



# Contractor Cooperative Training Scheme Application Form

FOR CIC/HKIC USE

No. : \_\_\_\_\_

Date of Rec: \_\_\_\_\_

Late Update: \_\_\_\_\_

Code: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

## Part I: Information of Applicant (One form per each application)

- Contractor Cooperative Training Scheme (CCTS)
- Contractor Cooperative Training Scheme - E&M Trade (CCTS-E&M)

## Part II: Information of Applicant (Employer)

Name of company :

Name of Person-in-charge :

Position :

Tel. No :

Email: :

## Part III: Training Proposal

Proposed No. of Training Quota:

Proposed Training Period :

MM/YYYY to

MM/YYYY

## Part IV: Information of Construction Site

(1) Reference number of the Main construction Contract :

(2) Name of Main Contractor of the contract :

*Applicant must provide the copy of the construction contract including the following items :*

- (i) name of the main construction contract    (iii) name of the main contractor    (v) end date / duration fo the project  
(ii) reference no. of the main contract    (iv) start date of the construction project,    (vi) signature page with both parties

## Part V: Particulars of Proposed Site trainer

*For each proposed site trainer, please provide a copy of Trade Test card (both front and backsides) and CV. The CV should show the proposed site trainer possessed the required relevant working experience.*

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:



**Part VIII: Declaration of Applicant**

1. Our company/I understand and agree that Construction Industry Council (CIC) has absolute right to decide whether to accept our/my application.
2. Our company/I understand and agree that the CIC has the right to request my company/me to provide the supporting document(s) of the above information or further information and document(s) when considering this application. CIC also has the right to send personnel to inspect the above working location(s).
3. Our company/I understand and agree that the CIC has the right to hire and sign employment contract with employee by monthly salary under this scheme. The period of employment contract should not be less than that specified in the training scheme. It normally takes one to two years depending on the trade.
4. Our company/I understand and agree to provide to the CIC the attendance record, salary payment record/supporting document and training progress schedule of relevant employee(s) after the approval of application and the commencement of employment contract. We/I understand and agree that payment of subsidy shall be delayed should the complete records and supporting documents cannot be provided on time.
5. Our company/I understand and undertake to provide training to employee(s) according to training outline and agree that the CIC can send personnel to the working location of that employee at anytime to inspect whether the training progress, working environment and conditions are safe and reasonable after the approval of the application. We/I understand and agree that if employee/employer is in fundamental breach of the conditions in the Agreement or relevant laws of HKSAR, the CIC has the right to terminate this scheme without any compensation and recover the reimbursed subsidy.
6. Our company/I agree to provide according to labour legislation, including but not limited to, the relevant insurance and MPF contribution to employee(s) and provide all liability insurance to employee(s) while the CIC is not held responsible for all the liabilities of employee(s).
7. Our company/I declare that all information above and attached is true and accurate. We/I understand and agree that if the above information is inaccurate or insufficient, it can affect the approval of application and can lead to a cancellation of an approved application without any compensation.
8. Our company/I understand that if false information is deliberately provided when submitting application or within the effective period of the contract, it may contravene the criminal laws and the CIC has the right to recover from us/me the reimbursed subsidy and make claims.
9. Our company/I hereby confirm that we/I shall observe the terms and conditions stipulated in the framework document as well as the terms and conditions specified in this application form. We/I confirm that all information is accurate.

**Part IX: Personal Data Collection Statement**

<b>《 Personal Data Collection Statement 》</b>	
<ul style="list-style-type: none"> <li>● 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. The CIC might also transfer part of the information to the government departments and other organizations that are lawfully authorized to receive the information.</li> <li>● It is not a must for the applicant to submit all the above information to the CIC but assessment may be affected if in default of any necessary personal data during collection.</li> <li>● In accordance with Personal Data (Privacy) Ordinance, you are entitled to request access to and amend your personal data. If you wish to do so, you shall write to the CIC at 38/F, <b>COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon.</b></li> <li>● You can choose whether he/she agrees to receive information disseminated by the CIC. Please put “√” in the box below if you do not wish to receive the relevant information.</li> </ul>	<input type="checkbox"/> Our company/I do not agree to receive information from the CIC in relation to its activities and construction-related information in the future.

Please attach copy of the following documents and put <input checked="" type="checkbox"/> in the box below:	
<input type="checkbox"/>	Copy of Contract of Construction Project, including (1) name of the main construction contract, (2) reference no. of the main construction contract, (3) name of the main contractor, (4) start date of the construction project, (5) end date / duration fo the project, and (6) signature page
<input type="checkbox"/>	Copy of Subcontract of Construction Project, including (1) start date of the construction project, (2) end date / duration of the project, and (3) signature page with both parties
<input type="checkbox"/>	Trade Test card (both front and back sides) of each proposed site trainer
<input type="checkbox"/>	CV of each proposed site trainer, showing required relevant working experience
<input type="checkbox"/>	CV of the Training Supervisor, showing required relevant working experience
<input type="checkbox"/>	Terms of main contract showing the mandatory requirement to join CCTS / CCTS-E&M

\_\_\_\_\_

Authorized signature                      Company chop

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_

For CIC / HKIC Use			
Approved by:		Date:	

## Annex: Terms and Conditions

### 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 Trade Unions 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) **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.
- (i) **Participant** means trainers, assistant trainers and trainees recruited by the Applicant to participate in the Scheme.
- (j) **Scheme** means the collaborative training scheme launched by the CIC to which this Application Form relates to.
- (k) **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 3 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;
  - (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.
- 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, agents, trainees or other personnel responsible to conduct training under the Scheme have adequate insurance coverage for its training, operational and business risks including third party liability, employees' and trainees' compensation insurance, directors and officers liability insurance and any other insurance necessary or ordinarily taken for the execution of the training 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 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, 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 and Participants (whether they are employees of the Applicant) 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 organizations 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, trainees, agents or other personnel.

9.2 The CIC shall not be held liable for any matters arising from the participation of the Applicant and the Participants in the scheme, 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 is 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.

## **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.

12.2 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.