

Construction Tradesman Collaborative Training Scheme (CTS) Employer Application Form

Application No.: _____
(To be filled by the CIC)
Date Received: _____

Part I: Information of Applicant (Employer)

Please put "✓" in the appropriate Boxes

Company Name: _____

Company Address: _____

Business Registration Number: _____
(Please attach the copy of Business Registration Certificate)

Name and Position of Person-in-charge: _____

Contact Phone No.: _____ Fax No.: _____

Email: _____

Nature of Application: ☐ Voluntary ☐ Mandatory (Specified in the Construction Contract)

Part II: Applicant (Employer) shall possess one of the followings requirement:

- ☐ a. Main Contractor ☐ b. Sub-Contractor under the "Sub contractors Registration Scheme"
(Please provide the SRS no.: _____)

Part III: Choice of Trades (One trade for each application only)

- | | |
|---|---|
| ☐ Bar Bender and Fixer | ☐ Tower Crane Workers' Assistant |
| ☐ Concretor | ☐ Fire Service Mechanical Fitter |
| ☐ Carpenter (Formwork – Building Construction/ Civil Construction) | ☐ Refrigeration/Airconditioning/Ventilation Mechanic (Air System) |
| ☐ Site Surveying (Leveller) | ☐ Refrigeration/Airconditioning/Ventilation Mechanic (Thermal Insulation) |
| ☐ Surveying & Setting Out (Leveller) | ☐ Refrigeration/Airconditioning/Ventilation Mechanic (Water System) |
| ☐ Bricklayer | ☐ Metal Worker |
| ☐ Tiler | ☐ General Welder |
| ☐ Plasterer | ☐ Metal Scaffolder and Metal Formwork Erector |
| ☐ Painter and Decorator | ☐ Crawler-mounted Mobile Crane Operator |
| ☐ Marble Worker (Polishing) | ☐ Crawler-mounted Mobile Crane Operator (Apprentices Scheme) |
| ☐ Plumber | ☐ Ground Investigation Operator |
| ☐ Drainlayer | ☐ Tower Crane Operator |
| ☐ Electrical Wireman | ☐ Underwater Geotextile Special Barge Operator |
| ☐ Anchor Boat Operator | ☐ Underwater Band Drain Special Barge Operator |
| ☐ Rock Placing Pelican Barge Operator | ☐ Sand Pumping Barge Operation Supervisor |

Part IV: Information of Construction Site

Name of the main construction contract and reference number: _____

(Please attach copy of the construction contract)

Name of the Main Contractor of the above contract: _____

Construction Site Address: _____

Construction Period: _____ Training Period: _____
MM/YYYY - MM/YYYY MM/YYYY - MM/YYYY

Work Trade: _____

Expected number of trainees: _____ trainee(s)

Part V: Particulars of Trainer (Please attach CVs)

Please put "✓" in the appropriate boxes

Trainers Name:	
HKID:	
Work Trade:	
* Trainer Qualification:	☐ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "
	☐ Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker.

(*Please attach the copy of certificate)

Trainers Name:	
HKID:	
Work Trade:	
* Trainer Qualification:	☐ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "
	☐ Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience, and registered as Skilled Worker.

(*Please attach the copy of certificate)

(Please continue in Annex 1 - Additional Information if needed)

Part VI: Personal Data Collection Statement

《Personal Data Collection Statement》

- The data provided by applicant (including this form and attachment(s)) shall be used for the purpose of, including (but not limited to), handling the application of this scheme and its relevant issues. CIC might also transfer part of the information to government departments and other organizations that are lawfully authorized to receive the information.
- It is not a must for the applicant to submit all the above information to CIC but assessment may be affected if in default of any necessary personal data during collection.
- In accordance with Personal Data (Privacy) Ordinance, you are entitled to request access to and make correction of any errors in your personal data. If you wish to do so, you shall write to the CIC at **38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong**.
- You can choose whether he/she agrees to receive information disseminated by CIC.

Please put “✓” in the box below if you do not wish to receive such information.

- ☐ I do not wish to receive information from CIC in relation to its activities and construction-related information.

Part VII: Declaration

I/We hereby confirm that I/we will comply with the terms and conditions set out in the CTS Framework Document, this Application Form and as annexed as **Annex 2** to this Application Form and confirm that all information provided by us are correct.

Company chop and authorized signature

Name: _____

Position: _____

Date: _____

Please attach the following documents and put a “✓” in the boxes below

- | |
|--|
| ☐ Copy of Business Registration Certificate |
| ☐ Trainers' CV |
| ☐ Copy of Trainers relevant Trade Test Certificate (If any) |
| ☐ Copy of Trainers Registered Skilled Work certificate |
| ☐ Copy of Construction Contract or valid proof document |

For the use of the CIC only

Part I		Part II	
Part III		Part IV	
Part V		Part VI	
Part VII			
Approved by		Date	

Annex 1 - Additional Information

Part V (Cont'): Particulars of Trainer (Please attach CVs)

Please put "✓" in the appropriate Boxes

Trainers Name:	
HKID:	
Work Trade:	
* Trainer Qualification:	☐ Holder of Registered Skilled Worker of relevant work trade through the "Senior Workers Registration Arrangement "
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(*Please attach copy of certificate)

Additional Information

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Annex 2 - Terms and Condition

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC and the Applicant comprising the Scheme's Framework Document, the Application Form submitted by the Applicant and approved by the CIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any employers that submit an application to participate in the Scheme launched by the CIC.
- (c) **Approved Project** means the Scheme application of the Applicant approved by the CIC.
- (d) **CIC** means the Construction Industry Council.
- (e) **CITB** means the Construction Industry Training Board.
- (f) **Commencement Date** means the date of issue stated on the Notification of Approval issued by the CIC.
- (g) **Framework Document** means the policy document governing the Scheme which can be accessed on the CIC's website (<http://www.cic.hk>).
- (h) **Main Contractor** means the contractor with a direct contractual relationship with the employer of the construction contract.
- (i) **Notification of Approval** means the letter issued by the CIC to the successful Applicant notifying it that its application to participate in the Scheme has been approved.
- (j) **Participant** means trainers and trainees recruited by the Applicant to participate in the Scheme.
- (k) **Scheme** means the collaborative training scheme launched by the CIC to which this Application Form relates to.
- (l) **Sub-contractor** means the contractor who entered into a sub-contract [(whether a valid on-going contract or a soon-to-start contract)] with the Main Contractor to undertake all or part of the construction contract.

(m) Interpretation

In the terms and conditions of the Agreement, except where the context otherwise requires:

- (i) words importing the plural shall include the singular and vice versa,
- (ii) words importing any gender shall include the other genders, and
- (iii) headings are for ease of reference only and do not affect interpretation.

No principles of construction shall apply to the disadvantage of a party because that party was responsible for the preparation of the terms and conditions of the Agreement or any part of it.

2 Applicant's Obligations

- 2.1 The Applicant shall comply with all the provisions of the Agreement. The CIC reserves the right to revise the provisions of the Agreement from time to time without prior notice.
- 2.2 Upon approval of an application, the Applicant shall commence training for the approved trainees within 12 months from the Commencement Date. Approved training places will be forfeited if the Applicant does not do so within such time period. If the Applicant wishes to continue participating in the Scheme, a new application must be submitted.

- 2.3 The Applicant shall complete the Approved Training Plan once commenced. Should there be any circumstances that hinder the Applicant from doing so, the Applicant shall notify the CIC in writing immediately.

3 Training Subsidies

- 3.1 The CIC may withhold payment of the training subsidies or any part of it if in the sole opinion of the CIC:
- (a) The Applicant has failed or is, in the opinion of the CIC, likely to fail to execute the Approved Projects; and
 - (b) Documents submitted by the Applicant in relation to the monthly subsidy reimbursement application do not meet the standards or requirements specified in the Framework Document.
 - (c) Any late reimbursement application is received after 12 months will not be accepted.
- 3.2 The Applicant shall apply the subsidies solely towards the Approved Projects in accordance with the Framework Document.

4 Insurance

- 4.1 The Applicant shall ensure that it and its Sub-contractors, agents or other personnel responsible to conduct training under the Scheme have adequate insurance coverage for its training, operational and business risks including contractors' all risk insurance, third party liability, employees' compensation insurance, directors and officers liability insurance and any other insurance necessary or ordinarily taken for the execution of the trainings under the Scheme. Such insurance shall cover the Participants whether they are employed by the Applicant or its Sub-contractors.

5 Bankruptcy or Receivership

- 5.1 The CIC may at any time by notice in writing summarily terminate the training without entitling the Applicant to the compensation if the Applicant and / or its Sub-contractor shall at any time become bankrupt/insolvent, undergoes or will undergo receivership or liquidation, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Applicant and / or its Sub-contractor, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to the CIC. Accordingly, any training carried out under the Approved Project shall stop immediately and no allowance or subsidy shall be reimbursable to the Applicant as from the date of termination.

6 Probity

- 6.1 The Applicant shall prohibit its employees, agents, Sub-contractors and Participants (whether they are employees of the Applicant or its Sub-contractors) who are involved in the Scheme from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) when conducting business in connection with the Scheme.

7 Personal Data Collection

- 7.1 The Applicant shall ensure the collection, handling and use of the personal data of its Participants or other personnel associated with the execution of the Scheme is in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap 486). This includes the transfer of the personal data to the CIC and through the CIC to the relevant authorities and/or organisations which subsidize the Scheme.

- 7.2 The Applicant shall ensure to provide a written Personal Information Collection Statement as required by the Framework Document to each of the Participants and provide the CIC with a copy of the signed Personal Information Collection Statement obtained from each Participant.
- 7.3 Participants have the right to request access to or correction of personal data. Written requests should be addressed to the CIC in accordance with the data access procedures stipulated on the CIC website <http://www.cic.hk>.

8 Indemnity

- 8.1 The Applicant shall indemnify the CIC against any and all losses, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the CIC arising out of or in connection with the breach of any of the terms and conditions of the Agreement.

9 Liability of CIC

- 9.1 The CIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Applicant and any of the Applicant's directors, officers, employees, sub-contractors, agents or other personnel.
- 9.2 The CIC shall not be held liable for any matters arising from the employment of the Participants by the Applicant and/or its Sub-contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10 Termination of Approved Project

- 10.1 The CIC has the absolute right to terminate the Approved Project, cease to pay any and all allowances and subsidies in the event that the Applicant and/or the Sub-contractors are in breach of the terms stipulated in the Agreement.
- 10.2 No indemnity claims or claims of any other kind may be made against the CIC by the Applicant and/or Sub-contractors.

11 Settlement of Disputes

- 11.1 In relation to any dispute or difference arising out of or in connection with the Scheme, the parties shall first try to resolve the dispute or difference amicably by good faith negotiations between senior representatives of the related parties. In the event that the dispute or difference remains unresolved 28 days after the commencement of such negotiations, the dispute shall then be referred to mediation at the Hong Kong International Arbitration Centre (HKIAC) and in accordance with its Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration at the HKIAC in accordance with the HKIAC's Domestic Arbitration Rules and the Arbitration Ordinance (Cap 609) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate or the failure of the mediation.

12 Governing Laws and Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China.

13 Third party rights

- 13.1 A person or third party who is not a party to this agreement (whether or not a person specified in this agreement) shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce any right under any term of this agreement.