



香港學術及職業資歷評審局  
Hong Kong Council for Accreditation of  
Academic & Vocational Qualifications

# Guide to Registration, Post-registration and Renewal of Reimbursable Courses under the Continuing Education Fund (operated by Non-self-accrediting Course Providers)

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# 1. Introduction

- 1.1 The Hong Kong Council for Accreditation of Academic and Vocational Qualifications (HKCAAVQ) was established under the HKCAAVQ Ordinance (Cap. 1150) and may conduct accreditation tests generally or as authorised under any other local enactment. HKCAAVQ also performs the statutory roles of the Accreditation Authority and the Qualifications Register (QR) Authority under the Accreditation of Academic and Vocational Qualifications Ordinance (Cap. 592). In the capacity of the Accreditation Authority, HKCAAVQ conducts accreditation tests under the Hong Kong Qualifications Framework (HKQF) (these are collectively known as “accreditation” or “HKCAAVQ accreditation” throughout this Guide).
- 1.2 HKCAAVQ, commissioned by Labour and Welfare Bureau (LWB), is responsible for (a) advising LWB on the registrability of courses to be included in the list of CEF courses under the Continuing Education Fund (CEF), and (b) monitoring the quality of courses after CEF registration, as and when required by LWB. As regards the Office of the Continuing Education Fund (OCEF), it ensures efficient administration of the CEF including reimbursement of tuition fees. Registration of a course under the CEF is hereinafter referred to as “CEF registration” and the course which is so registered is known as “CEF course” or “reimbursable course under the CEF”.
- 1.3 In June 2002, the Government set up the CEF to encourage adults to pursue further education by providing them with subsidies for continuing education and training, with a view to facilitating Hong Kong’s transition to a knowledge-based economy and adaptation to an increasingly globalised economy.
- 1.4 In order to enhance the operation of CEF, a series of enhancement measures applicable to CEF courses that commence on 1 April 2019 are implemented. By way of a short summary, the main terms of operation of CEF with effect from 1 April 2019 include –
- (i) Course providers shall only submit applications for registration of CEF courses which are self-financing courses (i.e. the operating expenses of the courses under application are not supported by any other grant or subsidy from the Government).
  - (ii) Unless course providers opt to apply for both HKCAAVQ accreditation and CEF registration at the same time, prior to the application for CEF registration, the course must already be entered into the Qualifications Register (QR) (“QR registration”). CEF courses registered before May 2008 which have not yet obtained QR registration are required to do so within a transitional period of four years from 1 April 2019.
  - (iii) Application for registration or renewal of registration of CEF courses needs to go through the assessment by HKCAAVQ. Secretary for Labour and Welfare (SLW) is the final approval authority for any application for CEF registration / renewal of registration of such courses.
  - (iv) For all new CEF courses which have obtained the CEF registration on or after 1 April 2019, the validity period of a CEF course, unless earlier suspended or de-registered under any applicable CEF Terms (including those stated in this Guide and in the new proforma terms and conditions set out in Appendix 2 to this Guide), will be the shorter of the following periods: (i) a period of four years from the date of the last prevailing letter issued on behalf of SLW approving the registration

or renewal of registration of the CEF course (“Letter of Approval”), or (ii) the expiry or earlier termination of the QR registration of the CEF course. Before expiry of the validity period, an application for renewal of registration for CEF must be made to ensure that the courses can continue to be included in the list of reimbursable courses under the CEF.

- (v) For all existing CEF courses which have obtained QR registration as at 1 April 2019, the updated validity period of that CEF course will be the period as stated in the Letter of Approval originally issued in relation to such CEF course, or until the end of four years from 1 April 2019 (i.e. 31 March 2023) (whichever period is the shorter) (“updated validity period”). The existing CEF course provider shall renew the CEF registration and if the QR registration of such CEF courses is also expiring, renew such QR registration, before the expiry of the aforesaid updated validity period. Upon successful renewal, the new validity period will follow the validity period as specified in paragraph 1.4(iv) above. For course providers of this type of existing CEF courses which have not yet provided the QR registration record to LWB, they are reminded that they should do so as soon as possible in accordance with footnote 13. Even there has been QR registration, and without prejudice to the updated validity period and their obligation to renew as aforesaid, if LWB does not receive information of such QR registration within the transitional period as defined in paragraph 1.4(vi) below, the CEF course will be removed from the CEF course list from 1 April 2023 without further prior notice. Any time before their notification to LWB of the QR registration record, they should equally publish the statement as further mentioned in paragraph 1.4(vi) below in any promotional material for such course in both English and Chinese.
- (vi) For all existing CEF courses which have not obtained QR registration as at 1 April 2019, the course provider shall obtain QR registration for these existing courses as early as possible and in any event within a transitional period until 31 March 2023 (“transitional period”). These existing CEF Courses shall have an updated validity period of up to 31 March 2023 (“updated validity period”). As and when the QR registration for these courses is obtained, it is the obligation of the course provider to notify LWB as soon as practicable. Upon the notification to LWB of such QR registration, LWB will issue a new Letter of Approval stating a new validity period of such CEF course which will follow the validity period as specified in paragraph 1.4(iv) above. If LWB does not receive information of QR registration of such CEF courses within the transitional period, the updated validity period will expire and the CEF course will be removed from the CEF course list from 1 April 2023 without further prior notice. In the interim, any time before such QR registration during the transitional period whilst the CEF course is still allowed to run, the course provider must publish the following statement in any promotional material for the course in both English and Chinese:
- “The Office of the Continuing Education Fund does not have record of registration of this course under the Qualifications Framework”
- “持續進修基金辦事處未有此課程之資歷架構登記紀錄”
- (vii) However, except for the validity period which will follow the respective arrangements specified in paragraphs 1.4(v) and (vi) above, all existing CEF courses and their course providers who intend to commence new classes for these existing CEF courses on or after 1 April 2019 are required to comply with the new CEF Terms which will override the original terms and conditions set out in the Letter(s) of Approval previously issued to these course providers.

- (viii) For all existing CEF courses, the course providers who will commence new classes of such existing CEF courses on or after 1 April 2019 are requested to confirm compliance with the latest version of the CEF Terms including this Guide and the Letter of Approval as set out in Appendix 2 (except for the validity period which will follow the respective arrangements specified in paragraphs 1.4(v) and 1.4(vi) above). A course provider who has failed to confirm compliance by a specified deadline but continue to operate new classes of such existing CEF courses on or after 1 April 2019 shall be deemed to have agreed to such compliance. SLW reserves the right to suspend and/or de-register the course provider's courses starting from 1 April 2019 should any course provider subsequently indicate objection to any deemed compliance with the CEF Terms.
- (ix) For those existing CEF course providers who have or who are deemed to have agreed to comply with the latest CEF Terms, they shall henceforth comply with and observe all these CEF Terms with effect from 1 April 2019 for all new classes which commence on or after 1 April 2019 (except for the validity period which will follow the respective arrangements specified in paragraphs 1.4(v) and 1.4(vi) above).
- (x) Individual module or a combination of modules (except for Specification of Competency Standards (SCS) / Specification of Generic (Foundation) Competencies (SGC) based courses)<sup>1</sup> may also be submitted for CEF registration as a standalone CEF course<sup>2</sup>.
- (xi) During the validity period, all CEF courses are subject to surprise audit visits and scheduled on-site inspections by LWB, OCEF and HKCAAVQ. Each scheduled on-site inspection covers both real-time inspection of the CEF course as it is conducted, and inspection of the records kept and maintained by the CEF course providers. For surprise audit visits, only inspection of the records will be made but not real-time inspection of the CEF course. Failure to comply with the required standards or any of the CEF Terms may lead to de-registration or suspension of the CEF courses. Course providers must keep complete and accurate records of seven years in preparation for inspections.
- (xii) For all CEF courses commence on or after 1 April 2019 regardless of whether they are existing or new CEF courses, CEF course participants who wish to apply for CEF reimbursement ("CEF applicants") must be Hong Kong residents and are aged between 18 and 70 (i.e. before reaching the age of 71) both at the time when the CEF course commenced and at the time submitting claims for reimbursement. 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 course (including but not limited to subsidies to learners under Study Subsidy Scheme for Designated Professions / Sectors, Non-means-tested Subsidy Scheme for Self-financing Undergraduate Studies in Hong Kong, or grant to institution through University Grants Committee or Employees Retraining Board), he or she may not apply for reimbursement for that course/ module/ credit pursuant to the CEF Scheme.

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<sup>1</sup> More information of SCS-based and SGC-based courses can be found on the website of the QF (<http://www.hkqf.gov.hk/>) for public reference.

<sup>2</sup> For CEF reimbursement purposes, CEF applicants will be eligible for tuition fee reimbursement only upon their successful completion of the course. They may claim reimbursement upon completion of a module of the course only if the module is registered as a standalone CEF course on the list of CEF courses.

- (xiii) CEF applicants must have successfully completed the CEF 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 or grade equivalent as prescribed for the course, and where applicable, passed the specified benchmark test(s) at the specified (or higher) level(s) concerned for a CEF course which is a language proficiency course.
  - (xiv) For CEF courses which classes commence on or after 1 April 2019, eligible CEF applicants may be reimbursed parts of the tuition fee paid for a CEF course (80% of the tuition fee (applicable for the first HK\$10,000 subsidy); and 60% of the tuition fee (applicable for the second HK\$10,000 subsidy), up to a total of HK\$20,000 subsidy per person under the CEF, on successful completion of a CEF course. The actual rules of calculation of the reimbursement of subsidy amount to CEF applicants for each course shall follow the content on the CEF website.
- 1.5 Unless in the case where the existing CEF course provider will not commence new classes for their existing CEF courses on or after 1 April 2019, with effect from 1 April 2019, this Guide replaces (a) the “Guide to Registering a Reimbursable Course for Non-self-accrediting Course Providers”; and (b) the “Guide to Assessment of Courses for Non-self-accrediting Course Providers” (collectively, “Previous Guides”). Any reference to the Previous Guides shall be replaced by this Guide.
- 1.6 This Guide contains the assessment requirements, timeframe and procedures for non-self-accrediting course providers intending to apply for registration or renewal of registration of courses as CEF Courses. It also gives an overview of the requirements that course providers must comply with during the post-registration stage.
- 1.7 For enquiries about the HKCAAVQ’s assessment service for CEF courses, please contact HKCAAVQ at [cef@hkcaavq.edu.hk](mailto:cef@hkcaavq.edu.hk) or by phone at 3658 0241.

## 2. Registration

2.1 To apply for registration of courses under the CEF, course providers have to demonstrate with supporting evidence that they comply as at the time of application and throughout the validity period of the registration of the course under the CEF all of the following requirements in paragraphs A to C below (which are also applicable to renewal of registration unless specified otherwise). In addition, the course provider must show to the satisfaction of SLW that the course provider, proposed Responsible Person and Course Director are fit and proper for taking up these roles.

### A. Eligibility Requirements

#### (i) Experience in Course Delivery

A course provider must have at least two years of continuous experience in delivering similar courses to learners aged 18 or above immediately prior to the application.

#### (ii) Accreditation Status

The course must be, and must continue to be throughout the validity period of the registration of the course under the CEF, an accredited course registered with QR or part of an accredited course<sup>3</sup>.

#### (iii) Past Performance Record

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

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

Even if the one-year period as mentioned above has lapsed since the de-registration, the course provider must still demonstrate that it is fit and proper to offer CEF courses despite its past non-compliance record with the terms and conditions of CEF and the gravity of the breaches which led to the past de-registration.

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<sup>3</sup> Individual module or a combination of modules (except for SCS / SGC based course) may also be submitted for CEF registration as a standalone CEF course.

## **B. Requirements on Course Provider**

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

A course provider must possess valid (a) Certificate of Fire Service Installations And Equipment<sup>4</sup> and (b) public liability insurance issued by an authorised insurer<sup>5</sup>, and both (a) and (b) shall be in relation to all teaching premises; and (c) Certificate(s) of Insurance for out-of-classroom activities delivered within or outside of Hong Kong (if any).

### **(ii) Complaint Handling**

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

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

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

## **C. Requirements on Course**

### **(i) Admission Requirements**

The admission requirements of the course must be clearly stated in quantifiable terms<sup>6</sup> whenever feasible.

### **(ii) Course Content**

Teaching topics together with their corresponding contact hours must be clearly presented in the sequence of delivery.

A course registered with the QR under the Area of Study and Training “A08 Languages and Related Studies” and whose learning outcomes intend to enhance the language proficiency in terms of listening, speaking, writing or reading (including language skills for workplace or real life applications and skills in cultural aspects of communication) will be regarded as a “Language Proficiency Course”. A Language Proficiency Course, except Written Chinese and Sign Language,

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<sup>4</sup> This refers to a Certificate of Fire Service Installations and Equipment issued by a Fire Service Installation Contractor registered under the Fire Services (Installation Contractors) Regulations (Cap. 95A).

<sup>5</sup> Public liability insurance issued by an authorised insurer under the Insurance Ordinance (Cap. 41).

<sup>6</sup> Use clear and quantifiable terms. General statements such as, “Completion of secondary school education, some proficiency in English, and/or some working experience preferably in related fields”, should be avoided. It should be clearer to state, “Minimum of Level 3 for English Language and Level 2 for any other two subjects in HKDSE; plus minimum of 1 year of full-time working experience in accounting”.

must lead to any one of the benchmark tests or examinations<sup>7</sup>. The course must specify the attainment level of the test / examination, which should be commensurate with the intended learning outcomes.

### **(iii) Contact Hours**

The contact hours (i.e. face-to-face teaching-and-learning hours) of the course must be at least 30, except for SCS / SGC based courses, language proficiency courses and courses on Interpersonal and Intrapersonal Skills for the Workplace (IISW). The language proficiency course and IISW course must meet the following requirements:

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

Distance learning courses, which incorporate some face-to-face elements, will be assessed on a case-by-case basis.

### **(iv) Assessment**

The weighting of each assessment item forming part of the overall mark / grade of the course must be stated clearly.

### **(v) Attendance Requirement**

Attendance requirement of the course must be specified clearly, and must be at least 70% of the total contact hours of the course<sup>8</sup>.

### **(vi) Course Completion and CEF Reimbursement Requirements**

The course completion and CEF reimbursement requirements<sup>9</sup> of the course, including the pass mark / grade of assessments, must be stated clearly with quantifiable terms.

<sup>7</sup> Examples of language benchmark tests or examinations are available on the CEF website at <https://www.wfsfaa.gov.hk/cef/en/language/claimants.htm> for reference. Course providers may propose other benchmark tests or examinations with justifications subject to the approval by LWB. If no appropriate benchmark tests or examinations are available in Hong Kong, LWB may exempt a particular language proficiency course from meeting the requirement of benchmark test or examination. In such cases, the burden of proof is rested with the course providers.

<sup>8</sup> At least 70% of the total contact hours of the course, or such higher attendance requirement as prescribed for the course.

<sup>9</sup> At least 50% or such higher overall passing mark or grade equivalent as prescribed for the course.

### **(vii) Proof of Completion**

Learners must be provided with documentary proof<sup>10</sup> upon successful completion of the course.

### **(viii) Staff Appointment Criteria**

Appointment criteria for Course Directors and instructors must be clearly stated in the application form in quantifiable terms<sup>11</sup> whenever feasible. The Course Director to be appointed in relation to each course shall be responsible for the overall management and quality of the course. The Course Director should possess relevant experience in course management<sup>12</sup>.

### **(ix) Course Fee**

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

### **(x) Planned and Actual Learner Numbers**

Planned / actual learner number of a course should be stated. The actual learner number of a son module which forms part of an accredited mother programme and that of the mother programme should be comparable to demonstrate that the son module is an integral part of the full programme.

## **Routes and Procedures for Applications**

- 2.2 There are two routes for course providers to apply for registering their courses under the CEF, namely (a) Registration of CEF Course cum HKCAAVQ Accreditation; and (b) Registration of CEF Course subsequent to HKCAAVQ Accreditation.
- 2.3 **Registration of CEF Course cum HKCAAVQ Accreditation** – Course providers may apply for registration of CEF courses with its application for HKCAAVQ accreditation (for Initial Evaluation (IE) and/or Learning Programme Accreditation (LPA)) in one go. They are required to submit to HKCAAVQ via HKCAAVQ e-Portal (a) an *Application Form for Registration / Renewal of Registration (For Non-self-accrediting Course Providers)* for registration of CEF courses and (b) an Accreditation Document for applying for HKCAAVQ accreditation. Whilst all information requested in both application forms will still have to be completed, where the same supporting document is requested in both application forms, only one set may be submitted but not necessary in duplicate.

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<sup>10</sup> Documentary proof of successful completion of the course may include a certificate of award, a letter or a transcript from the course provider certifying that the CEF claimant has passed the relevant course assessment by showing the assessment result, attendance and date of course completion.

<sup>11</sup> Clear and quantifiable terms should be specified whenever possible. For example, use "a higher diploma / associate degree or above plus minimum 10 years of full-time working experience" instead of "a post-secondary qualification and substantial working experience".

<sup>12</sup> It is permissible that the Course Director is appointed for more than one CEF course.

- 2.4 **Registration of CEF Course subsequent to HKCAAVQ Accreditation** – Course providers may apply for registration of CEF courses after the courses have been accredited by HKCAAVQ and registered with the QR. Under this route, they are also required to submit to HKCAAVQ an *Application Form for Registration / Renewal of Registration (For Non-self-accrediting Course Providers)* via HKCAAVQ e-Portal for registration of CEF courses.
- 2.5 Under the above two routes, HKCAAVQ would extract information on course(s) for assessing CEF registration from relevant documents and information collected by HKCAAVQ during the HKCAAVQ accreditation process such as the Accreditation Document and Accreditation Report. This would help minimise the duplication of information submitted by course providers to HKCAAVQ for the purposes of CEF registration and HKCAAVQ accreditation. A flow chart showing the different steps required under the two routes is at **Appendix 1**.
- 2.6 After the independent assessment on whether a course can register as a CEF course according to the assessment requirements listed in paragraph 2.1 above, HKCAAVQ will pass the application together with a recommendation for each course to SLW, who is the approval authority of application for registration of CEF courses, for consideration. LWB will notify the course provider of the result of the application in writing.
- 2.7 The *Application Form for Registration / Renewal of Registration (For Non-self-accrediting Course Providers)* which specifies the required information to be submitted in the application for registration of CEF courses is available on the HKCAAVQ website at <http://www.hkcaavq.edu.hk>.
- 2.8 Details of HKCAAVQ accreditation can be found in the *Manual for the Four-stage Quality Assurance Process under HKQF*. The evidence required for IE and LPA is also detailed in the Evidence Guides for Accreditation. These Manual and Evidence Guides are available on the HKCAAVQ website at <http://www.hkcaavq.edu.hk>.

### **Timeframe for Processing the Applications**

- 2.9 HKCAAVQ will normally complete the assessment for courses using the route of **Registration of CEF Course cum HKCAAVQ Accreditation** within 7 calendar days after the accredited courses have been registered on the QR subject to the availability of all required information. For courses using the route of **Registration of CEF Course subsequent to HKCAAVQ Accreditation**, HKCAAVQ will normally take 30 calendar days for assessment of the course seeking CEF registration, subject to the availability of all required information.
- 2.10 Further processing of the application by LWB will normally take 30 calendar days. A longer period may be required if it is necessary to clarify and request further information from the course provider.
- 2.11 HKCAAVQ will only process an application after the relevant fee is settled.

## Outcomes of the Applications

2.12 LWB will determine whether the course is suitable for registration under the CEF taking into account the recommendation of HKCAAVQ. The possible outcomes of an application for registration of CEF courses are:

- Approval
- Conditional approval – approval is subject to the fulfilment of conditions imposed by LWB
- Non-approval with reasons

Where approval is granted for the registration of a CEF course or renewal of such registration on or after 1 April 2019, the validity period of a CEF course, unless suspended or de-registered under any applicable CEF Terms, will be the shorter of the following periods: (i) a period of four years from the date of the last prevailing Letter of Approval, or (ii) the expiry or earlier termination of the QR registration of the CEF course.

## Objections to the Assessment

2.13 If a course provider feels aggrieved by the assessment, he may raise an objection containing sufficient information concerning the alleged grounds for its objection to the assessment to SLW in writing within 45 calendar days after the date of the notice of assessment.

2.14 Provided the objection contains all relevant information, an officer who is at least one rank higher than the one who made the decision will personally examine the objection submitted by the course provider and inform the course provider of the decision in writing within 90 calendar days from the date of receipt of the written objection. Objections not raised in accordance with paragraph 2.13 above will not be considered.

## Fee Schedule – Fees Payable to HKCAAVQ

2.15 An application for CEF registration may cover more than one course. The CEF assessment fee is HK\$500 per course regardless of the routes of application. The assessment fee paid is normally non-refundable. In addition to CEF assessment fee, a course provider is required to pay an application fee for HKCAAVQ accreditation if the course has not been accredited and uploaded onto the QR. Fees for seeking HKCAAVQ accreditation can be found on the HKCAAVQ website at <http://www.hkcaavq.edu.hk>.

## 3. Post-registration

### Proforma Terms and Conditions

- 3.1 Upon obtaining the approval granted by SLW in relation to registration (or renewal of registration) as CEF courses, course providers are required to observe the terms and conditions collectively referred to as the “CEF Terms” as defined in the Letter of Approval issued by LWB including those terms and conditions set out in the Letter of Approval. References to “CEF Terms” throughout this Guide shall have the same meaning as specified in the aforesaid Letter of Approval. The proforma terms and conditions to be set out in the Letter of Approval are attached to this Guide (**Appendix 2**). SLW reserves all rights to from time to time make changes to the CEF Terms including this Guide and the terms and conditions set out in the Letter of Approval.

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

- 3.2 The OCEF under the Student Finance Office is responsible for processing applications from eligible CEF applicants for reimbursement of tuition fees they paid for attending courses registered as CEF courses, subject to the ceiling and co-payment ratios of tuition fees specified in paragraph 1.4(xiv) above. Course providers are required to observe the following requirements from OCEF:
- (i) 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 and completion dates of the course, etc. Course providers should also submit a specimen of their stamp chop to OCEF for record and verification purposes.
  - (ii) To facilitate OCEF’s vetting during the reimbursement stage, course providers must state on each of the tuition fee receipts the date of payment received and the commencement date of the course concerned. Course providers are also required to certify on the Application Form that (a) the CEF applicant concerned has successfully completed the course by attending at least 70% of the total contact hours of the course (or such higher attendance requirement as prescribed for the course, **whichever applicable**); and (b) the CEF applicant concerned has met the CEF reimbursement requirement for the course as assessed by whichever method approved by SLW (including any examination and/ or assignment, based on approved weighting), i.e. either 50% or such higher overall passing mark or grade equivalent as prescribed for the course, **whichever applicable**; and (c) the information submitted by the CEF applicant in respect of the course title, actual amount of tuition fees paid, date of 1<sup>st</sup> instalment of tuition fee paid, course commencement date and completion date is correct and complete. Course providers should issue documentary proof (please refer to footnote 10 above) to CEF applicants on their successful completion of the course.
  - (iii) To verify the correctness and completeness of information submitted by CEF applicants in support of applications for reimbursement, OCEF will from time to time conduct inspections of the course participants’ 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) / module(s) / credit(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.

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

## Accreditation Status and Registration with QR

- 3.3 Course providers must ensure that the course is operated in a manner that continuously meets the HKCAAVQ accreditation standards applicable to the accredited course and the course provider. The course must also maintain its QR registration during the CEF validity period. If the registration validity period of QR is abridged or no longer valid, the CEF registration status will automatically lapse and the course will no longer be included in the list of CEF courses<sup>13</sup>.

## Seeking Approval for Amendments

- 3.4 Course providers are required to seek approval from LWB via HKCAAVQ for proposed amendment(s) to any of the specifications of the course. No amendment should be implemented before receiving the written approval from LWB. NOTE: Unauthorised change(s) made to a registered course will be considered as non-compliance with the CEF Terms. Specifications of the course are further defined in clause 7 of the proforma terms and conditions in Appendix 2.
- 3.5 Course providers can use the *Application Form for Amendment* to seek approval for amendments made to the course. If the course is accredited by HKCAAVQ and the proposed amendment constitutes substantial change to the HKCAAVQ accreditation status, prior approval from HKCAAVQ should be sought on the substantial change before submitting a CEF amendment application. Normally, HKCAAVQ will take 30 calendar days to complete an amendment application upon receipt of all necessary documents.
- 3.6 Further processing of the application by LWB will normally take 30 calendar days. A longer period may be required if it is necessary to clarify and request further information from the course provider.
- 3.7 The *Application Form for Amendment* is available on the HKCAAVQ website at <http://www.hkcaavq.edu.hk>.
- 3.8 Information on substantial change to HKCAAVQ accreditation status is available in the Guidance Notes on Substantial Change to Accreditation Status on the HKCAAVQ website at <http://www.hkcaavq.edu.hk>.

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<sup>13</sup> All existing CEF courses which have not obtained QR registration as at 1 April 2019 must do so within the transitional period. Once and if the QR registration is obtained, the course provider is not required to submit any application to renew the CEF registration of such courses but only to inform LWB. Upon such QR registration is notified to LWB, the CEF registration will be renewed without the need for application and the new validity period will follow the period as stated in paragraph 1.4(iv) above. When such new validity period is about to expire, the course provider will equally be required to submit an application for renewal of the CEF registration, and if the QR registration is also expiring, also renewal for such QR registration.

## Inspections

- 3.9 As deemed necessary, post-registration onsite inspection visit(s) which may involve both surprise audit visits and scheduled inspections on classes and records kept and maintained by the course providers may be conducted by officers from LWB, HKCAAVQ or OCEF. Such exercises are to ascertain whether the course concerned continues to fulfil the CEF registration criteria, and whether the imposed conditions under the CEF Terms are fulfilled. Scheduled inspections by HKCAAVQ may involve class observations by HKCAAVQ staff, specialists with relevant subject knowledge (as appointed by HKCAAVQ), and officers from LWB and/or OCEF, during which the effectiveness of delivery and operation of the courses will be scrutinised. HKCAAVQ will liaise with course providers as necessary to confirm the relevant arrangements (e.g. date and time) prior to the conduct of scheduled inspections.
- 3.10 To facilitate the conduct of post-registration onsite inspection visit(s), course providers must keep full and complete records for seven years as stipulated in the proforma terms and conditions (clause 5 of Appendix 2) and documents to demonstrate that the CEF course is continuously monitored and reviewed for quality assurance purpose.

## Non-compliance with CEF Terms

- 3.11 For course providers in breach of the CEF Terms, they may, but not as of right, first attract a reminder or warning in writing from OCEF. Subsequent non-compliance with the aforementioned terms and conditions (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) may lead to de-registration and/or suspension.
- 3.12 Where there is suspicion of fraud, unfair trade practices 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 courses or otherwise relating to such courses), SLW may suspend any or all courses conducted by the course provider from their status as CEF courses by issuing a Notice of Suspension of Registration to the course provider. For details, please refer to **Annex II** of proforma terms and conditions at **Appendix 2**.
- 3.13 A CEF course may be de-registered or suspended if the course provider fails to comply with any of the CEF Terms, or in other circumstances considered appropriate by SLW. The examples of the circumstances leading to de-registration or suspension (i.e. a “non-compliance event”) and the consequences of occurrence of non-compliance event(s) are listed in **Annex II** of proforma terms and conditions at **Appendix 2**.

## 4. Renewal of Registration

- 4.1 Renewal of registration of CEF courses is required such that the CEF courses can continue to be included in the list of CEF courses upon expiry of the validity period.
- 4.2 The assessment requirements for renewal of CEF registration are the same as those of CEF registration (see paragraph 2.1 above).
- 4.3 There are two routes for course providers to apply for renewal of registration of courses as CEF courses, namely (a) Renewal of Registration before HKCAAVQ Re-accreditation; and (b) Renewal of Registration cum HKCAAVQ Re-accreditation.
- 4.4 **Renewal of Registration before HKCAAVQ Re-accreditation** – Course providers which apply for renewal of registration of CEF courses before the expiry of validity period of the the QR registration<sup>14</sup> are required to submit to HKCAAVQ an *Application Form for Registration / Renewal of Registration (For Non-self-accrediting Course Providers)* via HKCAAVQ e-Portal for seeking renewal of registration of CEF courses.
- 4.5 **Renewal of Registration cum HKCAAVQ Re-accreditation** – Course providers which apply for renewal of registration of CEF courses with conduct of HKCAAVQ re-accreditation (for Learning Programme Re-accreditation (Re-LPA)) in one go are required to submit to HKCAAVQ via HKCAAVQ e-Portal (a) an *Application Form for Registration / Renewal of Registration (For Non-self-accrediting Course Providers)* for renewal of registration of CEF courses and (b) an Accreditation Document for seeking HKCAAVQ Re-accreditation. A flow chart showing the different steps required under the two routes is at **Appendix 1**.
- 4.6 For courses using the route of **Renewal of Registration before HKCAAVQ Re-accreditation**, course providers are required to apply for renewal of CEF registration at least 4 months before the expiry date of the CEF validity period of the courses. The validity period of CEF course renewal has no effect on the validity period of HKCAAVQ accreditation status. After renewal, the CEF course has to seek HKCAAVQ re-accreditation before the expiry date of QR registration<sup>15</sup>.
- 4.7 As for courses using the route of Renewal of Registration cum HKCAAVQ Re-accreditation, course providers are required to apply for renewal of registration of CEF courses at least 11 months before the expiry date of the QR registration validity period. Regardless of the routes of renewal, if course providers fail to complete the renewal of CEF registration by the expiry date, the CEF registration status will

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<sup>14</sup> This application route should only usually be applicable to courses whose QR registration validity period is longer than the CEF validity period.

<sup>15</sup> Where the course provider submits just an application for renewal of CEF registration for a course using this route, i.e. not an application for renewal of the QR registration at the same time, on condition that the QR registration is still valid at the time of any approval for the renewal of CEF registration of a course ("existing QR registration"), the CEF registration of that course will have a provisional validity period of up to four years from the date of the Letter of Approval approving the renewal of CEF registration ("CEF Renewal Letter of Approval") even if the existing QR registration will expire sooner. On the condition that the existing QR registration of that course will be renewed upon expiry ("renewed QR registration"), the validity period of the CEF registration of that course will become the shorter of the following periods: four years from the date of the CEF Renewal Letter of Approval or when the renewed QR registration expires or is earlier terminated. If there is no renewed QR registration, the validity period of the course will expire when the existing QR registration expires or is earlier terminated. Hence the validity period as mentioned in paragraph 1.4(iv) of this Guide shall be read subject to this footnote 15 for the aforesaid renewal situation. Alternatively, even if the existing QR registration is not expiring, course providers may still seek CEF renewal and HKCAAVQ re-accreditation at the same time using the "Renewal of Registration cum HKCAAVQ Re-accreditation" approach.

automatically lapse and the course will be removed from the list of CEF courses. Subsequent registration for expired CEF courses will be treated as new applications.

## Timeframe for Processing the Applications

- 4.8 For courses using the route of **Renewal of Registration before HKCAAVQ Re-accreditation**, HKCAAVQ will normally take 30 calendar days for assessment of the course seeking renewal of CEF registration, subject to the availability of all required information.
- 4.9 HKCAAVQ will normally complete the assessment for courses using the route of **Renewal of Registration cum HKCAAVQ Re-accreditation** within 7 calendar days after the validity period of the re-accredited courses has been extended on the QR, subject to the availability of all required information.
- 4.10 Further processing of the application by LWB will normally take 30 calendar days. A longer period may be required if it is necessary to clarify and request further information from the course provider.
- 4.11 HKCAAVQ will only process an application after the relevant fee is settled.

## Outcomes of the Applications

- 4.12 LWB will determine whether the course is suitable for renewal of registration under the CEF taking into account the recommendation of HKCAAVQ. The possible outcomes of an application for renewal of registration of CEF courses are:
- Approval
  - Conditional approval – approval is subject to the fulfilment of conditions imposed by LWB
  - Non-approval with reasons.

Where approval is granted for the registration of a CEF course or renewal of such registration on or after 1 April 2019, the validity period of a CEF course, unless suspended or de-registered under any applicable CEF Terms, will be the shorter of the following periods: (i) a period of four years from the date of the last prevailing Letter of Approval, or (ii) the expiry or earlier termination of the QR registration of the CEF course.

## Objections to the Assessment

- 4.13 If a course provider feels aggrieved by the assessment, he may raise an objection containing sufficient information concerning the alleged grounds for its objection to the assessment to SLW in writing within 45 calendar days after the date of the notice of assessment.
- 4.14 Provided the objection contains all relevant information, an officer who is at least one rank higher than the one who made the decision will personally examine the objection submitted by the course provider and inform the course provider of the decision in writing within 90 calendar days from the date of receipt of the written objection. Objections not raised in accordance with paragraph 4.13 above will not be considered.

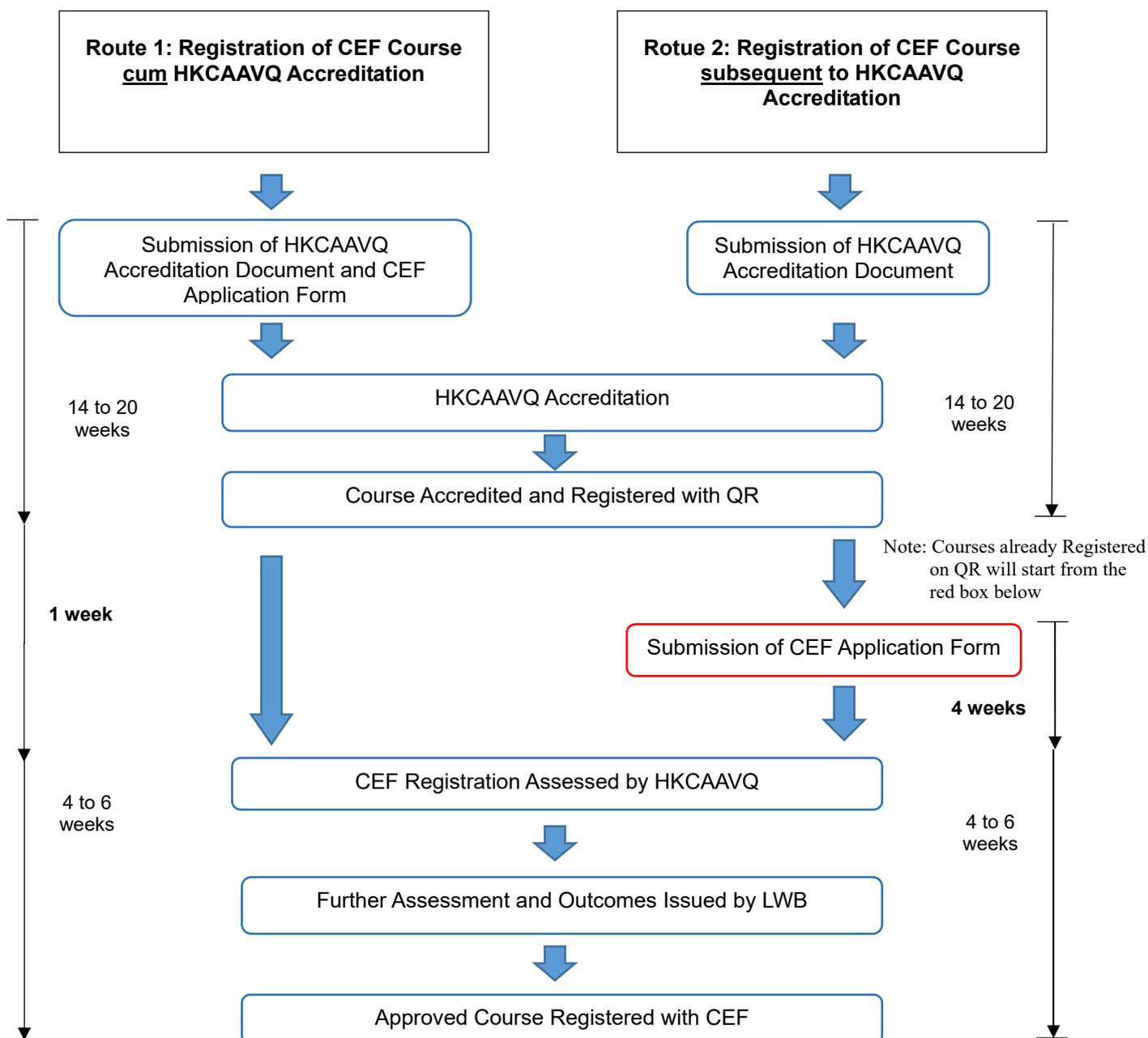
## **Fee Schedule – Fees Payable to HKCAAVQ**

- 4.15 An application for renewal of CEF registration may contain more than one course. The CEF assessment fee is HK\$500 per course regardless the routes of application. The CEF assessment fee paid is normally non-refundable. In addition to CEF assessment fee, a course provider is required to pay an HKCAAVQ re-accreditation fee if the course has not been re-accredited and uploaded onto the QR. Fees for seeking HKCAAVQ re-accreditation can be found on the HKCAAVQ website at <http://www.hkcaavq.edu.hk>.

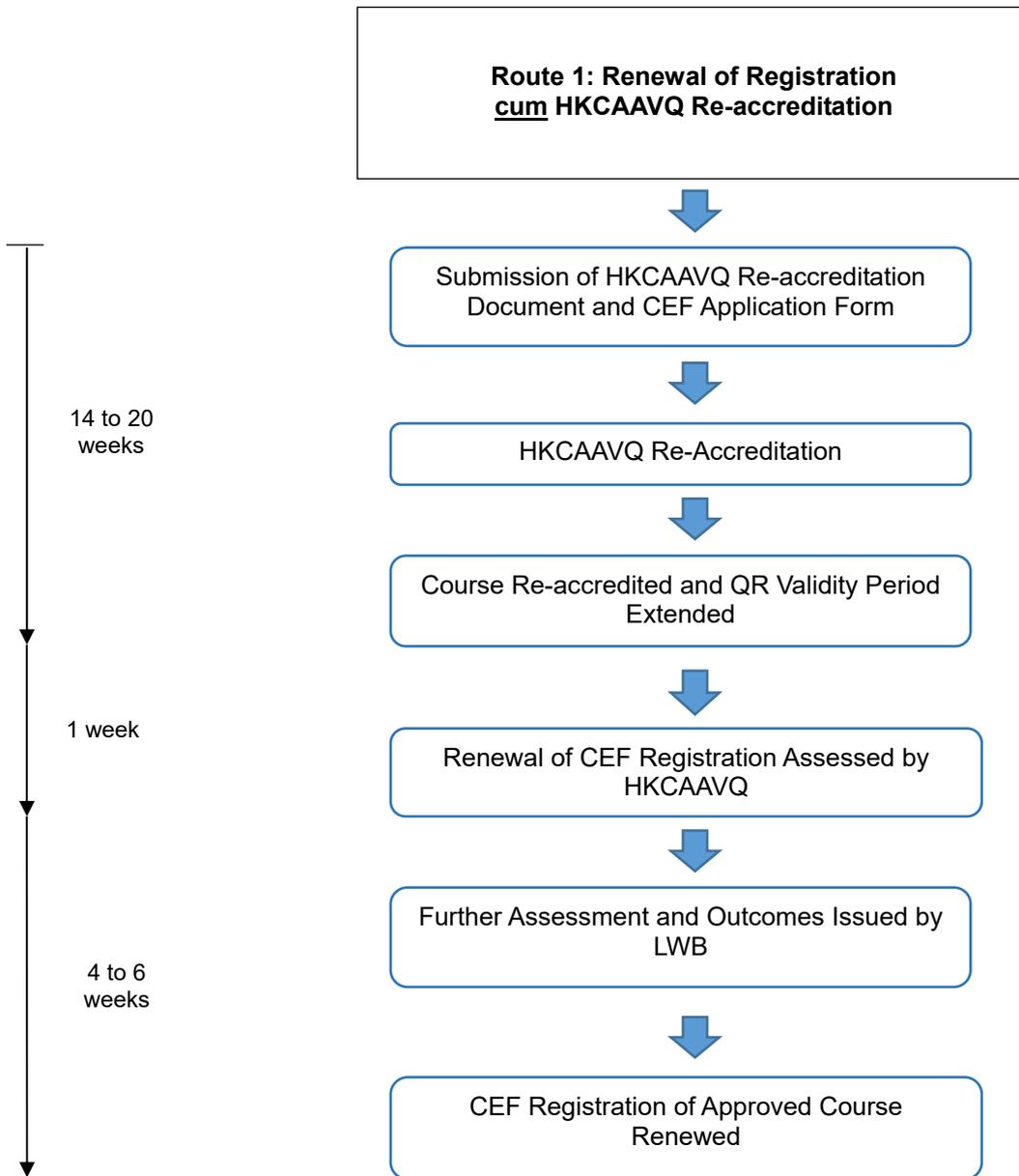
## **Ongoing Compliance**

- 4.16 Course providers must ensure that CEF courses continue to comply with the relevant requirements stated in Section 3 above during the post-registration stage.

Flow chart of CEF Registration under two routes



## Flow chart of Renewal of CEF Registration under two routes



**Route 2: Renewal of Registration  
before HKCAAVQ Re-accreditation**  
(usually applicable to courses whose QR validity  
period is longer than the CEF validity period)

Submission of CEF Application Form

Renewal of CEF Registration Assessed by HKCAAVQ

Further Assessment and Outcomes Issued by LWB

CEF Registration of Approved Course Renewed

4 weeks

4 to 6  
weeks

Re-accreditation Document to  
be Submitted to HKCAAVQ 11  
Months before the Expiry of QR  
Validity Period

Notification to HKCAAVQ on  
Extended QR Validity Period for  
renewing CEF Registration

Note: Course providers should be aware  
of the expiry of QR validity period  
and start preparation for  
re-accreditation nearer the time

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

*Preamble*

Secretary for Labour and Welfare (“SLW”) is the approval authority for registration / renewal of registration of courses as reimbursable courses under the CEF. The designated officers of Labour and Welfare Bureau (“LWB”) may exercise the power to approve the registration, renewal, suspension, de-registration of such courses as well as other administrative matters relating to the operation of such courses on behalf of SLW. The last prevailing letter of approval (“Letter of Approval”) serves to notify you SLW’s approval of registration or renewal of registration of the course as identified in the attachments to the Letter of Approval (“Course” or “CEF Course”) as a reimbursable course under the CEF (“Registration” or “CEF Registration”). The approval is granted on and subject to the following terms and conditions:

(References to “you” or “course provider” and all other cognate expressions shall mean the course provider whose application for Registration was approved under the Letter of Approval)

1. The Course shall fulfil and meet all the requirements and specifications set out in the Letter of Approval (including Annexes I and II) and also in:
  - (a) the “Guide to Registration, Post-registration and Renewal of Reimbursable Courses under the Continuing Education Fund operated by Non-self-accrediting Course Providers” (as from time to time amended) (“Registration Guide”);
  - (b) the application form and all supporting documents and revisions submitted by you prior to the Registration in connection with your application for Registration;
  - (c) all correspondences between you and the Hong Kong Council for Accreditation of Academic and Vocational Qualifications (HKCAAVQ) or LWB on or before the date of the Letter of Approval; and
  - (d) all requirements and directives as may from time to time be prescribed or given on behalf of SLW or the Office of the Continuing Education Fund (OCEF) specifically to you or generally to all non-self-accrediting course providers.

(all of the above together with the Letter of Approval and its Annexes are collectively referred to as “CEF Terms”).

- 2a. The validity period of the Course, unless suspended or de-registered under any applicable CEF Terms, will be the shorter of the following periods: (i) a period of four years from the date of the Letter of Approval, or (ii) the expiry or earlier termination

of the registration of the CEF Course on the Qualifications Register (“QR registration”). Before expiry of the validity period, an application for renewal of CEF Registration must be made to ensure that the Courses can continue to be included in the list of reimbursable Courses under the CEF.

- 2b. For all existing CEF Courses which **have not** obtained QR registration as at 1 April 2019, the course provider shall obtain QR registration for these existing Courses as early as possible and in any event within a transitional period until 31 March 2023 (“transitional period”). These existing CEF Courses shall have an updated validity period of up to 31 March 2023 (“updated validity period”). As and when the QR registration for any of these Courses is obtained, it is the obligation of the course provider to notify LWB as soon as practicable. Upon the notification to LWB of such QR registration, LWB will issue a new Letter of Approval stating a new validity period of such CEF Course which will follow the validity period as specified in clause 2a above. If LWB does not receive information of QR registration of such Courses within the transitional period, the updated validity period will expire and the Course will be removed from the CEF Course list from 1 April 2023 without further prior notice.
- 2c. For all existing CEF Courses which have obtained QR registration as at 1 April 2019, and intend to commence new classes for such CEF Courses on or after 1 April 2019, the updated validity period of that CEF Course will be the period as stated in the Letter of Approval originally issued in relation to such CEF Course, or until the end of four years from 1 April 2019 (i.e. 31 March 2023) (whichever period is the shorter) (“updated validity period”). The existing CEF course provider shall renew the CEF Registration and if the QR registration of such CEF Courses is also expiring, renew such QR registration, before the expiry of the aforesaid updated validity period. Upon successful renewal, the new validity period will follow the validity period as specified in clause 2a above. For course providers of this type of existing CEF Courses which have not yet provided the QR registration record to LWB, they are reminded that they should do so as soon as possible. Even there has been QR registration, and without prejudice to the updated validity period and the obligation of the course providers to renew as aforesaid, if LWB does not receive information of such QR registration within the transitional period as defined in clause 2b above, the CEF Course will be removed from the CEF course list from 1 April 2023 without further prior notice.

(References to “validity period of a Course” shall mean the validity period as stated in clause 2a or the updated validity period as stated in clause 2b or 2c, whichever is applicable.)

- 3a. In the case of expiry of the validity period of a Course, the CEF Registration of the Course will be discontinued on the same day. Course providers should not commence new classes as reimbursable Courses under the CEF or promote these Courses as the CEF reimbursable Courses once the validity period of a Course expires. You are solely accountable for the possible disruption of Course commencement due to late submission of renewal application. You shall continue to run classes of the CEF Courses which have commenced before the date of expiry of the validity period for

CEF Course participants until completion for those CEF Course participants who have enrolled prior to such date.

- 3b. In the case when the QR registration of the CEF Course has expired earlier than originally scheduled and is due to the occurrence of any default or event causing the QR registration to be earlier terminated (viz similar to the de-registration of the CEF Registration as contemplated in Annex II to the Letter of Approval), the CEF Registration of the Course will be discontinued and the CEF Course will no longer be included in the list of reimbursable Courses under the CEF on the same day. In addition, the consequences following from such termination are the same as those stated in paragraph 5 of Annex II to the Letter of Approval as in the case of a Formal De-registration save that paragraph 5(g) shall not apply and references therein to Formal De-registration shall mean termination of the QR registration. Specifically, but without prejudice to the generality of the foregoing, as one of the consequences set out in paragraphs 5(h) and 5(i) of Annex II, you shall refund in full to all Course participants who have enrolled to the classes of the Course if they are scheduled to commence on or after the date of expiry, all tuition fees and other monies then paid by them (whether or not CEF reimbursable) within one month after the date of earlier termination of the QR registration. The Refund Procedures mentioned in Section B of Annex I to the Letter of Approval should be followed in making the refund. You shall continue to run classes of the Course which have commenced before the date of earlier termination of the QR registration until completion for CEF Course participants who have enrolled prior to that date. In the case that an appeal against the decision of the abridgement of the QR registration under the Accreditation of Academic and Vocational Qualifications Ordinance (Cap. 592) overthrows the original decision and resumes the relevant QR registration, LWB may consider resuming the CEF Registration of the Course upon written request by the Course provider.
4. You must take all reasonable steps to ensure all premises are safe for the purpose of delivering the Course and adequate protection has been taken against all risks including fire and building safety risks. You shall maintain and renew upon expiry of adequate insurance to be written by authorised insurers (within the meaning of that term as set out in the Insurance Ordinance (Cap. 41)) to cover against liabilities arising from deaths and personal injuries of participants of the Course and other persons in the premises where the Course is held and during related out-of-classroom activities delivered within or outside of Hong Kong (if any). Please also take note that the Registration does not exempt you from compliance with all relevant statutory requirements applicable to the Course. You should well acquaint yourself, your employees, agent, consultant or sub-contractor with and conform in all respects to the provisions of any legislation and regulation applicable to the provision of the Course.
5. You shall keep record (in hardcopy and/or in softcopy and/or computer log or in any other electronic format) since the date the relevant record is generated and until seven years after completion of the class(es) concerned of the following in respect of the Course, which should be produced for inspection, and duplicating or photocopying, by officers of LWB, OCEF, and HKCAAVQ from time to time upon request:

- (a) Evidence of each CEF Course participant's compliance with the admission requirements;
  - (b) Teaching materials;
  - (c) Marked assignment completed by each CEF Course participant;
  - (d) Assessment results achieved by each CEF Course participant;
  - (e) Enrolment by each CEF Course participant;
  - (f) Attendance by each CEF Course participant;
  - (g) Receipts of payment of tuition fees and other monies made by each CEF Course participant and acknowledgement of receipt of refunds to CEF Course participants;
  - (h) Course brochure/leaflet, promotion/publicity materials and a log on the distribution of such materials (including the distribution channel(s) adopted, the duration of distribution, etc.);
  - (i) End of Course evaluation forms completed by each CEF Course participant;
  - (j) Record of all recruitment agent(s) or sub-contractor(s) appointed to recruit participants for the CEF Course;
  - (k) Statements signed by CEF Course participants in relation to clauses 17 and 18 below;
  - (l) Complaint log and documents in relation to the complaints received; and
  - (m) Such other records mentioned in other parts of the CEF Terms.
6. You must fully cooperate with the officers of LWB, OCEF, and HKCAAVQ and promptly provide all other information and documents which any one of them may from time to time request for inspection and duplicating or photocopying or otherwise for the purposes of administration of the CEF.
7. You shall not effect any change to the Course specifications throughout the validity period of a Course and thereafter up to the completion of all classes which are scheduled to commence before the date of expiry of the validity period, including but not limited to changes to Course title, contact hours, contents, admission requirements, instructors/presenters, assessment requirements, venue, mode of delivery, any licensing, partnership or collaboration arrangement, prescribed passing marks and minimum attendance requirement, tuition fees and other monies payable by CEF Course participants, and so on, without the prior written approval of SLW. Please note that any changes to the registered courses without prior approval is regarded as a non-compliance with CEF Terms and may lead to de-registration or other regulatory actions. You should also inform SLW of any unilateral suspension, cancellation or discontinuation of the Course on your part. In general, applications for retrospective amendments will not be considered, unless in very exceptional circumstances with extremely strong justifications submitted within a reasonable timeframe after the changes have taken effect. In any case, SLW reserves the right to take action against the unauthorised change even if exceptional retrospective approval were to be granted. You should also note that the refund policy in Annex I to the Letter of Approval may apply as and when appropriate. Nothing herein shall be construed to prejudice SLW's power to amend the documents mentioned in clause 1(a) from time to time. Unless

otherwise expressly specified, any approval for any amendment which may be given on behalf of SLW should not be construed as a subsequent Letter of Approval after the Letter of Approval for the purposes of determining the validity period of a Course.

8. To avoid confusion to the public, promotion of the Course as CEF reimbursable and any enrolment of Course participant(s) should only start after the receipt of the Letter of Approval. For renewal of the validity period of a Course, the promotion and enrolment of those classes of the Course which are to commence after the original validity period of the Course should only start after the receipt of the Letter of Approval for that renewal application.
9. Without prejudice to the generality of clause 25(f) below, you shall comply with all the CEF Terms including the requirements set out in paragraph 3.2 of the Registration Guide and such other requirements and directions from time to time issued by the OCEF concerning the reimbursement by the Government of tuition fees and other monies (or such part thereof) paid by participants of the Course. You shall agree to the disclosure of the names of your institution as well as your Courses and record of your non-compliance with the CEF Terms to be promulgated on the CEF website or other channels for reference by the public and learners.
10. While a course provider is, upon approval (as stated in the Course information attached to the Letter of Approval, where applicable), allowed to include activities of the Course that are delivered outside of Hong Kong, the Course tuition fees must only cover the part of the Course that is delivered in Hong Kong and such activities outside of Hong Kong should be charged separately from the tuition fees. The tuition fees should not cover other expenses, including any materials not reasonably necessary for the purpose of or incidental to the delivery of Course. SLW will be the final arbitrator in this regard as to whether certain proposed expense(s) qualifies as such and may or may not be covered in the tuition fees. The course provider may from time to time be requested to provide information concerning the charging for SLW's determination. Course participants shall be well informed that only the tuition fees as defined above is reimbursable under CEF subject to all applicable restrictions and caps under the CEF Terms.
11. You shall not make or give any gifts, discount, rebates or any other concession or financial inducements of whatsoever form to participants of 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.
12. Any form of splitting or sharing of the fees payable by the CEF Course participants (including tuition fees and/or other monies) by you, with the CEF Course participants, or with the employers of the CEF Course participants, or with any other person, in return for such CEF Course participants applying to enrol to the Course or attending the Course, or the employers or person of such CEF Course participants inducing or requiring the CEF Course participants attending the Course, is strictly prohibited.

13. Notwithstanding clauses 11 and 12 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 to clauses 11 and 12 above), and (b) in addition to the foregoing, you shall be responsible for all acts and omissions of the agent(s) or sub-contractor(s) as if they were your own. You are required to keep a proper record of all recruitment agent(s) or sub-contractor(s) appointed by you for this purpose for the checking of LWB, OCEF or HKCAAVQ. Your agent or sub-contractor must state clearly in its promotion materials/channels that it is engaged by a specific CEF Course provider. Notwithstanding the foregoing, engagement of CEF Course participants as recruitment agents is strictly prohibited.
14. In the event that you are found to be in breach of clauses 10, 11, 12 and/or 13 above, without prejudice to other rights and claims of the Government against you and other parties, you shall, upon the first written demand of LWB, account to the Government the full amount paid by the Government to CEF Course participants then as reimbursement of all or any part of the tuition fees which they have paid you for the Course to which the breach relates.
15. Only Courses which have been approved on behalf of SLW to be registered as Courses with CEF may be promoted as CEF Courses. You must not promote any other courses or part thereof which are not CEF Courses in a false or misleading manner as if they are CEF Courses. Starting from 1 April 2019, the following wordings for (i) below must be included in every Course brochures, promotional materials or any other related documents in relation to the Course in the description of the Course, while starting from 1 September 2019, both wordings for (i) and (ii) below must be included:

**(i)**

**“This course has been included in the list of reimbursable courses under the Continuing Education Fund”**

**“本課程已加入持續進修基金可獲發還款項課程名單內”**

**(ii)**

*[Starting from 1 September 2019 on top of (i)]*

**“[This course / The mother course (*Title of Qualification*) of this module is recognised under the Qualifications Framework (QF Level[ ])]”**

**“[本課程 / 本單元所屬之主體課程(資歷名稱)在資歷架構下獲得認可(資歷架構第[ ]級)”**

**OR** (for existing CEF Courses which have not yet obtained QR registration or the course provider has not provided the QR registration record of these CEF Courses to LWB as at 1 April 2019 and any time during the transitional period)

**“The Office of the Continuing Education Fund does not have record of registration of this course under the Qualifications Framework”**

**“持續進修基金辦事處未有此課程之資歷架構登記紀錄”**

16. You shall also comply with the requirement on publication of advertisement under the Guidelines for Advertisements relating to the Qualifications Framework (“QF”), including but not limited to accurately depict the QR registration number and validity period of the relevant QR entry. You should inform LWB immediately when there is any change in the QR status, including but not limited to the QR registration number and validity period.
17. You shall not operate or promote the CEF Courses with other non-CEF courses/programmes/modules offered by your institution or other institution(s) (or give a reasonable person the impression that the CEF Course is part of a package of other non-CEF courses) unless LWB has given prior written approval to you that the Course registered under the CEF may become part of a full programme which is not registered under the CEF. Even if approval is granted, you should provide to the Course participants the information in writing on which part of the full programme is eligible for CEF reimbursement, and remind them that they are not obliged to take the full programme for the purpose of CEF reimbursement. Every participant of the Course should sign a statement to acknowledge such at the time of enrolment.
18. You should provide a statement of consent for every Course participant to sign upon Course enrolment agreeing that his/her personal data and any other information such as those in relation to the application for the Course or any items as stated in clause 5 above will be disclosed to LWB, OCEF and HKCAAVQ for the purpose of inspection and/or fees reimbursement upon request.
19. Save to the extent permitted under clause 15 above, you shall not advertise, or hold yourself out as an agent, employee, servant, representative or partner, of the Government; nor imply that the Government is in any way responsible for your acts and/or omissions. LWB shall be entitled to require you to withdraw or cease using any promotional materials which it considers to be inappropriate or undesirable. In particular, unless otherwise permitted under clause 17 above, you may only promote the Course using the course title, in English and/or Chinese, as listed in the Letter of Approval.
20. Where the Course is a language proficiency course, you should ensure that CEF Course participants are informed of the requirements set out in the “Continuing Education Fund Guidance Notes for Application [SFO 301]”, in particular the requirement to attend benchmark test (where applicable as stated in the Course information attached to the Letter of Approval). The requirement shall be notified to CEF Course participants at the time of enrolment and be fulfilled before they make application for tuition fees reimbursement under the CEF.

21. You shall adopt the refund policy at Annex I to the Letter of Approval in relation to tuition fees paid by CEF Course participants and ensure that CEF Course participants are informed of the refund policy prior to enrolment of the Course.
22. A brochure/leaflet outlining the title, contents, contact hours, QF level as appropriate, tuition fees, and refund policy in respect of the Course shall be distributed to each Course participant upon enrolment. You should also keep a log on the distribution of the brochure/leaflet and other publicity materials (including the distribution channel(s) adopted, the duration of distribution, etc.) for the inspection of LWB, OCEF or HKCAAVQ upon request.
23. Unless otherwise exempted in writing by LWB, 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. Tuition fee receipt which states the date of payment received, number of instalment and the commencement date of the Course concerned should be provided to CEF Course participant for each and every payment as soon as the respective payment is made.
24. Without prejudice to the detailed requirements set out in paragraph 3.2 of the Registration Guide, you should provide CEF Course participants 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 Course participants have attended the Course for the prescribed minimum contact hours and the assessment result which has passed the prescribed assessment of the Course on a specified date of Course completion. You shall also assist the CEF Course Participants to certify the above facts in their application forms submitted to the OCEF for reimbursement.
25. You undertake and warrant that for so long as the validity period of a Course remains in effect and thereafter until the completion of all classes which are scheduled to commence before the expiry of the validity period:
  - (a) you and every person employed or appointed by you for delivery of the Course (“Course Instructors”) shall use all the experience, skill, care and diligence in the provision and delivery of the Course as may be expected from a person who is an expert in providing and delivering courses of a kind similar to the Course;
  - (b) all information supplied, and statements and representations made by you or on your behalf in your application submitted to the Government for 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 clause 5 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.
26. You shall set up a complaint handling mechanism which clearly indicates the available channels for all Course participants to file their complaints relating to the CEF Course, timeline for handling complaints and procedures for reporting back the follow-up actions to the complainants. The details of such mechanism should be easily accessible by all Course participants and provided to all Course participants in writing upon request. You shall also maintain a complaint log and keep the documents concerned for inspection upon request.
27. 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.

28. You shall comply with the Prevention of Bribery Ordinance (Cap. 201).
29. The Course may be de-registered or have its Registration as CEF Course status suspended in accordance with the provisions set out in Annex II to the Letter of Approval. In the event of de-registration or suspension of the Course, you shall comply with and observe all the requirements specified in Annex II upon a de-registration or suspension.
30. Without prejudice to the Government's power to de-register or suspend 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.
31. All rights and powers of the Government or of SLW under the CEF Terms may be exercised by SLW or an officer of LWB acting for SLW.
32. Notwithstanding anything herein to the contrary, clauses 5, 6, 14, 21, 24, 25, 27, 29, 30, 31 above shall continue to have full force and effect and constitute binding obligations on your part notwithstanding the expiry of Registration, or de-registration/suspension of the Course in the manner mentioned in clause 29 above. The restrictions in clause 19 shall also continue to apply, but it will no longer be subject to any exception as allowed under clause 15 or 17.
33. In the Letter of Approval (and this Enclosure):
  - (a) references to "Course participant" means a participant who has enrolled to the CEF Course regardless of whether or not he has expressed any indication to apply for reimbursement of the tuition fees under the CEF;
  - (b) if the approval for Registration relates to more than one Course, references to "Course" or "CEF Course" in the Letter of Approval (and this Enclosure) (or "a course" in the Annexes to the Letter of Approval (and this Enclosure)) shall mean each such Course.
  - (c) terms defined in the Letter of Approval (and this Enclosure) shall have the same meanings when they appear in Annex I and Annex II to the Letter of Approval (and this Enclosure);
  - (d) references to "Letter of Approval" (and this Enclosure) shall include Annexes I and II to the Letter of Approval (and this Enclosure);

- (e) if there are more than one class for the same Course, references to such “Course” shall cover all such classes except that reference to commencement of the Course on or before or after any specified event such as a Notice of Intention to De-register, it shall mean the commencement of those classes of the Course on or before or after the specified event, including in particular for the purposes of Annexes I and II to the Letter of Approval (and this Enclosure); and
- (f) references to “Course” shall refer to the Course whose specifications are from time to time amended with the approval of SLW.

Labour and Welfare Bureau  
February 2019

## ANNEX I – REFUND POLICY

### **A. Refund Policies**

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

### **B. Refund Procedures**

1. The refund arrangement specified above shall form part of the terms and conditions for the provision of the Course by the course provider to all CEF Course participants, viz the CEF Terms.

2. The course provider shall refund CEF Course participants in accordance with the policies stated above.
3. When processing the refund, the course provider may not destroy the tuition fees and other monies receipt originals. Upon receipt of the refund, CEF Course participants should sign to acknowledge the receipt. The course provider should keep all the receipt originals and participants' acknowledgement for record as required under clause 5 of the Letter of Approval to which this Annex I forms part.
4. The refund may either be in cash or in cheque.

## ANNEX II –DE-REGISTRATION AND SUSPENSION

### *Ground for de-registration*

1. A course once registered under the CEF as a CEF Course (“Registration” or “CEF 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 an LWB officer acting on behalf of 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 the 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 is untrue, inaccurate or incomplete;
  - (c) the course provider does not comply with any of the CEF Terms;
  - (d) the course provider fails to comply with instructions of LWB in respect of operations of the Courses, including measures to remedy breaches;
  - (e) the LWB officer 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 CEF Terms;
  - (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, reorganisation, reconstruction, or dissolution of the course provider otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Government in writing, or the course provider 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 the LWB officer 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 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 reminder or warning in writing from OCEF or the LWB officer 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 reminder or 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 CEF Courses may be de-registered by the LWB officer acting on behalf of SLW without further warning. For avoidance of doubt, a reminder or warning to a course provider is not a pre-requisite of triggering de-registration.

## *Procedures*

### De-registration

3. Where it is considered necessary to de-register a Course, LWB will notify the course provider of its intention to do so (“Notice of Intention to De-register”) by fax and/or email and by registered post. Normally speaking, the course provider will be allowed no less than 7 calendar days following the written notification to make written representations to LWB before a final decision is made on behalf of SLW concerning the proposed de-registration (“Formal De-registration” or “de-registration”) and notified to the course provider by fax and/or email and by registered post. Any decision made on behalf of SLW shall be final and binding on the course provider. To protect the welfare of CEF Course participants, and the interests of the Government and the CEF, the course provider will be required, pending the final decision, to cease accepting CEF Course participants and commencing new classes for the Courses for the purpose of the CEF on or after the date of the Notice of Intention to De-register. If and when the Formal De-registration decision becomes final, no CEF applications involving a course commencement date on or later than the date when LWB issues the Notice of Intention to De-register for the relevant Course will be approved by OCEF. The course provider shall refund those CEF Course participants who have enrolled to the classes of the Course commencing on or after the date of issue of the Notice of Intention to De-register in full all tuition fees and other monies then paid by the CEF Course participants within one month after the Formal De-registration is notified to the course provider. LWB’s intention to de-register a Course will be announced through appropriate channels including the website of CEF. The Formal De-registration will be announced in similar manners. A press release will be issued to inform the public of LWB’s Formal De-registration decision.

### Suspension

4. Where there is suspicion of fraud, unfair trade practices 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 Courses or otherwise relating to such Courses), an officer acting for SLW may suspend all or any of the Courses conducted by the course provider from their status as the CEF Courses by issuing a Notice of Suspension of Registration to the course provider. The officer acting for SLW may also refer the case to the appropriate law enforcement agencies if it is not already under investigation by any of them.

Alternatively, in the light of any suspicion of any grounds specified in paragraphs 1(a) to 1(g) above, in lieu of immediate issue of a Notice of Intention to De-register, the officer of LWB may elect to suspend all or any of the Courses pending further investigation which the officer may consider necessary based on the specific circumstances of the case. However, it should be stressed that suspension is not as of right before there is any issue of Notice of Intention to De-register if the ground for de-registration is clear and established to the satisfaction of the officer of LWB. The suspension may be announced through appropriate channels including the website of CEF and press release. Whilst the suspension continues, the course provider shall be required to cease accepting CEF Course participants and commencing new classes for the Courses purportedly as CEF Courses on and after the date of the Notice of Suspension of Registration issued to the course provider (by fax and/or email and by registered post). LWB will not consider application submitted by the course provider applying for Registration of courses as CEF Courses whilst the suspension continues in effect regardless whether the application is lodged before or after the date of the Notice of Suspension of Registration and regardless of whether the course is the same as the suspended Course(s). The course provider shall refund CEF Course participants who have enrolled to the classes of the Course commencing on or after the date of Notice of Suspension of Registration in full all tuition fees and other monies then paid by CEF Course participants within one month. As and when the circumstances so warrant depending on the ground for the suspension, LWB will 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. On the other hand, under those circumstances where LWB considers that the suspension of the Courses should be lifted, (for example where the course provider or Responsible Person or Course Director is acquitted under the relevant criminal proceedings, and such acquittal is not subject to any appeal), LWB may reconsider lifting the suspension and such lifting will be announced through appropriate channels.

#### *Indemnity and follow-up*

5. Upon the Formal De-registration or suspension of each Course is made on behalf of SLW pursuant to paragraphs 3 – 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 on or after the date of the issue of the Notice of Intention to De-register or Notice of Suspension of Registration including but not limited to subsidy in the form of reimbursement of the fees paid by participants for the Course;
  - (b) the course provider shall indemnify each of the Government, LWB and the CEF in accordance with the indemnity clause contained in the Letter of Approval from and against all losses and claims arising from the Formal De-registration or suspension;

- (c) none of the Government, LWB 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 (even if any decision concerning any proposed de-registration or suspension may eventually be lifted);
- (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(s) which has been de-registered or suspended;
- (e) the course provider shall forthwith cease accepting any new applications for the Course as a CEF Course; and shall refrain from promoting the Course as a CEF Course;
- (f) LWB shall withdraw particulars of the Course from the list of the reimbursable Courses under the CEF as published on the CEF website. In the event of a suspension, particulars of the Course will be reinstated if the suspension is withdrawn;
- (g) taking into account the Formal Deregistration or Suspension, LWB will not consider application submitted by the course provider applying for Registration of Courses as CEF Courses for one year commencing from the date of Formal De-registration or during the period where a Suspension is in force, regardless whether the application is lodged before or after the date of De-registration /Suspension;
- (h) the course provider shall refund in full the CEF Course participants who have enrolled to classes of the Course if they are scheduled to commence on or after the date of issue of the Notice of Intention to De-registration or Notice of Suspension of Registration (as the case may be), regardless of the date of their enrolment, all tuition fees and other monies then paid by them (whether or not CEF reimbursable) 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 Course participants;
- (i) the course provider shall continue to run classes of the registered Course which have commenced before the date of Notice of Intention to De-register or Suspension of Registration until completion; and
- (j) the course provider shall inform all affected CEF Course participants about LWB's decision to de-register or suspend the Course.

6. Responsible Persons and Course Directors of de-registered or suspended CEF 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 or during the period where a Suspension is in force.

## **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 LWB in writing within 45 calendar days after the date of the notice of the relevant decision containing sufficient information concerning the alleged grounds for its objection to the Formal De-registration or suspension.

### *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 calendar 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.