

## THE REGISTRATION OF REIMBURSABLE COURSES FOR THE CONTINUING EDUCATION FUND

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### - Guide to Registering a Reimbursable Course for Non-self – accrediting Course Providers -

#### I. Background

In June 2002, the Government set up the Continuing Education Fund (CEF) to subsidize those with learning aspirations to pursue continuing education and training programmes. The aim is to help people pursue continuous learning, thereby preparing Hong Kong's workforce for the knowledge-based economy.

#### II. Scope of the CEF

Course providers who offer self-financing courses (i.e. the operating expenses of the courses are not supported by any subsidy from the Government) in specified domains may apply for registration of their courses with the CEF. The Secretary for Labour and Welfare (SLW) is the approval authority for registration of such courses.

Course providers should note the following main terms of operation of the CEF scheme:

- (i) Prior to the application for CEF registration, the course must already be on the Qualifications Register (QR) with a valid QR registration number. For individual module(s) which form(s) part of a course that is on the QR, they may also be submitted for CEF registration as a stand-alone CEF reimbursable course.
- (ii) A course registered on the QR may either be certified as to have conformed to a set of Specification of Competency Standards (i.e. SCS-based Course), or may not have been so certified. In the case of the latter, in order to qualify for registration with the CEF, the course must belong to any of the 8 specified domains (please see Section III for further details).
- (iii) Course providers must keep complete and accurate records of attendance, assessment and payment of tuition fees.
- (iv) CEF applicants must be Hong Kong residents and are aged between 18 and 65 both at the time of application for opening an account with CEF and at the time submitting claims for

- reimbursement.
- (v) CEF applicants may not enjoy double subsidy from the Government. If he or she already receives or already applies for subsidy (howsoever described) from the Government in relation to a CEF reimbursable course, he or she may not apply for reimbursement pursuant to the CEF Scheme.
  - (vi) CEF applicants will be reimbursed 80% of the tuition fee paid for a CEF reimbursable course, subject to a maximum cap of HK\$10,000 per person, on successful completion of a reimbursable course.
  - (vii) CEF applicants must have completed the reimbursable course, i.e., attended no less than 70% of the contactable hours for the course (or such higher attendance requirement as prescribed for the course), and attained no less than the overall passing mark for the course as assessed by whichever method approved by SLW (including any examination and/or assignment based on the approved weightings), i.e. either 50% or such higher overall passing mark as prescribed for the course.
  - (viii) CEF applicants should have paid for the first instalment of the tuition fees required and submitted their applications to the Office of Continuing Education Fund (OCEF) for opening a CEF account before the commencement of the reimbursable courses.

### **III. Domains Eligible for Registration**

- (i) In order to be eligible for registration with the CEF, unless it is a SCS-based Course, a course must belong to any of the following eight specified domains. Further, in processing the registration application submitted in relation to a course, the contents of the course will be assessed with reference to the sector-specific competencies as set out in Annex I to the Guide to Assessment of Courses for non-self-accrediting Course Providers applicable to the domain it belongs, and the criteria as specified under Section VI in the same Guide:-
  1. Logistics;
  2. Business Services;
  3. Tourism;
  4. Financial Services;
  5. Creative Industries;
  6. Language (English, Putonghua, Written Chinese, French, German, Spanish, Japanese, Korean, Italian and Russian);
  7. Product and Digital Design; and

## 8. Interpersonal and Intrapersonal Skills for the Workplace (IISW).

New sets of SCSs may over time be developed for the Qualifications Framework (QF) to cover any of the above eight domains. When they are available in relation to a domain mentioned above, provided that the relevant course belonging to such domain has been registered under the QR as a SCS-based Course, it will no longer be necessary to carry out the contents assessment as mentioned above for that course as part of the CEF assessment.

- (ii) As for a course falling outside the above eight specified domains of the CEF, the application for registration as CEF reimbursable courses may be considered only if they are “SCS-based Courses” for the purposes of the QF. In order to be qualified as “SCS-based Courses”, the courses must comply with the principles and requirements as set out in the Qualifications Guidelines for SCS-based Courses issued by the Education Bureau. Such courses must go through the normal accreditation procedures (except for those courses offered by the self-accrediting institutions) and be uploaded onto the QR as “SCS-based Courses”. The Qualifications Guidelines for SCS-based Courses and the approved sets of SCSs can be found on the website of the QF (<http://www.hkqf.gov.hk/>) for public reference.

## **IV. Assessment of applications**

Courses are required to undergo an assessment by The Hong Kong Council for Accreditation of Academic and Vocational Qualifications (HKCAAVQ) to determine their quality and relevance, before their application for registration is considered by SLW. For details of the assessment and eligibility requirements, please refer to the Guide to Assessment of Courses for Non-self-accrediting Course Providers (“Assessment Guide”).

## **V. Procedures for Registration of Courses with the CEF**

1. Download the Application Form and this Guide and the Assessment Guide from the HKCAAVQ website ([http://www.hkcaavq.edu.hk/en/services\\_regist.asp](http://www.hkcaavq.edu.hk/en/services_regist.asp));
2. Study this Guide and the Assessment Guide, and seek advice from HKCAAVQ where necessary;

3. Complete the Application Form and submit the form to SLW via the HKCAAVQ;
4. SLW notifies the course provider of the result of the application in writing.

## **VI. Outcome of the Application**

SLW will determine whether the course is suitable for registration under the CEF taking into account the recommendations of the HKCAAVQ. Any approval to be granted will be on such terms and conditions to be set out in the letter of approval to be issued by SLW to the successful course provider including a period during which the registration remains valid. The usual terms and conditions are attached to this Guide as the Appendix for reference. SLW reserves all rights to make changes to these terms and conditions as he considers appropriate in light of the special circumstances of each case.

## **VII. The Terms and Conditions to be observed by the Course Provider**

Course providers are recommended to study carefully the usual terms and conditions subject to which registration of a course as a reimbursable course is approved at the Appendix hereto (“proforma Terms and Conditions”).

## **VIII. Timeframe for Processing the Applications**

Subject to the complexity of the course and the availability of all required information, HKCAAVQ will normally take, on average, 4-8 weeks for assessment of the course. Further examination of the course by SLW will normally take around 4 – 6 weeks.

A longer period may be required if it is necessary to clarify and request further information from the course provider.

## **IX. Requirement from the Student Financial Assistance Agency**

1. OCEF under the Student Financial Assistance Agency (SFAA) is responsible for processing applications from eligible CEF applicants for reimbursement of up to 80% of tuition fees paid by CEF applicants for attending courses registered as reimbursable courses

with the CEF (Subject to a maximum sum of HK\$10,000 per person).

2. Course providers will be required to certify on the application form submitted by a CEF applicant in respect of the particulars concerning the CEF applicant, tuition fees paid, commencement date of the course and so on. Course providers should also submit a specimen of their stamp chop to OCEF for verification purpose.
3. To facilitate OCEF's vetting during the reimbursement stage, course providers must also state on each of the tuition fee receipts the date of payment received and the commencement date of the course concerned. Course providers are further required to certify on the Reimbursement Claim Form that (a) the CEF applicant concerned has successfully completed the course by attending no less than 70% of the contactable hours of the course (or such higher attendance requirement as prescribed for the course); and (b) attained no less than the overall passing mark 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 as prescribed for the course; and (c) the information submitted by the CEF application in respect of the tuition fees paid, course commencement date and completion date are correct and complete. On successful completion of the course, CEF applicants should receive from the course providers concerned suitable documentary proof which may include a certificate of award, a letter or a transcript.
4. To verify the correctness and completeness of information submitted by CEF applicants in support of applications for reimbursement, OCEF will conduct inspections of registration, tuition fees payment, attendance and completion of course records maintained by course providers. OCEF may also produce a template and ask the course providers concerned to verify the applicants' information on the template to ensure that the CEF applicants have successfully completed the course(s) and the CEF applicants have not enjoyed double subsidy/financial assistance in respect of the same course(s) under other publicly-funded financial assistance schemes. 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.
5. Reimbursement of tuition fees from the CEF will be made in Hong Kong currency. Course providers should collect tuition fees from the CEF applicants in Hong Kong dollars or convert tuition fees collected

in foreign currency to Hong Kong dollars on the tuition fee receipts.

## **X. De-registration**

Courses once registered as reimbursable courses with the CEF are liable to be de-registered or suspended upon the occurrence of certain specified events. The provisions concerning de-registration or suspension of a course are set out in Annex II to the proforma Terms and Conditions.

**Proforma Terms and Conditions applicable to all courses registered as reimbursable courses with the Continuing Education Fund (CEF)**

**Registration of Reimbursable Course with the CEF**

The Secretary for Labour and Welfare's approval of registration of the course ("Course") as a reimbursable course with the CEF ("Registration") is granted on and subject to the following terms and conditions:

(References to "you" and all other cognate expressions shall mean the course provider whose application for Registration was approved)

1. The Course shall fulfill and meet all the requirements and specifications set out herein and in:
  - (a) the "Guide to Registering a Reimbursable Course for Non-self-accrediting Course Providers" (as from time to time amended) ("Guide to Registering a Reimbursable Course");
  - (b) the "Guide to Assessment of Courses for Non-self-accrediting Course Providers" (as from time to time amended) ("Assessment Guide");
  - (c) the application form and all supporting documents and revisions submitted by you prior to the Registration in connection with your application for Registration; and
  - (d) all correspondences between yourself and the Hong Kong Council for Accreditation of Academic and Vocational Qualifications (HKCAAVQ) on or before the date of the letter of approval of Registration from the Secretary for Labour and Welfare ("SLW").

(all of the above together with this letter and its Annexes are collectively referred to as "CEF Terms").

2. 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 structural risks.

You shall maintain and renew upon expiry adequate insurance to be written by authorised insurers (within the meaning of that term as set out in the Insurance Companies Ordinance, Cap 41 of the Laws of Hong Kong) 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.

3. You shall keep record (in hardcopy and/or in softcopy) for 7 years of the following in respect of the Course, which should be produced for inspection, and photocopying, by officers of the Labour and Welfare Bureau (LWB), the Office of Continuing Education Fund (OCEF), and the HKCAAVQ from time to time upon request:
  - (a) Evidence of each CEF applicant's compliance with the admission requirements;
  - (b) Teaching materials;
  - (c) Marked assignment completed by each CEF applicant;
  - (d) Assessment results achieved by each CEF applicant ;
  - (e) Enrollment by each CEF applicant;
  - (f) Attendance by each CEF applicant;
  - (g) Receipts of payment of tuition fees and other monies made by each CEF applicant;
  - (h) Promotion/publicity materials;
  - (i) End of course evaluation forms completed by each CEF applicant; and
  - (j) such other records mentioned in other parts of the CEF Terms.
4. You shall not effect any change to the course specifications for so long as the Registration remains in effect, for example changes to course title, contact hours, content, instructors/presenters, assessment requirement, venue, mode of delivery, any licensing, partnership or collaboration arrangement, tuition fees and other monies payable by CEF applicants, and so on, without the prior written approval of SLW. You should also inform SLW of any suspension, cancellation or discontinuation of the Course. Nothing herein shall be construed to prejudice SLW's power to amend the documents mentioned in paragraph 1(a) and 1(b) from time to time.
5. To avoid confusion to the public, promotion of the Course should only start after details of the Course have been published on the CEF website.

6. Without prejudice to the generality of paragraph 16(f) below, you shall comply with the requirements set out in Section X of the Guide to Registering a Reimbursable Course 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 the Course who are CEF applicants.
7. You shall not make or give any gifts, discount, rebates or any other concession or financial inducements of whatsoever form to participants of the Course whether before or after they have enrolled to the 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 Course.
8. Any form of splitting or sharing of the fees payable by the CEF applicants of the Course (including tuition fees and/or other monies) by you, with the CEF applicants, or with the employers of the CEF applicants, or with any other person, in return for such CEF applicants attending the Course, or the employers or person of such CEF applicants inducing or requiring the CEF applicants attending the Course, is strictly prohibited.
- 8A. Notwithstanding paragraphs 7 and 8 above, you may hire an agent or sub-contractor to recruit participants for the 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 paragraphs 7 and 8 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. Notwithstanding the foregoing, engagement of CEF applicants in the Course as recruitment agents for that Course is strictly prohibited.
9. In the event that you are found to be in breach of paragraphs 7, 8 and/or 8A above, without prejudice to other rights and claims of the Government against you and other parties, you shall, upon the first written demand of SLW, account to the Government the full amount paid by the Government to CEF applicants then as

reimbursement of the tuition fees which they have paid you for the Course to which the breach relates.

10. Only courses which have been approved by SLW to be registered as reimbursable courses with CEF may be promoted as reimbursable courses. You may not promote any other courses or part thereof which are not reimbursable courses. The following wordings should be used in the description of “reimbursable courses” in your promotional materials or any other related documents in relation to the Course:

**“The course has been included in the list of reimbursable courses for Continuing Education Fund purposes”**

**“課程已加入持續進修基金可獲發還款項課程名單內”**

- 10A. You shall not operate or promote CEF course with other non-CEF course/programme/module offered by your institution or other institution unless you have already declared and provided sufficient information at the registration application stage that the Course would be part of a full programme or SLW 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.
11. Save to the extent permitted under paragraph 10 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. SLW shall be entitled to require you to withdraw or cease using any promotional materials which he considers to be inappropriate or undesirable. In particular, unless otherwise permitted under paragraph 10A above, you may only promote the course using the course title, in English and/or Chinese, as listed in this letter.
12. Where the Course is a language course, you should ensure that CEF applicants are informed of the requirements set out in the “Guidance Notes on the Continuing Education Fund [SFAA 191]” before tuition fee reimbursement under the CEF will be made by the Government.

- 12A. You shall adopt the refund policy at Annex I in relation to tuition fees paid by CEF applicants and ensure that the CEF applicants are informed of the refund policy prior to enrolment of the Course.
- 12B. A course brochure/leaflet outlining the course contents, contact hours, tuition fee, and refund policy in respect of the Course shall be distributed to each Course participant upon enrollment with a copy to the OCEF for record.
- 12C. For CEF applicants who have enrolled to the Course on or after 1 April 2010, unless otherwise exempted in writing by the SLW, you are required to collect tuition fees from such participants of a Course by equal monthly instalments. You are prohibited from collecting from such participants the tuition fees for the Course under any other payment schedule.
13. You must fully cooperate with the officers of SLW, the OCEF, and the HKCAAVQ and promptly provide all relevant information and documents which any one of them may from time to time request for inspection and photocopying or otherwise for the purposes of administration of the CEF.
14. You should provide CEF applicants with documentary proof of “successful completion” of the Course to support their claims for reimbursement from the Government. Such documentary proof may include a certificate of award, a letter or a transcript from you certifying that the CEF applicants concerned has attended the Course for the prescribed minimum contact hours and has passed the assessment of the Course.
15. 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 with and conform in all respects to the provisions of any legislation and regulation applicable to the provision of the Course.
16. You undertake and warrant that for so long as the Registration remains in effect:
  - (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 Registration and from time to time during the continuance of the Registration are true, accurate and complete; all records to be kept by you in compliance with paragraph 3 above are true, accurate and complete;
  - (c) you shall comply, and shall ensure each Course Instructor to comply, with all applicable laws and regulations in the provision and conduct of the 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 Course and to bear all costs, charges and expenses that may be incurred in obtaining and maintaining the permits and licenses;
  - (e) the application form 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 Course or the Registration.
17. You shall indemnify and keep indemnified the Government and the CEF from and against:
- (a) all and any claims, actions, investigations, demands, proceedings, threatened, brought or instituted against the Government or the CEF; and
  - (b) all liabilities (including liability to pay compensation and damages), damage, losses, costs, charges and expenses which the Government or the CEF may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government or CEF

may pay or incur in relation to any claim action or proceeding instituted by, or against, the Government or the CEF),

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 your employee, agent, consultant or sub-contractor in the provision or conduct of the Course.

18. You shall comply with the Prevention of Bribery Ordinance (Cap. 201).
19. The Course may be de-registered or have its registration as reimbursable course status suspended in accordance with the provisions set out in Annex II hereto. In the event of de-registration of the Course, you shall comply with and observe all the requirements specified in Annex II upon a de-registration.
20. Without prejudice to the Government's power to de-register the Course, in the event that you shall have conducted the Course otherwise than in accordance with the CEF Terms, or you shall have failed to comply with or observe any of the provisions set out in the CEF Terms, the Government may by notice in writing to you require that the Course (or such part thereof as stipulated by the Government) be re-conducted in strict accordance with the CEF Terms (and that no additional fees shall be chargeable on the participants of the 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 Government in the notice.
21. All rights and powers of the Government hereunder may be exercised by SLW for and on his behalf.
22. Notwithstanding anything herein to the contrary, paragraphs 9,12A,13,14,17,19,20,21 of this letter shall continue to have full force and effect and constitute binding obligations on your part notwithstanding de-registration of the Course in the manner

mentioned in paragraph 19 above. The restrictions in paragraph 11 shall also continue to apply, but it will no longer be subject to any exception as allowed under paragraph 10 or 10A.

23. In this letter:

(a) references to “CEF applicants” mean those participants of the Course who have opened an account with the CEF or intend to do so before the commencement of the Course; and

(b) if the approval for registration relates to more than one Course, references to “the Course” in this letter (or “a course” in the Annexes to this letter) shall mean each such Course.

Labour and Welfare Bureau  
March 2010

## ANNEX I – REFUND POLICY

### **A. Refund Policies**

1. In case of closure of the course provider prior to the commencement of the Course, the course provider shall refund to the CEF applicants in full all tuition fees and other monies then paid by the CEF applicants immediately.
2. If a course cannot be operated according to the specifications and descriptions originally published and made known to the CEF applicants or otherwise the course specifications and descriptions as specified in the application then submitted by the course provider in applying for registration and that the CEF applicants decline to accept the revised arrangements, the course provider shall refund to the CEF applicants in full or on a pro-rata basis the tuition fees and other monies then paid by the CEF applicants within one month after the CEF applicants have requested for tuition fees refund.
3. If a course cannot be operated on the date or at the time specified in the course leaflet or brochure and CEF applicants 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 applicants within one month after the CEF applicants have requested for tuition fees refund.
4. In case of cessation of a course after its commencement, you shall refund the CEF applicants the tuition fees and other monies then paid by the CEF applicants 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.

### **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 the CEF applicants, and shall be drawn to the attention of all Course participants.
2. The course provider shall refund CEF applicants 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 applicants should sign to acknowledge the receipt.
4. The refund may either be in cash or in cheque.

## ANNEX II – DE-REGISTRATION

### *Ground for de-registration*

1. A course once registered under the Continuing Education Fund (CEF) as a reimbursable course (“Registration”) may be de-registered if the course provider fails to comply with the terms and conditions of approval for registration, or in other circumstances considered appropriate by SLW. The following are examples of the circumstances leading to de-registration (each a “non-compliance event”). They are not exhaustive and are explained for demonstration purposes only:
  - (a) the application for Registration of that course contains false, inaccurate or incomplete information;
  - (b) all and any information or document supplied, and statements and representations made by the course provider to the Government from time to time whilst the Registration remains in effect is untrue, inaccurate or incomplete;
  - (c) the course provider does not comply with any of the terms and conditions set out in the letter issued by the Government granting approval of Registration of that course (“Letter of Approval”);
  - (d) the course provider fails to comply with instructions of the Government in respect of operations of the courses, including measures to remedy breaches;
  - (e) SLW on the advice of HKCAAVQ after an inspection or a series of inspections having been conducted considers that the course fails to meet any of the requirements specified in the Letter of Approval;
  - (f) 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, reorganization, 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 makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been

appointed in respect of the course provider's business or assets (or any part thereof); or

- (g) such other circumstances as SLW deems necessary in order to ensure that the purposes of the CEF are properly achieved or the welfare and safety of Course participants are safeguarded.
2. Occurrence of any of the non-compliance events listed in paragraph 1 above will normally lead to de-registration of all CEF reimbursable course(s) provided by the defaulting course provider. Non-compliance events referred to in any of paragraphs 1(a) to (e) above of a less severe nature may first attract a warning in writing from OCEF to the course provider, which may also be announced through appropriate channels including the website of CEF. In the event of any subsequent occurrence of non-compliance event after a warning is given (whether in relation to the same course or a different course, and whether it is of the same type of non-compliance event or of a different type), all courses provided by the defaulting course provider and registered as reimbursable courses may be de-registered by SLW without further warning.

### *Procedures*

3. Where it is considered necessary to de-register a course, SLW will notify the course provider of his intention to do so ("Notice of Intention to De-register"). Normally speaking, the course provider will be allowed no less than 7 calendar days following the written notification to make written representations to SLW before a final decision is made by SLW concerning the proposed de-registration ("Formal De-registration"). Any decision made by SLW shall be final and binding on the course provider. To protect the welfare of CEF applicants, and the interests of the Government and CEF, the course provider will be required, pending the final decision, to cease accepting CEF applicants and commencing new classes for the courses for the purpose of CEF with immediate effect after the date when the Notice of Intention to De-register is issued to the course provider (by facsimile). If and when the Formal De-registration decision becomes final: no CEF applications for opening an account with the CEF involving a course commencement date later than the date when SLW de-registers the relevant course will be approved by OCEF. The course provider shall refund those CEF applicants who

have enrolled in courses commencing after the date of issue of the Notice of Intention to De-register in full all tuition fee and other monies then paid by the CEF applicants within one month after the Formal De-registration is notified to the course provider. SLW's intention to de-register a course will be announced through appropriate channels including the website of OCEF. The Formal De-registration will be announced in similar manners. A press release will be issued to inform the public of SLW's Formal De-registration decision.

4. Where there is suspicion of fraud or other criminal activity committed by the course provider or its Responsible Person or Course Director (regardless of whether it is suspected to have been done so in the course of carrying out the CEF reimbursable courses or otherwise relating to such courses), SLW may suspend all the courses conducted by the course provider from their status as CEF reimbursable courses by issuing a Notice of Suspension of Registration to the course provider. SLW may also refer the case to the appropriate law enforcement agencies if it is not already under investigation by any of them. The suspension may be announced through appropriate channels including the website of OCEF and press release. Pending the outcome of the investigation by the appropriate law enforcement agencies and where applicable, the relevant criminal proceedings, the course provider shall be required to cease accepting CEF applicants and commencing new classes for the courses purportedly as CEF reimbursable courses with immediate effect after the date of the Notice of Suspension of Registration issued to the course provider (by facsimile). SLW will not consider application submitted by the course provider applying for registration of courses as reimbursable courses under the CEF whilst the suspension continues in effect regardless whether the application is lodged before or after the date of the Notice of Suspension of Registration. The course provider shall refund the CEF applicants who have enrolled in courses commencing after the date of Notice of Suspension of Registration in full all tuition fees and other monies then paid by the CEF applicants within one month. If the outcome of the criminal proceedings leads to a conviction (which conviction is not subject to any on-going appeal to a higher court), SLW will immediately proceed to de-register all courses suspended previously by notice in writing to the course provider. Such de-registration shall be treated as a Formal De-registration

mentioned in paragraph 3 above and shall be announced to the public in the same manner as specified therein.

*Indemnity and follow-up*

5. Upon the Formal De-registration or suspension of a course is made by SLW pursuant to paragraph 3 or 4 above as the case may be:
  - (a) no subsidy of whatsoever form will be made available by the Government or out of the CEF to the participants of the course which have enrolled to the course anytime 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 course;
  - (b) the course provider shall indemnify each of the Government, the SLW and the CEF in accordance with the indemnity clause contained in the Letter of Approval;
  - (c) none of the Government, SLW and the CEF shall 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 course, or any other person arising from the de-registration or suspension of registration;
  - (d) the course provider shall forthwith provide to the Government all such information and documents as the Government may request in connection with the course which has been de-registered or suspended;
  - (e) the course provider shall forthwith cease accepting any new applications for the course as a CEF reimbursable course; and shall refrain from promoting the course as a CEF reimbursable course;
  - (f) SLW shall withdraw particulars of the course from the list of the reimbursable courses under the Continuing Education Fund as published on the CEF's website. In the event of a suspension, particulars of the course will be reinstated if the suspension is withdrawn;

- (g) taking into account the Formal Deregistration, SLW will not consider application submitted by the course provider applying for registration of courses as reimbursable courses under the CEF for one year commencing from the date of Formal De-registration regardless whether the application is lodged before or after the date of De-registration;
  - (h) The course provider shall refund in full the CEF applicants who have enrolled in courses which are scheduled to commence 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 then paid by them within one month after the Formal De-registration or Suspension of Registration. The Refund Procedures mentioned in Section B of Annex I should be followed in making refund to CEF applicants;
  - (i) the course provider shall continue to run the registered courses which have commenced, for CEF applicants who have enrolled, both on or before the date of Notice of Intention to De-register or Suspension of Registration; and
  - (j) the course provider shall inform all affected CEF applicants about SLW's decision to de-register or suspend the courses.
6. Responsible Persons and Course Directors of de-registered or suspended CEF reimbursable courses, and the director/shareholder/partner/sole proprietor (as the case may be) of the course provider of such courses may be disqualified from acting as Responsible Person or Course Director whether for the same course provider or for a different course provider for one year commencing from the date of Formal De-registration.

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

#### *Raising an objection*

7. If a course provider feels aggrieved by a Formal De-registration or suspension, it may raise an objection to the SLW in writing within 45 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.

*Consideration of objection*

8. 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 in writing within 90 days from the date of receipt of the written objection raised by the course provider. During the process, all courses remain de-registered or suspended, as the case may be.
9. Objections not raised in accordance with paragraph 7 above will not be considered.