS OF PROGRAMME ENROLLED	<ul style="list-style-type: none"> • Student employees enrolled in full-time accredited programmes being provided by specified local education institutions; or • Student employees who are resident in Hong Kong and enrolled in full-time education programmes for non-local academic qualification at degree or higher level 	
NATURE OF INTERNSHIP	<ul style="list-style-type: none"> • Must be arranged by an education institution providing programme; and • Must form a compulsory or elective component of the programme 	No specific requirement – need not necessarily be arranged or endorsed by the education institutions providing the programmes and need not necessarily be curriculum-related
AGE	No restriction	Under the age of 26 at commencement
DURATION	No restriction	Continuous period of up to 59 days (ie. this is the period exempted from MWO, and the employer is required to pay above statutory minimum wage if it continues to employ the summer student beyond the 59 days), and at most one period in the same calendar year

Specified local education institutions are those normally regarded as post-secondary level. These include the universities such as The University of Hong Kong, The Chinese University of Hong Kong, The Hong Kong Academy for Performing Arts, approved post-secondary colleges such as Caritas Institute of Higher Education, and bodies established under the Vocational Training Council Ordinance.

The Labour Department requires employers of student interns and/or work experience students to retain records of the following documents:



STUDENT INTERN	a document (or copy of a document) issued by an education institution showing that the period of work is arranged or endorsed by the education institution in connection with a programme being provided by the education institution to the student intern that is of a kind covered by the definition of "student intern" in section 2 of the Minimum Wage Ordinance
WORK EXPERIENCE STUDENT	a document (or copy of a document) issued by an education institution showing that the work experience student is at the commencement of the employment enrolled in a programme being provided by the education institution that is of a kind covered by the definition of "work experience student" in section 2 of the Minimum Wage Ordinance; and the statutory declaration (or copy of the statutory declaration) provided by the work experience student verifying the fact that he/she has not commenced another exempt student employment period in the same calendar year

According to the Employment Ordinance ("EO"), these records must be kept at the employer's place of business or at the place where the student employee is employed, and they should be kept for a period of no less than six months after the student employee ceases to be employed.

1.2.2 Volunteer

Generally speaking, "volunteers" are not regarded as employees. However, as explained, the law does not provide a specific legal status for "volunteers". Whether an individual labelled as a "volunteer" is in fact an employee will depend on the test as discussed in section 1.1 above. Please refer to Annex 1 – Case study 2 for an illustration of how the Court considers the question of whether a volunteer is an employee or not.

Where you are bringing on a volunteer, the documentation can be simpler; it is advisable for the documentation to include a statement of **acknowledgement and agreement** that the person is voluntarily offering services to your organization free of charge, and that there is no legal obligation on the volunteer to provide his/her services on any given date or at any given time. There should be a **confidentiality agreement** whereby the volunteer agrees to keep confidential all non-public information, especially pertaining to personally identifiable information, gained through the course of volunteering.

Please refer to Annex 2 for a sample volunteer agreement.

1.3 How can we avoid ambiguities in working relationships?

To make sure your organization and the worker are on the same page about the nature of the relationship, you should try your best to outline the nature of the relationships on paper before they start working for you. You can do so by making sure that you have:

- (1) Appropriate documents outlining your relationship with each other; and

- (2) Consistent and implemented human resource policies that are tailored to your organization's work, and the kinds of workers that work with you.

APPROPRIATE DOCUMENTS

Where you are establishing an employment relationship (i.e., a contract of services), the key document would be an **employment contract**. The policies would include treatment of topics such as confidentiality, standards of employee conduct, health and safety, administration of compensation and benefits, etc.

Employment Contract includes terms relating to:

- Amount of wages and wage period
- End of year payments and payment period
- Length of notice for termination of contract

Where the relationship is one of independent contractor (i.e., a contract for services), the key document would generally be a service contract or consultancy contract, which include terms relating to:

- Scope and nature of work
- Status as independent contractor
- Fees and expenses
- Indemnity
- Termination of arrangement
- Confidentiality

It is best practice to enter into a confidentiality agreement with any person who may encounter confidential information through serving your organization, whether such person is an employee, volunteer, intern or work experience student. Please refer to Annex 3 for a sample standalone confidentiality agreement for volunteers.

HUMAN RESOURCE POLICY DOCUMENTS

The corresponding implementation of such policies would include things like conducting performance reviews, granting certain employee benefits such as annual leave and sick leave, timely payment of salaries and due compensation, etc.



Tip box:

- Identify the category/status and stick to it, act consistently throughout the relationship
- Understand the legal obligations for each category/status and make sure you comply with them
- Get your documents for each category/status right

2. What duties do we owe our workers?

2.1 Protections afforded to/regulation affecting all types of workers

IMMIGRATION STATUS

Whilst for the most part we have been concerned with the different types of workers (namely, employees, volunteers, students and independent contractors) it is important to also bear in mind the overarching legal requirements of the Immigration Ordinance. In short, under Hong Kong law a visitor is forbidden to take any employment, **whether paid or unpaid**¹.

Even for visitors with the right to work, there may be conditions relating to employment that must be approved by the Director of Immigration, e.g., an employee holding a valid work visa for Company A cannot automatically work for Company B without applying to the Immigration Department and transferring the visa sponsorship, even if it is an identical role.

There are limited exceptions to this prohibition which cover very specific scenarios and hence, may not be broadly applicable. Exemptions from prohibition against employing visitors to conduct paid or unpaid work are: (1) concluding contracts or submitting tenders; (2) examining or supervising the installation/packaging of goods or equipment; (3) participating in exhibitions or trade fairs (except selling goods/supplying services directly to the general public, or constructing exhibition booths); (4) settling compensation or other civil proceedings; (5) participating in product orientation; and (6) attending short-term seminars or other business meetings.

As a general rule, refugees and asylum seekers are not allowed to work in Hong Kong. However, recognized refugees living in Hong Kong who wish to work in Hong Kong may seek discretionary, temporary work authorisation for a specific role with a specific employer from the Hong Kong Immigration Department, on a case-by-case basis.

In respect of foreign students undertaking a programme of study in a specified local education institute, the legal position is that an organization may employ them under the student intern or work experience student programmes under the MWO in permitted circumstances:

- Non-local students of full-time locally-accredited programmes at undergraduate level or above whose study period is not less than one academic year may take up curriculum-related internships endorsed by the institutions they are studying in, subject to a maximum duration of one academic year, or one-third of the normal duration of the relevant full-time academic programme, whichever is shorter;
- Non-local students of full-time locally-accredited sub-degree local programmes with a study period of not less than two academic years may apply to take up internships which are mandatory, curriculum-related and endorsed by the institutions they are studying in, subject to a maximum duration of six months;
- Non-local students of full-time locally-accredited local programmes whose study period is not less than one academic year may, during the currency of their limit of stay, take up employment during the summer months from 1 June to 31 August without any limit in relation to working hours and location.

Please refer to s17I and 17J of the Immigration Ordinance for obligations of and potential liability for employers.

¹ Immigration Regulations (Cap. 115A) reg 2(1).

DUTY TO ENSURE WORKPLACE HEALTH AND SAFETY

There are two major obligations an employer should take note of. Firstly, under the Occupational Safety and Health Ordinance, the Company has a statutory obligation to take reasonably practicable steps to ensure the safety and health of all its employees. Secondly, the employer also owes a common law duty of care to its employees to ensure that the work premises are safe. Therefore, organizations are encouraged to carry out necessary risk assessments and to work out what reasonably practicable steps may be taken to mitigate those risks.

2.2 Payment for Employees

WAGES

Wages are due on the last day of the wage period and must be paid as soon as is practicable but in any case, not later than seven days after the end of the wage period. Failing to do so, an employer is required to pay interest on the outstanding amount of wages to the employee.

MINIMUM WAGE ORDINANCE

The Minimum Wage Ordinance (Cap. 608) ("MWO") requires an employer to pay every employee an amount of wages that is not less than the statutory minimum wage rate. As of the date of this publication, the statutory minimum wage rate is HK\$37.50 per hour. The MWO is applicable to all employees regardless of whether they are employed under a continuous employment or whether they are full time, part time, monthly rated, daily rated or hourly rated.

The MWO however does not apply to the following categories of employees:

- a person to whom the EO does not apply;
- a person who is engaged under a contract of apprenticeship registered under the Apprenticeship Ordinance;
- a domestic worker who is employed in or in connection with a household and lives in that household for free;
- a student intern (i.e., student undergoing a period of work arranged by designated education institutions in connection with an accredited programme or non-local education programme provided by the institution); and
- a work experience student (i.e., student resident in Hong Kong who is enrolled in an accredited programme and is engaged under an employment contract at the beginning of which he or she is under the age of 26) for a period of up to 59 calendar days.

Note that a work experience student is only exempted from the requirements of the MWO for a continuous period of not more than 59 calendar days. Therefore, if an organization employs a student for over 59 days, the employer is legally required to pay in accordance with the MWO. Please also refer to section 1.2.1.

An organization is entitled to hire more than one student intern or work experience student simultaneously.

MANDATORY PROVIDENT FUND

Under the Mandatory Provident Fund Schemes Ordinance ("MPFSO"), every employer in Hong Kong must contribute an amount equal to at least 5% of an employee's relevant income (as of the date of this publication, up to a maximum amount of HK\$30,000) each month to a retirement scheme that is registered

as an MPF scheme. Every employee will also be required to contribute at least 5% (currently up to a maximum amount of HK\$30,000 per month) of their relevant income to the scheme.

There are certain exceptions to this general rule. The following persons are generally exempted and are not required to join an MPF scheme:

- domestic helpers
- self-employed hawkers
- people covered by statutory pension or provident fund schemes, such as civil servants and subsidized or grant school teachers
- members of occupational retirement schemes which are granted MPF exemption certificates
- overseas persons who enter Hong Kong for employment for not more than 13 months or are covered by an overseas retirement scheme
- employees of the European Union Office of the European Commission in Hong Kong.

There are no specific exemptions for volunteers or interns, so if they are regarded as employees then these obligations under the MPFSO will apply.

Failure to enrol employees into an MPF scheme and failure to make contributions are criminal offences and can attract hefty penalties for the employer. Depending on the particular offence, the penalty can be up to HK\$450,000 fine and four years' imprisonment.

2.3 Leave

There are generally no statutory provisions which prescribe the maximum working hours. However, the EO provides that in addition to statutory holidays, an employee is entitled to not less than one rest day in every period of seven days.

Employees employed under a continuous contract² are also entitled to paid annual leave, sick leave, maternity leave and paternity leave in accordance to the EO.

STATUTORY HOLIDAYS

All employees (regardless of whether they are on a continuous contract) are entitled to be granted statutory holidays. There are currently 12 Statutory Holidays provided under the EO. They are:

- (a) the first day of January
- (b) Lunar New Year's Day or, if that day falls on a Sunday, then the fourth day of Lunar New Year,
- (c) the second day of Lunar New Year or, if that day falls on a Sunday, then the fourth day of Lunar New Year,
- (d) the third day of Lunar New Year or, if that day falls on a Sunday, then the fourth day of Lunar New Year,
- (e) Ching Ming Festival,

² Generally speaking, an employee is employed under a continuous contract if he has been employed continuously by the same employer for four weeks or more, with at least 18 hours worked in each week.

- (f) Labour Day, being the first day of May,
- (g) Tuen Ng Festival,
- (h) Hong Kong Special Administrative Region Establishment Day, being the first day of July,
- (i) the day following the Chinese Mid-Autumn Festival or, if that day falls on a Sunday, then the second day following that Festival,
- (j) the Chung Yeung Festival,
- (k) National Day, being the first day of October.
- (l) the Chinese Winter Solstice Festival or Christmas Day, at the option of the employer,

The Employment (Amendment) Bill 2021 was passed on 7 July 2021 and increases the number of statutory holidays from 12 days to 17 days progressively from 2022 to 2030. The five new statutory holidays are:

- (a) The Birthday of Buddha, being the eighth day of the fourth lunar month (starting from 1 January 2022);
- (b) The first weekday after Christmas Day (starting from 1 January 2024);
- (c) Easter Monday (starting from 1 January 2026);
- (d) Good Friday (starting from 1 January 2028); and
- (e) The day following Good Friday (starting from 1 January 2030).

As to whether the statutory holidays are paid or not, this will depend on whether the employee is on a continuous contract. Employees who have been employed by their employer under a continuous contract for a period of three months immediately preceding a statutory holiday are entitled to statutory holiday pay whether the employee takes a holiday on the statutory holiday or on an alternative or substituted holiday. Such statutory holiday pay must be paid not later than the day on which the employee is next paid their wages after the statutory holiday.

ANNUAL LEAVE

Employees employed under a continuous contract for not less than 12 months are entitled to paid statutory annual leave of 7 to 14 days depending on the length of employment.

SICK LEAVE

Employees employed under a continuous contract are entitled to paid sick leave at the rate of four-fifths of the employee's daily average wages. Entitlement to sick leave may be accumulated at a rate of two days per month for the first 12 months of employment and four days after the first 12 months throughout the whole employment period, up to a maximum of 120 days.

MATERNITY LEAVE

A female employee is eligible for 14 weeks of paid maternity leave if:

- (1) she has been employed under a continuous contract for not less than 40 weeks immediately before the commencement of the scheduled maternity leave;
- (2) she has given notice of pregnancy and her intention to take maternity leave to her employer after the pregnancy has been confirmed; and

- (3) she has produced a medical certificate specifying the expected date of confinement if so required by the employer.

PATERNITY LEAVE

A male employee is entitled to five days' paternity leave for each confinement of his spouse/ partner if he:

- (1) is the father of a new-born child or a father-to-be;
- (2) has been employed under a continuous contract; and
- (3) has given a three-month notice to the employer before the expected due date.

2.4 End of year payment

An "end of year payment" is any annual payment or bonus of a contractual nature but does not include any annual payment or bonus which is of a gratuitous nature or which is payable only at the discretion of the employer. There are no legal requirements under the EO for an employer to pay an end of year payment such as a 13th month payment or Chinese New Year bonus. However, if the parties agree in the contract that there will be an end of year payment, then there are provisions in the EO which govern the payment (such as timing, any pro-rated payment on termination, etc.).

2.5 Insurance coverage

Employers must maintain insurance coverage under the Employees' Compensation Ordinance in case of work-related injuries but otherwise, there is no statutory requirement to provide medical benefits or other insurance coverage from a Hong Kong employment law perspective.

3. How do we ensure that our workplace environment is safe and supportive?

3.1 Protection from discrimination and harassment

There are four Anti-Discrimination Ordinances in Hong Kong. They are the Sex Discrimination Ordinance (“SDO”), Disability Discrimination Ordinance (“DDO”), Family Status Discrimination Ordinance (“FSDO”) and Race Discrimination Ordinance (“RDO”).

The Anti-Discrimination Ordinances prohibit discrimination in prescribed areas of activities, which include:

- Employment
- Education
- Provision of goods, services and/or facilities
- Disposal and/or management of premises
- Eligibility to vote for and to be elected or appointed to advisory bodies
- Participation in clubs
- Activities of the Government

The Anti-Discrimination Ordinances protect all workplace participants against the following conduct:

- (1) **Discrimination** – there are two types of discrimination:
 - (a) **Direct Discrimination:** This occurs when an employer treats a person with a protected attribute less favourably than another person without the attribute in comparable circumstances.
 - (b) **Indirect Discrimination:** This occurs when a condition applies equally to all team members but the portion of team members with a protected attribute who can comply with the condition is considerably smaller than those without the protected attribute. At the same time, such condition is not justifiable and the person as a result suffers a detriment. An example of indirect discrimination in the context of unlawful sex discrimination would be where the discriminator treats women and men in the same way by imposing a height requirement across the board (e.g., job applicants must be at least 190cm tall) when there is no justification for such requirement. This requirement disadvantages women as a smaller proportion of women would be able to satisfy the condition than men.
- (2) **Harassment** – there are two forms of harassment:
 - (a) **Unwelcome conduct harassment:** This occurs where a person engages [in?] unwelcomed conduct of a sexual nature, conduct towards a breastfeeding woman or conduct towards a person in relation to his/her race or the race of the associate of that person, and a reasonable person, taking an objective view of the incident and having regard to all the circumstances, would find the conduct offensive, humiliating or intimidating.
 - (b) **Hostile environment harassment:** This occurs where a person engages in conduct of a sexual nature, conduct towards a breastfeeding woman or conduct

towards a person in relation to his/her race or the race of the associate of that person, which creates a hostile or intimidating environment to the individual.

- (3) **Victimisation** – this is another form of discrimination. It occurs when a person is being treated less favourably because he/she has, in good faith, made a report or complaint about any unlawful discrimination or harassment or given evidence relating to such complaint.
- (4) **Vilification** – this refers to any activity in public that incites hatred towards, serious contempt for, or severe ridicule of a person with a disability or persons of a targeted race. An act of vilification done with intent or which involves threat of physical harm to people with a disability or people of a targeted race or their property is known as serious vilification and is a criminal offence.

The protection begins from the pre-employment stage applicable to job applicants and extends to post-employment on discriminatory acts encountered during the employment.

The seven protected attributes are:

- Sex
- Marital status
- Pregnancy
- Breastfeeding
- Disability
- Race
- Family status

3.2 [Compliance with data/privacy laws](#)

We refer you to the Privacy Management Programme Manual, a resource developed in partnership with PILnet Hong Kong, which provides a comprehensive overview of this topic, addressed from an NGO's perspective. Please contact PILnet for more information.

3.3 Support workers to comply with relevant laws

3.3.1 Policies

EMPLOYEES	INDEPENDENT CONTRACTORS	VOLUNTEERS
Background check documents – consider how much background check you should do for each category.		
Consider if there is any need for a visa application. All persons with the right of abode or right to land in Hong Kong have the right to work. A person who does not have one of these two types of rights will generally require an appropriate visa to work in Hong Kong.		
Personal information collection statement (PICS) – recruitment vs onboarding <ul style="list-style-type: none"> Please refer to Annex 4 for a sample PICS. 		
Employment agreement	Service agreement	Volunteer agreement or Standalone confidentiality/ Intellectual Property agreement
Onboarding forms and documents – consider how much data you should collect for each category. Note that personal data shall not be collected unless the data are collected for a lawful purpose directly related to a function or activity of the data user who is to use the data, the collection of the data is necessary for or directly related to that purpose and the data are adequate but not excessive in relation to that purpose.		
MPF package		
Staff Handbook / Code of Conduct / HR Policies	Consider if there should be a Code of Conduct or guidelines separately developed for these two categories.	
		For student interns / work experience students – statutory declaration and confirmation of status for the purposes of MWO exceptions (see section 1.2.1 above)

3.4 Training

Discrimination and Harassment Training

Employers are vicariously liable for acts committed by employees (including any interns and volunteers in the same workplace) in the course of employment, whether or not such acts were done with the employer's knowledge or approval under the anti-discrimination ordinances. The only defence available is if the employer can prove that such steps were taken as were reasonably practicable to prevent the employee from doing the act, or from doing in the course of his/her employment acts of that description. Therefore, employers should provide regular trainings including discrimination and/or harassment trainings to employees from time to time to ensure they discharge their responsibilities of taking reasonably practicable steps to prevent employees from doing unlawful acts.

4. What do we do when things go wrong with our worker?

4.1 Dispute resolution

All workplace participants should adhere to the organizations' policies. In case of any dispute that arises in the course of employment, one may, depending on the nature of the dispute, lodge a complaint with the relevant departments:

- (a) All workplace participants can lodge a complaint with the Equal Opportunities Commission in relation to discrimination and/or harassment matters.
- (b) All employees can lodge a complaint with the Labour Department in relation to any employment-related matters.
- (c) All data subjects can lodge a complaint with the Privacy Commission for Personal Data in relation to personal data privacy matters.

4.2 Termination

The following rules apply generally to employees. For contracts with independent contractors, the termination will be governed by the agreed contractual terms.

The organization may lawfully terminate the contract of employment (1) with notice in writing, or (2) payment in lieu of notice as specified in the employment contract, or (3) by summary dismissal.

(1) Termination by notice

When an employee is on probation, the employment may be terminated by the employer or the employee (a) without notice in the first month and (b) in accordance to the contractually agreed period for the remainder of the probation period (must be not less than seven days).

If there is no probation period or after the probation period, the employer and employee may at any time terminate the contract of employment by giving the required notice the length of which is:

- (a) Not less than one month's notice of termination where the parties have not expressly agreed on the length of notice required to terminate the contract; or
- (b) The agreed period but not less than seven days; or
- (c) The agreed period in every other case but not less than seven days.

(2) Termination by payment of wages in lieu of notice

Either party to a contract of employment may at any time terminate the contract without notice by agreeing to pay to the other wages in lieu of notice. Where the length of notice of termination is expressed in days or weeks, the wages in lieu of notice will be calculated by reference to the daily average wage of the employee and where the length of notice is expressed in months, the monthly average wage of the employee.

(3) Summary dismissal

An employer may summarily dismiss an employee by terminating the employment contract without notice or payment in lieu of notice in the following two circumstances:

- (a) If the employees in relation to their employment:
- wilfully disobey a lawful and reasonable order;
 - misconduct themselves (the conduct being inconsistent with the due and faithful discharge of their duties);
 - are guilty of fraud or dishonesty; or
 - are habitually neglectful of their duties;
- (b) On any other ground which the employer would be entitled to terminate the contract without notice at common law.

If the dismissal is justified, there will be no wages in lieu of notice, no pro rata annual leave pay for statutory leave accrued in the year in which the employee was dismissed, no statutory severance payments, no end of year payment, and no statutory long service payment regardless of how long the employee has been in employment.

4.3 Resignation

A contract of employment may be terminated by either party's giving a length of notice in writing or payment in lieu as specified in the contract of employment.

Upon leaving service with the organization, the leaving employee must hand over all accounts, contacts, data, records and documents, whether in paper, tape, diskette or electronic form, related to their job.

On the last working day, leaving employees are required to return all properties belonging to the organization under their possession to a person specified by the organization.

Annex 1 – Case Study

CASE STUDY 1 – CHENG YUEN V ROYAL HONG KONG GOLF CLUB

Mr. Cheng had worked at the Royal Hong Kong Golf Club as a caddie for golfers for nine years, when he was dismissed with no monetary compensation. At court, he tried to prove that he had been an employee of the Club and, on this basis, was entitled to protection and entitlements (including wages in lieu of notice and statutory long service payment).

The Court considered a number of factors in assessing whether the relationship was one of employment or independent contract:

- Factors favouring an employment relationship:
 - Mr. Cheng was given a number, a locker and a uniform. The Club's junior professionals showed him how to perform his duties.
 - There was a system by which Mr. Cheng was allocated to individual golf members on a rotating basis in order to carry their clubs.
- Factors favouring an independent contractor relationship:
 - There was no written contract.
 - Mr. Cheng was only required to fill in an application form and did not receive any of the sickness, pension or other benefits enjoyed by employees of the Club.
 - The Club was not obliged to give Mr. Cheng work or to pay him other than the amount owed by the individual golfer for whom he caddied.
 - Mr. Cheng was not obliged to work for the Club and he had no obligation to the Club to attend in order to act as a caddie for golfers playing on the Club premises.
 - Mr. Cheng was paid in cash by the Club which debited the member concerned who repaid the Club the amount paid to Cheng. And on top of that, the Club did not make any additional payments to Mr. Cheng.

The Court decided that Mr. Cheng was only an independent contractor who had been provided a license by the Club to offer his services to individual golfers there. The key factor was that there was no **mutual obligation** that the Club would provide work to him and that he would work for the Club in return for a wage.

CASE STUDY 2 – X V MID-SUSSEX CITIZENS ADVICE BUREAU & ANOTHER

X worked for the Mid-Sussex Citizens Advice Bureau (“CAB”) as a volunteer adviser, under a volunteer agreement. The Bureau asked her to stop working as a volunteer, and she commenced proceedings alleging disability discrimination.

The Court held that she was not an employee. Factors taken into account by the Court include:

- There was no legally binding contract between X and the CAB, and in particular there was no obligation on X to provide services.
- The purpose of the volunteering arrangement was always to provide advice to clients of the CAB, and not to create a potential pool from which full-time staff could be drawn. Most voluntary advisors have no wish to obtain a permanent staff post. All paid positions are externally advertised and are open to everyone.
- There was a collective view supported by different institutes that volunteers should not be considered to be employed and should not accrue the same protection as employees. A contrary decision would undermine the nature of volunteering, create practical barriers and additional costs for charities and other organizations in which volunteering occurs, and result in a formalization which they believe is unwanted by most volunteers.

Annex 2 – Sample Volunteer Agreement

[For reference only. This should be tailored to the particular individual or circumstances.]

SAMPLE A – VOLUNTEER AGREEMENT

Sample A

Name

Address:

Email:

Dear [Name],

[Name of organisation] is delighted to have you volunteer for our Hong Kong office under the supervision of [Name and position of staff member] for the period [dates]. We look forward to providing you with a fulfilling volunteer experience.

This volunteer arrangement is subject to the following:

- Terms:
1. Your volunteer experience is to be unpaid. As we discussed you will volunteer at [Name of organisation] to accomplish specific tasks related to: [Insert types of tasks to be done]
 2. You will be under the supervision of [Insert name of supervisor here].
 3. You understand and agree that you are not entitled to wages or other benefits of employment for the time spent during this volunteer experience and that you will not be considered an employee of [Name of organisation]. You understand and agree further that you are not entitled to employment with [Name of organisation] at the conclusion of your volunteer experience.
 4. You agree to abide by all policies, procedures, directives and other rules that apply or pertain to [Name of organisation]'s offices and by your signature below certify that you have read and are familiar with all these policies.

Title: Volunteer

Training: This will provide you with practical experience and training.

Confidentiality: For the duration of your volunteer experience with [Name of organisation] and beyond, you shall not disclose to any person, company or other entity, nor shall you use, directly or indirectly, any trade secrets, confidential knowledge, data or other proprietary information relating to the services or business of [Name of organisation], including, but not limited to, information concerning strategy, personnel, etc. A breach of this stipulation shall constitute cause for immediate termination.

At-Will Status: Both parties – [Name of organisation] and you – reserve the right to terminate your volunteer experience at will, without prior notice.

Once again, we are delighted to offer you this experience, and we thank you for your interest in volunteering with us. We look forward to your formal acceptance thereof.

Sample A

Sincerely,

[Name and Position]
[Name of organisation]

To indicate your acceptance of this offer, please sign this letter and return a signed copy via email to [insert email here] at your earliest convenience.

NAME

Date

Data Access & Correction Rights: You have a right under the Personal Data (Privacy) Ordinance to make a data access or correction request concerning your personal data. You may make such requests by contacting [Name and Position] of [Name of organisation].

Sample B

[On headed notepaper of NAME OF ORGANISATION]
[ADDRESSEE]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[DATE]

Dear [NAME OF VOLUNTEER],

Volunteer agreement

This letter sets out what we can each reasonably expect from your volunteering role within [NAME OF ORGANISATION]. [NAME OF ORGANISATION] appreciates you volunteering with us and is committed to providing volunteers with a supportive environment. We hope that you will find your volunteer experience enjoyable and rewarding.

1. VOLUNTEER ROLE

Your role as volunteer is [[SPECIFY ANY TITLE AND DETAILS OF ROLE] OR set out in the attached volunteer role description] and starts on [DATE]. We hope that you will usually be able to volunteer with us for at least [SPECIFY ANY PREFERRED TIME COMMITMENT] so that we can each get the most from the volunteering experience. However, we are flexible about when you work [within the constraints of drawing up a rota] so please let us know if you would prefer a different arrangement.

We expect you to perform your role to the best of your ability and to follow our procedures and standards, including health and safety and equal opportunities, and to comply with [our privacy standard OR data protection policy] [our anti-bribery policy and procedures]. You can expect us to deal with you in accordance with our equal opportunities policy.

2. INDUCTION AND TRAINING

We will provide an induction explaining what we do and how volunteers fit within our organisation. We will also provide training to assist you to meet the standards we expect from volunteers and to ensure your health and safety.

3. SUPERVISION AND SUPPORT

Your main point of contact during your volunteering with us is [NAME OF VOLUNTEER COORDINATOR]. You will have regular meetings with [NAME OF VOLUNTEER COORDINATOR] to agree targets for your volunteering role and discuss any problems or complaints you may have.

Please give [NAME OF VOLUNTEER COORDINATOR] as much notice as possible if you are unable to volunteer when expected.

4. EXPENSES

We will reimburse certain out-of-pocket expenses incurred in connection with your volunteering for us. Details of these expenses and how to claim them are set out below.

[INSERT DETAILS OF EXPENSES POLICY]

5. INSURANCE

We will provide adequate insurance cover for you while you are undertaking voluntary work approved and authorized by us.

6. CONFIDENTIALITY

In the course of providing your volunteering services, you may have access to confidential information relating to [NAME OF ORGANISATION] or our clients. We expect you not to use or disclose this information to any person either during your volunteering experience with us or at any time afterwards.

7. LEAVING

We ask that you give us as much notice as possible if you want to stop volunteering with us [so that we can rearrange our rota].

Sample B

This agreement is binding in honour only, is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party. Neither of us intends any employment relationship to be created either now or at any time in the future.

[Please acknowledge that you understand the contents of this letter by signing, dating and returning the enclosed copy.]

Yours sincerely,

.....
On behalf of [NAME OF ORGANISATION]

[I understand the contents of this letter.

Signed
[NAME OF VOLUNTEER]

Date]

This document is not intended to be a legally binding contract between us and it may be cancelled at any time by either us or you.

1. You are a volunteer

The position of (insert volunteer role title) at (insert organisation's name) is a volunteer position. This means that, if you accept the role, you perform all duties on a voluntary basis and you will not receive remuneration or payment for your work, other than reasonable reimbursement of expenses (see below at paragraph 9).

Neither **(insert organisation's name)** or **(insert name of volunteer)** intend any employment or contractual relationship to be created (ie. you are not an employee, independent contractor or consultant at **(insert organization's name)**). If this changes at any time, and there is a possibility that you might undertake paid work for the organisation or be involved in vocational training, we will discuss this and document the arrangement in a formal employment contract, contract for services or other arrangement.

2. What you can expect when volunteering at (insert organisation's name)

(Insert organisation's name) values its volunteers and we will endeavour to provide you with:

- a written position description so you understand your role and the tasks you are authorised to perform
- a full induction, orientation and any training necessary for the volunteer role
- a safe environment in which to perform your role

- respect for your privacy, including keeping your private information confidential
- a supervisor, so that you have the opportunity to ask questions and get feedback (see para. 4 below)
- reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us (for further information see para. 9 below), and
- insurance to cover you for the volunteer duties you are authorised to perform (see para. 10 below).

3. What (insert organisation's name) asks of its volunteers?

We ask that you to:

- Support **(insert organisation's name)** aims and objectives
- participate in all relevant induction and training programs
- only undertake duties you are authorised to perform and always operate under the direction and supervision of nominated staff and obey reasonable directions and instructions
- understand and comply with the organisation's policies and procedures including **(insert policies, for example: equal opportunity, health and safety, privacy and confidentiality policies)**
- notify your supervisor or another member of staff of any health and safety issues or potentially hazardous situations that may pose a risk to you or others and report any accidents or incidents relating to staff, volunteers, or the workplace

- behave appropriately and courteously to all staff, clients and the public in the course of your role
- use any property or equipment given to you in your role safely and only for purpose of the role and return it to the organisation when you finish your volunteer role
- let us know if you wish to change the nature of your contribution (e.g. hours, role) to **(insert organisation's name)** at any time
- comply with the law at all times, and
- be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive.

4. Contact person

Your contact person at **(insert organisation's name)** will be **(insert volunteer manager's name and contact details)**. If you have any questions or concerns about your role, your health and safety, or if there is any assistance you need to help you undertake your role, please contact **(insert volunteer manager's name and contact details)** as soon as possible.

5. Role description and details (Insert role tasks and estimated hours and time commitment or roster details and location. Alternatively attach details of these via a separate role/position description.)

It is important that you only perform the tasks in this role description and that you follow the instructions of **(insert volunteer manager's name and contact details)** and **(insert organisation's name)** staff.

Please ensure you only perform the tasks in the role description and as instructed by the organisation. To be covered by these laws it is also important that you are not affected by drugs or alcohol when you are volunteering.

If you are unsure whether a particular task or work is authorised, please do not hesitate to talk to your contact person.

6. The health and safety of you and others

At **(insert organisation's name)** volunteer safety, and the safety of everyone who is involved in our organisation, is a priority.

Under the law, **(insert organisation's name)** has a duty of care to minimise risks to everyone affected by its conduct (including paid employees and volunteers).

It also means that as a volunteer, you may have duties too. These include:

- to take reasonable care for your own health and safety
- to take reasonable care for the health and safety of others
- to comply with any reasonable instruction by **(insert organisation's name)**
- to let **(insert organisation's name)** know of any concerns you may have about safety and/or fitness in undertaking our role, and
- to cooperate with any reasonable policies and procedures of **(insert organisation's name)**.

We will provide you with a full induction, safety equipment and role training

(insert other safety measures here) when you commence as a **(insert volunteer role)** with our organisation. However, please do not hesitate to talk to your contact officer at any time if you have any health and safety concerns.

7. Induction and training required before you start in the volunteer role

(Insert organisation's name) is committed to providing suitable training in support of our health and safety, discrimination and privacy policies. For this reason it is our policy that all volunteers undertake induction and/or training at **(insert organisation's name)** prior to commencing their volunteer position. We will be holding the next volunteer induction session at **(insert induction session details)**. Please contact **(insert volunteer manager's name and contact details)** to confirm you are able to attend this session or for details of alternative sessions.

8. Information we require before you can start in the volunteer role

Before you can commence the volunteer role, we need the following information: **(insert background checks required including CV, ID checks, reference checks, police checks, licence checks, etc.)**

All background check information will be conducted in accordance with our 'Background Check' policy and our privacy policy.

9. Volunteer expenses and other benefits

As a volunteer, **(insert organisation's name)** will provide you with reimbursement for any reasonable out-

of-pocket expenses that you incur when performing authorised tasks associated with your role.

We do this to ensure that you are not financially disadvantaged as a result of your volunteer position with us. These payments are not remuneration or wages. You might need prior approval and will always need to produce receipts.

We may sometimes provide you with other benefits as part of your volunteering role (examples include training, free food, accommodation, event entry, clothing or equipment). Where this occurs, it is on a gratuitous basis at the discretion of **(insert organisation's name)** and is not payment in lieu of salary.

10. Insurance

We are committed to providing adequate insurance cover for volunteers whilst carrying out their volunteering roles that have been approved and authorised by us.

(Insert organisation's name) has the following insurances: **(list insurances)**

To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you need to: **(include details of what the volunteer needs to do, e.g. report an incident as soon as it has occurred, sign in each time you volunteer etc.)** We want to let you know that the following events are unlikely to be covered by our insurance:

- actions that are beyond the scope of your volunteer role, or that occur without appropriate authority or permission from us

- criminal activity (including criminal charges arising out of driving incidents)
- dishonest or reckless activities
- **(continue to list depending on exclusions in insurance policies)**

11. Intellectual Property

All volunteers at **(insert organisation's name)** agree to transfer all intellectual property rights and interests **(including copyright)** in any ideas or materials they create relating to their provision of voluntary services at **(insert organisation's name)** to **(insert organisation's name)**.

Also volunteers are taken to consent to the use by **(insert organisation's name)** of such creations in a manner reasonably contemplated by the voluntary services provided under this document. As a volunteer you also agree not to bring any claim for infringement of your moral rights in respect of that use.

Please sign to acknowledge that you have read this Volunteer Agreement and have had an opportunity to ask questions.

Volunteer full name

Volunteer signature

Date

Annex 3 – Sample Standalone Confidentiality Agreement

[For reference only. This should be tailored to the particular individual or circumstances.]

<<Mr. / Ms.>> <<staff name>>

In consideration of **[insert organization name]** (“**the Organization**”) employing and continuing to employ you, you warrant and undertake to the Organization that:

1. During the employment (except in the proper performance of your duties as authorized or required) and at any time (without limit) after the termination, for whatever reason, of your employment with the Organization, you shall not and shall not attempt to:
 - 1.1 directly or indirectly divulge, disclose, communicate or transfer to any person, company, business entity or other body or organization;
 - 1.2 directly or indirectly copy, duplicate or use for your own purposes or for any purposes other than those of the Organization; or
 - 1.3 through any failure to exercise due care and diligence, cause any unauthorized disclosure or transfer of

Confidential Information to the detriment or prejudice of the Organization.

2. For the purpose of this Confidentiality Agreement, “Confidential Information” shall, in respect of the Organization, mean information of a confidential or secret nature, trade secrets or sensitive information relating to the activities or financial affairs of the Organization or any person having dealings with the Organization. Confidential Information shall include:
 - (a) details of donors and their donations;
 - (b) details of partners and the terms of the agreements with them;
 - (c) details of beneficiary organizations and the terms of the agreements with them;
 - (d) details of the participating children and youths under the [●] Program and their personal development plans;
 - (e) details of employees and officers and of the remuneration and other benefits paid to them;
 - (f) information concerning the operations, processes, organization, policies, affairs and other dealings of the Organization; and
 - (g) any information which you are told is confidential and any information which has been given to the Organization in confidence by any persons.

The foregoing list is not exhaustive.

3. All notes, memoranda, records, lists of donors, beneficiary organizations, partners, participating children and youths, or employees, letters, telexes, faxes, e-mails or other correspondence, documents, computer and other discs, tapes and records, data listings, codes, designs and drawings and other documents and materials whatsoever (whether made or created by you or otherwise) relating to the activities of the Organization (and any copies of the same):

- 3.1 shall be and remain the property of the Organization;
 - 3.2 shall not be disclosed to any person or persons not authorised by the Organization;
 - 3.3 shall not, without the prior written permission of the Organization, be copied or removed from the Organization; and
 - 3.4 shall be handed over to the Organization, or irrevocably deleted from any computer and/or system in your possession or under your control, on demand and in any event on the termination of your employment with the Organization, and you shall not retain any copy or duplicate in any form or means.
4. The restrictions in this Confidentiality Agreement shall cease to apply to:
- 4.1 any information or knowledge which may come into the public domain other than due to any failure of you in complying with this Confidentiality Agreement; or
 - 4.2 any information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.
5. This Confidentiality Agreement shall be supplemental to the employment agreement between the Organization and you.
6. Each provision of this Confidentiality Agreement is independent and severable from the remaining provisions and enforceable accordingly. If any provisions contained in this Confidentiality Agreement shall when taken together be adjudged by any Court of competent jurisdiction to go beyond what is reasonable in all the circumstances for the protection of the activities or goodwill of the Organization, such unreasonable part or parts thereof shall (for that particular case) be deleted or modified, as the Court of competent jurisdiction may decide or require, and the remaining provisions shall continue to take effect.
7. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region.

Signed for and on behalf of

Signed by

[Organization]

<< Name >>

<< Staff Name>> (Mr. / Ms.)

<< Position Title >>

<< Issue Date >>

Date

Date

Annex 4 – Sample Personal Information Collection Statement

[For reference only. This should be tailored to the particular circumstances.]

Personal Information Collection Statement (PICS)

[Name of organization] will collect the personal data from various sources of data subject (person). We respect personal data and are committed to implementing and complying with the data protection principles and the relevant provisions of the Personal Data (Privacy) Ordinance.

1. **Purposes of collecting and keeping personal data**

1. Process volunteer or staff recruitment and employment related procedures;
2. Process donation administration, such as issue of receipt acknowledgements, receipts, payment collection notices, donation records, etc.;
3. Provide communications, fundraising, and educational materials related to the work of [Name of organization] such as brochures, newsletters, periodicals, relief appeals, etc.;
4. Organize fundraising events or educational activities;
5. Prepare statistics or carry out research;
6. Comply with any statutory requirements or laws that bind [Name of organization];
7. Other purposes directly related to the fundraising, education, social services and operation functions of [Name of organization].

2. **Consequence of not providing data**

The supply of data is voluntarily except for those data specified in the data collection form as obligatory. Failure to supply such obligatory data will prevent us from fulfilling the above-mentioned purposes.

3. **Transfer of personal data**

The personal data collected will be disclosed to the following parties directly related to the above-mentioned data collection purposes:

1. Any [Name of organization] project officer and its staff for [e.g., sending child sponsorship-related documents as well as for supporters' tour and experiential trip arrangement];
2. Any co-organizer, agent or other third party involved with [Name of organization] in organizing fundraising, education, or related activities;
3. Any agent, contractor, bank, or other third party who provides administrative, telecommunication, computer, and other related services in connection with the fundraising, education, social services, cultivation, or operation functions of [Name of organization];
4. Any statutory, governmental or regulatory bodies or institutions for compliance of any statutory requirements or laws that bind [Name of organization];

4. **Access and correction of personal data**

1. You have the right of access to, and correction of, personal data kept and used by the Organization in accordance with the provisions of the Personal Data (Privacy) Ordinance. A reasonable fee may be charged for processing data access request.
2. For access or correction requests, please contact the office specified in the data collection form. In addition, requests in writing can also be made to [Name of organization].

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