



**Advanced Construction Manpower
Training Scheme - Pilot Scheme
(Structured On-the-job)
Application Form**

(For CIC/HKIC Use)

No. : _____

Date of Rec : _____

Last Update : _____

Code: A____ - 6____ - ____

Part I: Information of Applicant (Employer)

Name of company : _____ (Please attach copy of a valid Business Registration Certificate)

Name of Person-in-charge :

Position :

Telephone No. :

Email :

Part II: Eligibility of Applicant/ Employer shall meet at least ONE of the following requirements :

Please put "✓" in the box

a. Main Contractor/Members of the Hong Kong Construction Association

b. Contractors who have paid construction levy to the CIC within the past five years

c. Members of the Hong Kong Construction Sub- Contractors Association

d. Members of Hong Kong Plumbing & Sanitary Ware Trade Association

e. Members of Hong Kong Federation of Electrical and Mechanical Contractors Limited

f. Members of Labour Union (Construction)-Related Employer

g. Sub-contractors who are under employment of these contractors mentioned in (a) or (b)

h. Registered companies under the "Registered Specialist Trade Contractors Scheme" or the "Sub-contractors Registration Scheme" of the CIC (Please provide the Registered no.: _____)

i. Owners of refurbishment, repair and maintenance projects or new projects

Part III. Information of Construction Site

(1) Reference number of the main construction contract :

(2) Name of Main Contractor of the above contract :

Applicants must provide the contract copy including the following:

(i) Name of main construction contract

(iii) Name of main contractor

(v) End date of construction project/duration

(ii) Reference number of main contractor contract

(iv) Start Date of construction project

(vi) Signing page of both parties

Part IV: Particulars of Proposed Trainee (Employee)

For each proposed trainee, please provide a copy of monthly wage employment contract and copy of Intermediate Trade Test card (both front and back sides).

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.:

(If necessary, you may use the part "Additional Information".)

Part V: Particulars of Proposed Trainer

For each proposed trainer, please provide a copy of Trade Test card (both front and back sides) and CV. The CV should show the proposed trainer possessed the required relevant working experience. Please note that the ratio of trainer to trainees is 1:6.

Name in Chinese:	HKID No.:
Name in English:	Telephone No.:
Name in Chinese:	HKID No.:
Name in English:	Telephone No.:

(If necessary, you may use the part "Additional Information".)

Part VI: Work Trade (one Application Form per each Trade)

<input type="checkbox"/> Bamboo Scaffolder	<input type="checkbox"/> Concretor	<input type="checkbox"/> Leveller	<input type="checkbox"/> Carpenter (Formwork - Building / Civil Construction)
<input type="checkbox"/> Bar Bender and Fixer	<input type="checkbox"/> Ground Investigation Operator	<input type="checkbox"/> Metal Worker	<input type="checkbox"/> Marble Worker (Polishing/Fixing)
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Electrical Wireman	<input type="checkbox"/> Metal Scaffolder	<input type="checkbox"/> Refrigeration/Air-conditioning/Ventilation Mechanic (Air System)
<input type="checkbox"/> Plasterer	<input type="checkbox"/> Fire Service Electrical Fitter	<input type="checkbox"/> Construction Plant Mechanic	<input type="checkbox"/> Rigger/Metal Formwork Erector
<input type="checkbox"/> Tiler	<input type="checkbox"/> Fire Service Mechanical Fitter	<input type="checkbox"/> Painter and Decorator	<input type="checkbox"/> Tower Crane Erection & Dimantling Worker's Assistant
<input type="checkbox"/> Plumber	<input type="checkbox"/> Generl Welder	<input type="checkbox"/> Tunnel Worker	<input type="checkbox"/> Joiner
<input type="checkbox"/> Drainlayer			

Part VII: Declaration of Applicant

- Our company/I understand and agree that Construction Industry Council (CIC) / Hong Kong Institute of Construction (HKIC) has absolute right to decide whether to accept our/my application.
- Our company/I understand and agree that the CIC/HKIC 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/HKIC also has the right to send personnel to inspect the above working location(s).
- Our company/I understand and agree that the CIC/HKIC 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.
- Our company/I understand and agree to provide to the CIC/HKIC 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.
- Our company/I understand and undertake to provide training to employee(s) according to training outline and agree that the CIC/HKIC 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/HKIC 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/HKIC 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/HKIC has the right to recover from us/me the reimbursed subsidy and make claims.
9. Our company/I hereby confirm that our employee(s) shall hold the qualification of the ITT for the same trade and obtain the relevant post-qualification working experience of not more than 2 years.
10. Our company/I hereby confirm that we/I shall observe the terms and conditions stipulated in the framework document of ACMTS-Pilot Scheme (Structured On-the-job) as well as the terms and conditions specified in this application form. We/I confirm that all information is accurate.

Part VIII: 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. The CIC/HKIC might also transfer part of the information to the 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 the CIC/HKIC 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 amend your personal data. If you wish to do so, you shall write to the CIC/HKIC at **38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon**.
- You can choose whether he/she agrees to receive information disseminated by the CIC/HKIC. Please put "✓" in the box below if you do not wish to receive the relevant information.
 - Our company/I do not agree to receive information from the CIC/HKIC in relation to its activities and construction-related information in the future.

Signature

Authorized signature Company chop

Name: _____ Position: _____

Date: _____

For CIC/HKIC use			
Endorsement:		Date:	

Please attach copy of the following documents and put <input checked="" type="checkbox"/> in the box below:
<input type="checkbox"/> Business Registration Certificate
<input type="checkbox"/> Contract of Construction Project Copy, 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 of the project, and (6) signing page of both parties
<input type="checkbox"/> Trade Test card copy (both front and back sides) of each proposed trainer
<input type="checkbox"/> CV of each proposed trainer, showing required relevant working experience
<input type="checkbox"/> Monthly wage employment contract of each proposed trainee
<input type="checkbox"/> Intermediate Trade Test card copy(both front and back sides) of each proposed trainee

Additional Information

Continued – Part IV: Particulars of Proposed Trainee (Employee)

For each proposed trainee, please provide a copy of monthly wage employment contract and copy of Intermediate Trade Test card (both front and back sides).

Name in Chinese:	HKID No.:
Name in English:	Telephone No.:
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Name in English:	Telephone No.:

Continued – Part V: Particulars of Proposed Trainer

For each proposed trainer, please provide a copy of Trade Test card (both front and back sides) and CV. The CV should show the proposed trainer possessed the required relevant working experience. Please note that the ratio of trainer to trainees is 1:6.

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.:

Appendix - Terms and Conditions

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC/HKIC and the Applicant comprising the Scheme's Framework Document, the Application Form submitted by the Applicant and approved by the CIC/HKIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any employer that submit an application to participate in the Scheme launched by the CIC/HKIC.
- (c) **Approved Project** means the Scheme application of the Applicant approved by the CIC/HKIC.
- (d) **CIC** means the Construction Industry Council. **HKIC** means the Hong Kong Institute of Construction.
- (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/HKIC.
- (g) **Framework Document** means the policy document governing the Scheme which can be accessed on the CIC's website (<http://www.cic.hk>) or HKIC's website (<http://www.hkic.edu.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/HKIC 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/HKIC 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/HKIC 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/HKIC in writing immediately.

3 Training Subsidies

- 3.1 The CIC/HKIC may withhold payment of the training subsidies or any part of it if in the sole opinion of the CIC/HKIC:
- (a) The Applicant has failed or is, in the opinion of the CIC/HKIC, 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.
- 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/HKIC 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/HKIC. 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/HKIC and through the CIC/HKIC 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/HKIC 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/HKIC in accordance with the data access procedures stipulated on the CIC's website (<http://www.cic.hk>) or HKIC's Website (<http://www.hkic.edu.hk>).

8 Indemnity

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

9 Liability of CIC/HKIC

- 9.1 The CIC/HKIC 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/HKIC 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/HKIC 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/HKIC 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.