

DEED OF INDEMNITY
UNDER THE NON-MEANS-TESTED LOAN SCHEME 2011/12

Please use either the Chinese **OR**
 English version only

THIS DEED OF INDEMNITY is made on the day of(month).....(year) BETWEEN
 (Date on which the Indemnifier signs this Deed)

Mr./Ms./Miss *
 (Name of Indemnifier in Block Capitals) (Name of Indemnifier in Chinese Characters)(if applicable)

bearing a Hong Kong Special Administrative Region ('Hong Kong') Permanent Identity Card No. of
 (Indemnifier) of the one part, and the Government of the Hong
 (Residential Address of Indemnifier) (Address of Post Box or Student Quarters is NOT accepted)
 Kong Special Administrative Region ('Government') of the other part.

WHEREAS the Government has agreed to grant a loan of HK\$ under the Non-means-tested Loan Scheme ('NLS Loan') at the prevailing
 Interest Rate for the Non-means-tested Loan Scheme to Mr./Ms./Miss* ('Student') bearing a Hong Kong
 (Name of Student in Block Capitals)
 Identity Card No. in accordance with the Undertaking signed by him/her on the.....day of.....(month).....(year).
 (Date on which the Student signed the Undertaking)

NOW THIS DEED WITNESSETH that, in consideration of the NLS Loan and in pursuance of the Undertaking, including all amendments, additions and supplements made thereto from
 time to time, the Indemnifier hereby covenants with the Government that he/she will indemnify and keep indemnified the Government against any loss, cost and expense in relation to, resulting from
 or arising out of the Undertaking, and that he/she will pay to the Government on demand the amount of such loss, cost and expense, including the full amount of outstanding annual administrative
 fee(s), any interest loss and recovery costs incurred by the Government due to the late settlement(s) relating to the previous instalment(s), if any, the outstanding interest accrued thereon and the
 outstanding NLS Loan and any other costs incurred by the Government in one lump sum (notwithstanding any reference in the Undertaking to repayments by instalments), whether or not at the time
 of demand the Government shall have exercised any remedies available against the Student.

The Indemnifier agrees that the personal data provided by him/her in connection with the Deed of Indemnity and any other document(s) as required by the Student Financial Assistance
 Agency ('Agency') can be used by the Agency and disclosed to the relevant parties and used by the Agency; and give consent for the Agency to request the relevant parties for personal data in
 accordance with paragraphs 13.1 to 13.3 in Part I as set out in the Non-means-tested Loan Scheme Application Guidance Notes for the 2011/12 academic year [SFAA 140(2011)] ('Guidance Notes').

The Indemnifier also agrees to inform the Controller, Student Financial Assistance Agency ('C, SFAA') if he/she intends to leave Hong Kong for a period longer than 3 months or to
 emigrate; or of his/her new address in writing should he/she move from the above given address or from any other address.

The Indemnifier declares that he/she is not an undischarged bankrupt, is not aware that there is any bankruptcy petition presented against him/her and he/she has not applied/is not applying
 for "Individual Voluntary Arrangement" ('IVA'), and no receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets, and he/she is not
 involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) and no claim (whether inside or outside Hong Kong) is presently in progress or pending or
 threatened against him/her or any of his/her assets as at the date of this Deed.

The Indemnifier also agrees to inform the C, SFAA in writing immediately if he/she is aware that a bankruptcy petition is presented against him/her or a bankruptcy order is made against
 him/her; or he/she applies for IVA; or he/she is aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or if he/she
 is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) if there is any claim (whether inside or outside Hong Kong) against him/her or any of
 his/her assets after he/she signs this Deed.

This Deed shall extend to any variation of or amendment to the Undertaking and to any agreement supplemental thereto agreed between the Government and the Student, and for the
 avoidance of doubt, the Indemnifier hereby authorizes the Government and the Student to make any such amendment, variation or supplemental agreement.

The Indemnifier confirms that he/she is not a director, officer or employee of any of the following persons or body of persons (whether corporate or unincorporate):

- (a) the Institution (as defined in the Undertaking) which offer the course (eligible under the NLS) studied or intended to be pursued by the Student; or
- (b) an operator or local agency (if applicable) of (a) above;
- (c) any of the respective holding companies or subsidiaries of (a) or (b) above.

For the purpose of this Deed, "holding company" and "subsidiary" shall have the respective meanings attributed to such terms under section 2 of the Companies Ordinance (Cap. 32).

The Indemnifier also confirms that he/she has read the contents of this Deed and is satisfied that he/she fully understands its contents and effect before executing this Deed.

This Deed shall take effect upon the Undertaking taking effect in accordance with Clause 18 of the Undertaking and shall have the same effective date as the Undertaking.

This Deed shall be governed by and construed in accordance with the Laws of Hong Kong.

SIGNED, SEALED AND DELIVERED by:

..... in the presence of:
 (Name of Indemnifier in Block Capitals) (Name of Indemnifier in Chinese Characters) (Name of Witness in Block Capitals) (Name of Witness in Chinese Characters)
 (if applicable)

Hong Kong Permanent Identity Card No.: (Indemnifier) (Witness)

Signature: (Indemnifier) (Witness)

Relationship with the Student: (Indemnifier)
 Residential Address:

Occupation and Position: (Indemnifier)

Company Name: (Indemnifier) (Witness)

Company Address: (Indemnifier)
 Telephone No.: (Residential) (Witness)

Residential Address: (Indemnifier)

..... (Indemnifier)

Telephone No.: (Residential) (Indemnifier)

(Office) (Indemnifier)

Date:day of(month).....(year)
 (Date on which the Indemnifier signs this Deed) (Date should be the same as the date on which the Indemnifier signed this Deed)

Declaration: I agree that
 (Name of Witness in Block Capitals)
 the personal data provided by me in connection with this Deed of Indemnity can
 be used by the Agency and disclosed to the relevant parties by the Agency; and
 give consent for the Agency to request the relevant parties for personal data in
 accordance with paragraphs 13.1 to 13.3 in Part I of the Guidance Notes.

- NOTES:**
- Indemnifier should read this Deed of Indemnity in conjunction with the Undertaking to be signed by the Student receiving Loans [SFAA 142] and the Guidance Notes which set out in detail the terms and conditions of NLS Loan.
 - The Deed of Indemnity should be completed and signed by the Indemnifier in the presence of a Witness. **Neither the Student nor the Indemnifier can act as Witness.** Also, the Student is not acceptable to act as Indemnifier for his/her own application.
 - Please fill in the names of the Student, the Indemnifier and the Witness in Chinese (if applicable) and English as recorded in the respective Hong Kong Identity Cards.
 - Any amendments to this Deed of Indemnity (including addition, deletion and alteration) must be certified by the Indemnifier or the Witness, whoever is appropriate, using the same signature(s) signed in this Deed of Indemnity. **Please cross out each wrong part, make the amendment aside and sign against each of the amendment(s). The Agency will not accept documents with amendments made by means of correction fluid or correction tape.**
 - Should the Indemnifier or the Witness use name chop, he/she should mark a '+' next to the chop.
 - If the Deed of Indemnity is considered not properly completed, the Agency reserves the right to refuse accepting it.
 - A person who makes a false instrument, with the intention that he/she or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his/her own or any other person's prejudice, commits the criminal offence.**

* Please delete whichever is not applicable
 SFAA 143(2011)

彌 償 契 據

本 彌 償 契 據 在 _____ 年 _____ 月 _____ 日 訂 立 。 立 契 據 一 方 為 _____
(彌償人簽署本契據的日期) [彌償人中文姓名(正楷)](如適用)

先生/女士/小姐* (_____) (「彌償人」)，香港特別行政區(「香港」)永久性居民身份證號碼為 _____ (_____)，
[彌償人英文姓名(大寫)]

現居於 _____ ；另一方為香港特別行政區政府(「特區政府」)。
(彌償人住址) (郵政信箱或學生宿舍地址概不接受)

鑑於特區政府已同意按照 _____ 先生/女士/小姐* (「學生」)，香港居民身份證號碼為 _____ (_____) 於
(學生中文姓名(正楷))(如適用)

_____ 年 _____ 月 _____ 日所簽署的承諾書(「承諾書」)，根據免入息審查貸款計劃，向學生批給貸款港幣
(學生簽署承諾書的日期)
_____ 元(「免入息審查貸款」)，利息按當時的免入息審查貸款計劃利率計算。

雙方現訂立本契據如下：鑑於免入息審查貸款的批給，並依據承諾書的規定，包括日後所有修訂、新增及附加的條文，彌償人現特向特區政府作出契諾：特區政府如承受與承諾書有關、因承諾書而導致或由承諾書所引起的損失、費用及開支，他/她會向特區政府作出彌償，並使特區政府持續得到彌償；而在特區政府提出要求時，儘管承諾書提及分期還款的安排，又不論特區政府在提出要求時曾否針對學生採取其他可行的補救辦法，他/她亦會立即一次過向特區政府支付該等損失、費用及開支的款額，包括全部尚欠的每年行政費、特區政府因學生逾期清繳之前的分期還款而招致的任何利息損失及任何追討費用及開支、尚欠的累積利息及尚欠的免入息審查貸款，以及特區政府的任何其他費用。

彌償人同意，學生資助辦事處可按照2011/12學年免入息審查貸款計劃申請指引[SFAA140C(2011)](申請指引)第一部分第13.1至13.3段使用及向有關各方披露他/她在本彌償契據及在學生資助辦事處要求下遞交的任何其他文件內提供的個人資料，及向有關各方要求提供個人資料。

彌償人亦同意如他/她擬離開香港超過3個月或移居外地，或在他/她從上述地址或任何其他地址遷往別處時，立即將新地址以書面方式通知學生資助辦事處監督。

彌償人聲明在簽立本契據時，他/她並不是未獲解除破產人身份的人士，他/她不知悉任何其他/她有關於破產呈請，以及他/她並非已經/正在申請「個人自願安排」，也沒有任何人就其任何或全部資產被委任為接管人、管理人、行政接管人、受託人或其他同類人員；此外，他/她現時並未牽涉於任何在香港或其他地方進行的訴訟、仲裁或行政法律程序之中，而現時亦沒有任何正在香港或其他地方進行、待決或可能提出的申索是針對他/她或其任何資產而提出的。

彌償人亦同意，如他/她簽立本契據後，知悉任何與他/她有關的破產呈請或被法院頒布破產令或申請「個人自願安排」，或知悉已有人就其任何或全部資產被委任為接管人、管理人、行政接管人、受託人或其他同類人員，或他/她牽涉於任何在香港或其他地方進行的訴訟、仲裁或行政法律程序之中，或有人針對他/她或其任何資產在香港或其他地方提出任何申索，他/她會立即以書面方式通知學生資助辦事處監督有關情況。

本契據的效力延伸至承諾書的任何更改或修訂，並延伸至特區政府與學生同意的任何附加於承諾書的協議，而為免生疑問，彌償人現特許特區政府與學生作出該等修訂或更改，或訂立該等附加協議。

彌償人確認他/她並非任何下列人士或團體(不論屬法團或非法團)的董事、高級人員或僱員：

- (一) 提供申請人所攻讀或擬攻讀的並符合免入息審查貸款計劃的課程的院校；或
- (二) 上述第(一)項的課程主辦者或本地辦學機構(如適用)；或
- (三) 上述第(一)項或(二)項的任何個別的控制公司或附屬公司。

就本契據而言，「控股公司」或「附屬公司」的定義將根據《公司條例》(第32章)第2條所分別給予上述詞語的涵義而解釋。

彌償人確認他/她在簽立本契據前已閱悉本契據的內容，並確信自己完全明白本契據的內容及效力。

本契據將與承諾書內第18段所述的日期同時生效。

本契據須受香港法律管限，並須按照香港法例解釋。

本契據現由彌償人在右列見證人面前簽署、蓋印及交付作實。

彌償人姓名： _____
(中文姓名(正楷))(如適用) [英文姓名(大寫)]

見證人姓名： _____ (_____)
(中文姓名(正楷))(如適用) [英文姓名(大寫)]

彌償人香港永久性居民身份證號碼： _____ (_____)

見證人香港永久性居民身份證號碼： _____ (_____)

彌償人簽署： _____

見證人簽署： _____

與學生關係： _____

見證人住址： _____

彌償人職業及職位： _____

彌償人公司名稱： _____

彌償人公司地址： _____

彌償人住址： _____

見證人電話號碼(住宅)： _____

彌償人電話號碼： _____
(住宅)

聲明：本人 _____ [見證人姓名(正楷)] 同意，學生資助辦事處可按照「申請指引」第一部分第13.1至13.3段使用及向有關各方披露本人在彌償契據所提供的個人資料，及向有關各方要求提供個人資料。

日期： _____ 年 _____ 月 _____ 日
(彌償人簽署本契據的日期)

日期： _____ 年 _____ 月 _____ 日
(此欄的日期須與彌償人簽署本契據的日期相同)

- 注意：**
1. 彌償人應細閱學生簽立的承諾書「SFAA 142」以及「申請指引」。該份「申請指引」詳細列明免入息審查貸款的條款及條件。
 2. 本彌償契據須由彌償人在見證人面前填寫及簽署。學生及彌償人均不可充當見證人。學生本人亦不能為自己的貸款申請作彌償人。
 3. 請分別按照學生、彌償人及見證人香港身份證上所載的中文姓名(如適用)及英文姓名填寫本彌償契據。
 4. 本彌償契據如有任何更改(包括附加、刪除及修改)，均須由彌償人或見證人(視何者適當而定)簽署作實，該簽署須與本彌償契據內原來簽署相同。請直接刪劃處，於旁邊作出更正後簽署作實。本處不會接納經使用塗改液或塗改帶作出修改的文件。
 5. 如彌償人或見證人使用圖章，必須在圖章旁加註符號「+」。
 6. 如本處認為本彌償契據並未適當地填妥，本處有權拒絕接納本彌償契據。
 7. 任何人士製造虛假文書，意圖由其本人或他人藉使用該文書而誘使另一人接受該文書為真文書，並因接受該文書為真文書而作出或不作某些作為，以致對該另一人或其他人不利，則該名首述的人士即犯刑事罪行。