

Urban Forestry Support Fund – Trainee Programme (UFSF – TP)

Framework Document

By Construction Industry Council

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<u>Rev.</u>	<u>Date of Issue</u>	<u>Summary of Changes</u>
First Issue	10 August 2020	
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此文件關於城市林務發展基金-見習生計劃。如有需要索取此文件的中文版本，請致電 2100 9000 或以電郵至 ufsf-tp@cic.hk。

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1. Purpose

The purpose of this document is to depict the details of the Trainee Programme (TP) established under the Urban Forestry Support Fund (UFSF) and to set out the procedures of the Construction Industry Council (CIC) in handling this programme.

2. Terminology

In this document, the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:-

(a)	Agreement	Training agreement made between CIC and the Applicant (i.e. employer) comprising the Programme's Framework Document, the Application Form submitted by the Applicant and approved by CIC and the Terms and Conditions annexed to the Application Form
(b)	Approved Project	Application of the Programme approved by CIC
(c)	CIC	Construction Industry Council
(d)	DEVB	Development Bureau
(e)	GLTMS	Greening, Landscape and Tree Management Section
(f)	HKQF	Qualifications Framework in Hong Kong
(g)	Programme	Urban Forestry Support Fund – Trainee Programme (UFSF – TP)
(h)	TMO	Tree Management Office
(i)	TP	Trainee Programme
(j)	UFSF	Urban Forestry Support Fund

3. Background

- 3.1 The arboriculture and horticulture industry is young and evolving in Hong Kong. Building up its strength and capacity is of utmost importance to ensure quality arboricultural services to keep our urban forest healthy

(including trees within construction sites) and minimize tree failure risks, thereby protecting public safety. There is a pressing need to build up an adequate and quality workforce to support tree management in Hong Kong.

- 3.2 The Government announced in the 2019-20 Budget to set aside \$200 million to establish the UFSF to uplift the professional standards of arboriculture and horticulture practitioners and to strengthen public education and promotion on proper tree care. The UFSF supports the implementation of several initiatives, including the TP to offer formal on-the-job training to graduates of local arboriculture, tree management and tree work programmes at Level 3 to Level 5 of the Qualifications Framework in Hong Kong (HKQF) who aspire to become professionally qualified arborists or tree climbers. Lists of relevant programmes are at **Annex A** for reference.
- 3.3 The Greening, Landscape and Tree Management Section (GLTMS) of the Development Bureau (DEVB) has appointed CIC to launch and administer the UFSF – TP (the Programme). CIC is responsible for developing training plan, liaising with employer companies and institutions, administering the Programme including assessing and approving applications, monitoring training progress, processing allowance reimbursement, and instituting a review and feedback mechanism on participating companies, etc.

4. Nature of the Programme

- 4.1 The Programme follows the training approach of cooperative training programme to provide structured on-the-job training in collaboration with employers.
- 4.2 Participation to this Programme, which is on a voluntary basis, follows the “first-hire-then-train” principle. The employer shall first employ the trainee with a proper and signed employment contract, and commence training upon approval on the employer’s application to the Programme by CIC. Through the structured training programme in accordance with the Training Plans (**Annex B**), which are developed by making reference to the Qualifications Framework’s Specification of Competency Standards for the arboriculture and horticulture industry, and other requirements stipulated in this Framework Document, trainees will be properly trained and acquired with necessary and adequate experience within the specified training periods.
- 4.3 CIC will check and approve applications, monitor the training programme, and conduct review on the Programme on a regular basis.

5. Details of the Programme

5.1 Job Type and Training Period

The Programme is for Arborist Trainee and Tree Climber Trainee. The training period for Arborist Trainee is three years and that for Tree Climber Trainee is 18 months.

5.2 Eligibility Requirements for Trainee

5.2.1 To participate in this Programme, a trainee must meet the following requirements:

- (a) a permanent resident in Hong Kong¹;
- (b) a graduate of local arboriculture and tree management programmes at HKQF Level 3 to Level 5² (for being an Arborist Trainee) or tree work and tree climbing programmes at HKQF Level 3 to Level 4² (for being a Tree Climber Trainee); and
- (c) not possessing any recognised arborist professional qualifications³ (for being an Arborist Trainee) or tree climber professional qualification⁴ (for being a Tree Climber Trainee).

5.2.2 The trainee must be employed by an eligible employer under the Programme.

5.2.3 Both the employer and trainee are willing to join the Programme.

¹ If a trainee is to work in a construction site, he/she must be at the age of 18 or above in accordance with Cap. 591 Construction Sites (Safety) Regulations.

² CIC will verify the suitability of the study programme according to the available market information and/or consult the programme providers as and when necessary when assessing the application. In case that the trainee has completed the study programme but the documentary proof (e.g. graduation certificate) has yet been available, the employer can still submit the application to CIC. See Sections 8.2 and 8.3 for details.

³ Arborist professional qualifications such as –

- Certified Arborist, Certified Arborist Utility Specialist, Certified Arborist Municipal Specialist or Board Certified Master Arborist of the International Society of Arboriculture; or
- Technician Member, Professional Member or Fellow Member of the Arboricultural Association of the United Kingdom; or
- European Tree Worker or European Tree Technician of the European Arboricultural Council; or
- General Member of the National Arborists Association of Australia (issued on or before 31 Dec 2010); or
- Registered Qualified Arborist, Registered Practicing Arborist, Registered Consulting Arborist or Registered Consulting & Practicing Arborist of the Arboriculture Australia; or
- Accredited Arborist of the Hong Kong Institute of Landscape Architects.

⁴ Tree climber professional qualification such as Certified Tree Worker Climber Specialist of the International Society of Arboriculture.

5.3 Eligibility Requirements for Employer

5.3.1 For an employer to take up Arborist Trainees, he must meet the following requirements:

- (a) As a consultant or a contractor undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year; **OR** as a tree management party (e.g. government department, utility company, property management company, large corporation such as theme park company, etc.) possessing/managing a substantial amount of tree asset; **AND**
- (b) Directly employing at least one professionally qualified arborist who meets the requirement for the training tutor of Arborist Trainee as given in Section 5.6.2.

5.3.2 For an employer to take up Tree Climber Trainees, he must meet the following requirements:

- (a) As a consultant or a contractor undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year; **OR** as a tree management party (e.g. government department, utility company, property management company, large corporation such as theme park company, etc.) possessing/managing a substantial amount of tree asset; **AND**
- (b) Directly employing at least one professionally qualified tree climber who meets the requirement for the training tutor of Tree Climber Trainee as given in Section 5.6.3.

5.3.3 Employers are not allowed to join or re-apply to this Programme if they have violated the Agreement or relevant laws of the Hong Kong.

5.4 Specified Minimum Monthly Wage and Training Allowance

5.4.1 The employer shall sign an employment contract with the trainee and pay the trainee a monthly wage. At any time within the training period, the employer shall pay the trainee monthly wage not less than the amount specified below:

(a) Monthly Wage for Arborist Trainee (3-year training)

1 st year	:	\$14,500 (\$4,500* + \$10,000)
2 nd year	:	\$15,500 (\$5,000* + \$10,500) #
3 rd year	:	\$17,000 (\$5,500* + \$11,500) #

(b) Monthly Wage for Tree Climber Trainee (18-month training)

1 st – 12 th months	:	\$15,000 (\$5,000* + \$10,000)
13 th – 18 th months	:	\$17,000 (\$5,500* + \$11,500) #

The training allowances for Arborist Trainee and Tree Climber Trainee during the respective training periods are asterisked (*) in the above.

- the specified minimum monthly wages and training allowances after the first year of training are subject to change upon review by CIC with considerations of factors including inflation.

- 5.4.2 The employer is required to submit the trainee's attendance and wage payment records, amongst others, for claiming reimbursement of the training allowance paid to the trainee. Details are given in Section 10.

5.5 Monthly Training Allowance

- 5.5.1 For the engagement of each Arborist Trainee, CIC shall reimburse monthly training allowances of \$4,500, \$5,000 and \$5,500 in the first, second and third years of training respectively to the eligible employer. The maximum amount of allowance to be provided in the three-year training period is estimated to be \$180,000 (i.e. \$4,500 x 12 + \$5,000 x 12 + \$5,500 x 12). Allowances in the second and third years of training are subject to change upon review by CIC.
- 5.5.2 For the engagement of each Tree Climber Trainee, CIC shall reimburse monthly training allowances of \$5,000 and \$5,500 in the 1st to 12th months and 13th to 18th months respectively to the eligible employer. The maximum amount of allowance to be provided in the 18-month training period is estimated to be \$93,000 (i.e. \$5,000 x 12 + \$5,500 x 6). Allowances in the 13th to 18th months of training are subject to change upon review by CIC.
- 5.5.3 If the employer fails to pay the minimum monthly wage as specified in Section 5.4.1, CIC will suspend the reimbursement of allowance until the employer provides a reasonable explanation and re-issue the wage that is fallen short of the specified minimum amount over that period of time.

- 5.5.4 If the employer is found in fundamental breach of conditions of the Agreement or relevant laws of Hong Kong, CIC will formally write to notify the employer that he/she must rectify the mistakes and report to CIC about the correction within the prescribed time limit (normally one month). Otherwise, CIC will terminate the Approved Project and stop the reimbursement of allowance to the employer. CIC is entitled to recover the reimbursed allowance from the employer.
- 5.5.5 The allowance is calculated on a pro-rata basis to the actual wage received by the trainee in a month, taking account of his/her attendance to work in the period. If the trainee takes leave with pay in that month, the employer will be reimbursed with full amount of allowance. If the trainee's leave is not paid by the employer, the employer will not be reimbursed on the allowance for that leave period. If the trainee takes leave without pay, the allowance will be deducted according to the absence and reduction of salary for that month. The same principle applies to sick leave, maturity leave or injury leave. If the paid wage for a month is at 4/5 of the full amount, the reimbursement of allowance will be reduced to its 4/5. If the trainee is ordered by the employer to take no-pay leave such that the monthly wage falls below the specified minimum wage in Section 5.4.1, CIC will suspend the reimbursement of allowance until the employer provides a reasonable explanation and re-issue the wage that is fallen short of the specified minimum amount over that period of time.
- 5.5.6 If the employer/trainee withdraws from the Programme with reasonable justification which is accepted by CIC, CIC will reimburse the allowance in proportion as per the last working day of the trainee and will not recover the allowance previously reimbursed to the employer. If no acceptable justifications are given, CIC reserves all the rights in making the final decision and to recover the reimbursed allowances from the employer.

5.6 Requirements on Training Tutor's Qualifications and Training Tutor-to-Trainee Ratio

- 5.6.1 The employer shall arrange an eligible training tutor(s) who is (are) his/her direct employee(s) meeting the specified requirements as follows to provide training for each trainee. The training tutor shall be the supervisor of the trainee overseeing the training arrangement and providing necessary and adequate guidance to the trainee. Subject to the actual deployment of work and for the purpose of acquiring necessary training with respect to the different core areas in the Training Plan, the employer can propose one training tutor for each training station that the trainee is attached to with clear schedule of training arrangement to CIC for approval and subsequent monitoring.

Training Tutor of Arborist Trainee⁵

- 5.6.2 For the training tutor of an Arborist Trainee, he/she must be a practising professionally qualified arborist meeting the following requirements:

Academic Qualifications

- (a) Professional certificate / higher diploma or above qualifications in arboriculture, tree management, tree risk assessment, landscape management, up to or above the standards of Level 4 in the HKQF; or equivalent in an appropriate discipline; **AND**

Professional Qualifications

- (b) (i) Certified Arborist, Certified Arborist Utility Specialist, Certified Arborist Municipal Specialist or Board Certified Master Arborist of the International Society of Arboriculture (ISA); or
(ii) Technician Member, Professional Member or Fellow Member of the Arboricultural Association of the United Kingdom; or
(iii) European Tree Worker or European Tree Technician of the European Arboricultural Council; or
(iv) General Member of the National Arborists Association of Australia (issued on or before 31 Dec 2010); or
(v) Registered Qualified Arborist, Registered Practicing Arborist, Registered Consulting Arborist or Registered Consulting & Practicing Arborist of the Arboriculture Australia; or
(vi) Accredited Arborist of the Hong Kong Institute of Landscape Architects; or equivalent; **AND**

Training Qualifications

- (c) (i) Completed and passed Comprehensive Tree Risk Assessment and Management Training Course with assessment or Refresher Course with assessment organised by the Tree Management Office (TMO) of the GLTMS; or
(ii) Completed and passed training programmes in tree risk assessment recognised by the TMO, such as Tree Risk Assessment Qualification by the ISA, Professional Tree Inspection by Lantra Awards; **AND**

Occupational Safety and Health (OSH) Training

- (d) Received relevant training in occupational safety and health relating to tree work operation covering hazard identification, risk assessment and supervision; **AND**

⁵ Field Officer Grade (at Senior Officer rank), Forestry Officer Grade, Landscape Architect Grade and Leisure Services Manager Grade staff in tree management departments are considered meeting the requirements on the training tutor of Arborist Trainees.

Work Experience

- (e) With at least 7 years of work experience in tree care and familiar with tree risk assessment and management.

Training Tutor of Tree Climber Trainee⁶

- 5.6.3 For the training tutor of a Tree Climber Trainee, he/she must be a practising professionally qualified tree climber meeting the following requirements:

Training Qualifications

- (a) Received basic training in occupational safety and health relating to tree work operation; **AND**
- (b) (i) Completed training or vocational assessment in tree work operations (including tree climbing (rope access), use of chainsaw and aerial rescue) by recognised institutions or industry organisations; or
(ii) be a “Certified Tree Worker Climber Specialist” of the ISA, those having taken Professional Diploma Programme in Arboriculture of the Chinese University of Hong Kong or equivalent or above; **AND**

Work Experience

- (c) With at least 3 years of work experience in tree care and tree climbing.
- 5.6.4 To ensure the quality of training, the maximum training tutor-to-trainee ratio shall be 1:3 for arborist training; and 1:2 for tree climber training.
 - 5.6.5 If the employer company is eligible for taking up both Arborist Trainees and Tree Climber Trainees and its staff member can meet the requirements of the training tutor of both types of trainees, that staff member can be arranged to be the training tutor of both types of trainees, subject to a maximum ratio of one training tutor to two Arborist Trainees and one Tree Climber Trainee, but not vice versa.
 - 5.6.6 The proposed training tutors must be approved by CIC before training commences. If there is any replacement of training tutor, the employer must notify and seek CIC’s approval in advance. If the approved training tutor was found to be nominated as training tutor for another company, CIC will investigate the case and the reimbursement of training allowance to the relevant employer(s)

⁶ Field Officer Grade, Forestry Officer Grade and Leisure Services Manager Grade staff in tree maintenance departments are considered meeting the requirements on the training tutor of Tree Climber Trainees.

may be ceased.

5.7 Inspection on Training Progress

- 5.7.1 CIC will examine the Training Progress Reports, and conduct visit or site inspection every 3 months within training period to ensure that the training is properly conducted. CIC staff will communicate with training tutors and trainees during the inspection. Meeting records will be kept for follow-up actions, if necessary. The employer is responsible to co-ordinate and arrange visits or site inspections for CIC staff. The employer shall submit the Training Progress Reports and other relevant records showing the progress of training to CIC. When necessary, CIC shall conduct more frequent visits or site inspections to ensure that both employers and trainees could meet the training requirements. CIC reserves the right for making unannounced inspections.
- 5.7.2 If CIC could not carry out the visit or site inspection successfully for more than 2 times, the case will be flagged up for follow-up by the managerial staff of the employer company. If CIC could not carry out the visit or site inspection further, it will be considered as a breach of the conditions of the Agreement of the Programme by the employer. CIC has the absolute right to terminate the Approved Project and recover the reimbursed allowances from the employer.

5.8 Value-added/Enrichment Programme

- 5.8.1 During the training period, CIC (or its designated institutes/organisations) will organise Value-added/Enrichment Programmes generally covering aspects on code of ethics, occupational safety and health, technical aspects, specific skillsets, etc. for the trainees as part of the training. Such programmes can be in the form of lecture, workshop, site visit, etc. at training places assigned by CIC. The programmes will be held at a monthly or bi-monthly basis, or at an interval as determined by CIC.
- 5.8.2 Employers are required to release the trainees to attend the Value-added/Enrichment Programmes with full pay as a normal working day. The attendance of the trainees will be provided to the employer for record or follow up if it is an unauthorised absence. If the attendance rate to the Value-added/Enrichment Programmes for a trainee is below 80% without acceptable reason (e.g. due to illness with medical proof), CIC will consider that the training of that trainee is not satisfactorily completed.
- 5.8.3 CIC will be normally not to provide supplementary class to individual trainees if they are absent from that class of the Value-added/Enrichment Programmes.

5.9 Criteria for Interim and Final Assessments for Completion of Training

- 5.9.1 Trainees are required to attend the interim and final assessments and pass the final assessment for the completion of training.
- 5.9.2 Both interim and final assessments shall be competency based assessments conducted by the training assessor arranged by CIC. The assessment can be conducted in a paper form (e.g. test paper or report writing) and/or through practical fieldwork.
- 5.9.3 For Arborist Trainees, interim assessments are to be conducted around the end of the first and second years of training, with the final assessment before the end of third year of training.
- 5.9.4 For Tree Climber Trainees, an interim assessment is to be held around the end of the 9th month of training, with the final assessment before the end of the 18th month of training.
- 5.9.5 The interim assessment is to assess the trainee's development in the relevant competencies and to suggest areas for improvement in the remaining training as appropriate. If the trainee is found unable to meet the required standard in the interim assessment, a improvement report will be sent to the employer and the trainee. The employer, training tutor and trainee shall follow it up and adopt necessary improvement measures in the remaining training period. The CIC will closely monitor the training progress in order to facilitate the trainee to complete the training.
- 5.9.6 The final assessment is to ascertain the overall competency development of the trainee for endorsement of completion of training. The competency levels of different areas in the Training Plan attained by the trainee will be also assessed. CIC will normally allow for one re-assessment opportunity for the final assessment. Re-assessment shall be arranged within 3 months from the date of the first attempt.
- 5.9.7 If the trainee is absent from the interim or final assessment and cannot provide reasons acceptable to CIC (e.g. due to illness with medical proof), CIC will consider that the training of that trainee is not satisfactorily completed.
- 5.9.8 The performance of the employer company (and its training tutor) and the trainee as reflected from the assessments will be taken into account when CIC assessing new applications to the Programme by that employer.

5.10 Completion of Training

5.10.1 With the satisfactory completion of the training and the assessments, the trainee will be awarded with a Certificate of Completion of on-the-job training for the corresponding training type.

5.10.2 Trainees are encouraged to take part in the relevant trade test/professional assessment available and recognised by the Government at a time arranged by himself/herself. Trainees may have to acquire further/advanced study or training on other relevant subject in order to meet the eligibility requirements for sitting the trade tests/professional assessments available at that moment of time.

5.11 Bonus upon Acquisition of Professional Qualification⁷

5.11.1 For Arborist Trainees, if one can acquire a relevant professional qualification for arborist during the training period or within 1 year after completion of training, he/she can apply for a bonus of \$30,000.

5.11.2 For Tree Climber Trainees, if one can acquire a relevant professional qualification of tree climber during the training period or within 1 year after completion of training, he/she can apply for a bonus of \$20,000.

6. Requirements of Employers

6.1 The employer must submit the relevant documents along with the application form to the Programme to prove that it meets the eligibility requirements for CIC's approval. The required documents are listed in Section 8.2.

6.2 The employer shall sign an "employment contract" with the trainee which shall conform to the Employment Ordinance Cap. 57.

6.3 If the employer is found violating any terms and requirements in the Agreement or the laws of Hong Kong, the CIC will consider terminating the Approved Project and ceasing the reimbursement of any training allowance. The CIC reserves the right to reclaim any reimbursed training allowances from the employer.

6.4 The employer shall pay the wage to the trainee on a monthly basis. The wage should not be less than the minimum amounts as specified in Section 5.4.1.

⁷ Professional qualifications as stated in footnotes (3) & (4) for arborist and tree climber respectively acquired on an assessment basis or other qualifications recognised by the Government.

- 6.5 “Employment contract” must list the amount of wage paid by the employer to the trainee and the method of payment. CIC shall not be liable to the terms and responsibilities stated in the employment contract.
- 6.6 The employer must allow the trainee to take part in the Value-added/Enrichment Programme as stated in Section 5.8. The employer have to pay the wage to the trainee for that day of release.
- 6.7 The employer must submit the trainee’s attendance records, pay slips, etc. to CIC on a monthly basis. Relevant documents regarding on-the-job training progress must also be submitted to prove the trainee’s working situation, number of working days and work content in the respective month for claiming reimbursement of training allowance from CIC.
- 6.8 The employer shall supervise, monitor and inspect the training for the corresponding training type within the training period such that the trainee can acquire the experience and develop the skillset in different core areas in accordance with the Training Plan (**Annex B**), and pass the assessments conducted by CIC. CIC reserves the right to amend the Training Plans from time to time, and will notify the employer about the amendments in writing.
- 6.9 If the trainee cannot continue the training till its completion owing to the situation of the training site or the unexpected circumstances arisen in the training period, the employer can transfer the trainee to other sites or to a new employer to continue with the remaining training. All applications for re-deployment to other sites and change of employers must be submitted to CIC for assessment and approval.
- 6.10 If the training tutor resigned from the employer company, the employer must notify CIC immediately upon the receipt of his/her resignation notification and apply to CIC for the change of training tutor of the respective trainee(s). However, if there is no more eligible training tutor available in that employer company, the training would be ceased by the last working day of the training tutor and reimbursement of training allowances would be stopped respectively. If the employer could not employ a replacement training tutor within three months after the receipt of such resignation notification, the Approved Project will be terminated. The concerned trainee(s) may choose to continue work for the same employer and to continue the training until that the employer could employ an eligible training tutor, or find a new eligible employer to continue his/her training. Stoppage of training with duration longer than nine months is not allowed by CIC and the previous training would be forfeited.

7. Roles of Construction Industry Council

- 7.1 CIC shall administer the operation of the Programme and report direct to

GLTMS of DEVB.

- 7.2 CIC will review the specified minimum monthly wage and training allowance annually with consideration of factors including inflation. It is the indicator for employers to pay the salary of their trainees.
- 7.3 The Applicant shall indemnify CIC against any and all losses, claims, demands, damages, costs, expenses and liabilities suffered or incurred by CIC arising out of or in connection with the breach of any of the terms and conditions of the Agreement.
- 7.4 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.
- 7.5 CIC shall not be held liable for any matters arising from the employment of the participants by the Applicant including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.
- 7.6 The CIC shall not be held liable for any loss, damages, costs, expenses and liabilities arising from any conflict of interest due to the contractual relationship between the employers and trainees.

8. Application Procedures

- 8.1 The employer shall complete the Application Form at **Annex C** (with the Trainee Consent Form at Appendix to Application Form completed by the trainee) and submit together with all supporting documents to CIC for checking and approval.
- 8.2 CIC will conduct a verification on the eligibility of the employer and the trainee(s) according to the established procedures. The following documents are required to be submitted along with the Application Form:
 - (i) Copy of Business Registration Certificate;
 - (ii) Copy of tree inspection and/or tree work related contract; or record/proof of possessing/managing substantial amount of tree asset;
 - (iii) Record/proof showing the details of the staffing establishment complying with requirements specified in Section 5.3;
 - (iv) Copy of monthly wage employment contract of the trainee;
 - (v) Documentary proof of qualifications of the training tutor and his/her Curriculum Vitae; and
 - (vi) Copy of academic qualification of the trainee showing his/her graduation from arboriculture, tree management or tree work programmes at HKQF Level 3 to Level 5 (or document or record showing his/her completion of the relevant study programme, in case

the documentary proof such as graduation certificate has yet been available at the time of application).

- 8.3 Upon receipt of the duly completed application form with all accurate details and all relevant and valid supporting documents, CIC will normally take 15 working days to process the application. CIC will issue a Notification of Approval to notify the Applicant in writing on its approval of the application. The approved application is referred as the Approved Project. CIC may issue a conditional approval in case that the trainee completed the study programme but its documentary proof (e.g. graduation certificate) has yet been available at the time of application. In such case, the employer is not allowed to claim for reimbursement of training allowances until there is a valid documentary proof on the trainee's graduation from the study programme acceptable to CIC. If the trainee could not graduate finally, the conditional approval on the application will be invalidated and no training allowances will be reimbursed.
- 8.4 Upon approval, the employer shall notify CIC the commencement date of training, and commence the training in accordance with the Training Plan accordingly. The employer shall commence the training within 2 months from the date of approval. Otherwise, the approval will be withheld and re-submission of application would be required.
- 8.5 CIC will handle the applications on a first come first served basis. CIC does not guarantee all applications will be accepted.
- 8.6 CIC will arrange a kick-off meeting with employer, training tutor and trainee when training starts.
- 8.7 A flow chart of the application procedures for the Programme is at **Annex D**.

9. Monitoring Procedures

- 9.1 When the training commences, the trainee shall input the training items/contents, duration, participation to the value-added/enrichment activities organised by CIC, attendance information, etc. in the Training Progress Report (**Annex E**) on a monthly basis. The report shall be signed by the trainee. The training tutor is required to check the Training Progress Report prepared by the trainee, and countersign it to endorse its contents monthly.
- 9.2 The training tutor is also required to assess and sign the level of competencies attained by the trainee in different core areas according to the Training Plan. The training tutor shall ensure that the trainee can attain the required levels of competencies for different areas as stipulated in the training plan by the end of the training period.

- 9.3 The employer is also required to prepare and sign the Trainee's Attendance and Wage Payment Record Form (**Annex F**). The form shall be countersigned by the trainee for confirmation.
- 9.4 CIC will review the Training Progress Reports and attendance records, etc. in the assessment for reimbursement of training allowance to the employer.

10. Reimbursement of Training Allowance

- 10.1 In accordance with the prescribed procedures for the reimbursement of training allowance, the employer shall first pay the trainee full monthly salary (which has covered the amount of training allowance) and then apply for reimbursement of training allowance from CIC. When the employer applies for such reimbursement, it must submit the following documents to CIC for its checking and verification:
- (i) Completed Training Allowance Reimbursement Application Form (**Annex G**);
 - (ii) Copy of the Training Plan filled with the latest training progress (**Annex B**);
 - (iii) Copy of completed Training Progress Report (**Annex E**);
 - (iv) Copy of completed Trainee's Attendance and Wage Payment Record Form (**Annex F**); and
 - (v) Copy of pay slip for wage payment to the trainee.
- 10.2 The employer is required to submit the application for reimbursement of training allowance in accordance with Section 10.1 within 12 months from the month in which the wage has been duly paid to the trainee by the employer. Should the employer fail to submit the application for reimbursement within that 12-month period, CIC will not process any applications submitted beyond that period and no reimbursement of training allowance to the employer will be made.
- 10.3 CIC will assess the validity of the application for reimbursement and check the completeness of the documents submitted by the employer. Upon receipt of the duly completed application form with all valid supporting documents, normally CIC will take 30 calendar days to settle the payment for reimbursement.
- 10.4 A flow chart of the application procedures for reimbursement of allowance is at **Annex H**.

11. Granting of Bonus upon Acquisition of Professional Qualification

- 11.1 As stated in Section 5.11, upon satisfactory completion of training and

acquisition of a relevant professional qualification during the training period or within 1 year after completion of training, the trainee is eligible for applying for granting of bonus.

- 11.2 When the trainee applies for granting of bonus, he/she must submit the following documents for CIC's checking and verification:
- (i) Application Form for Granting of Bonus (**Annex I**);
 - (ii) Documentary proof/copy of certificate of the professional qualification attained;
 - (iii) Copy of Certificate of Completion of on-the-job training for the corresponding job type; and
 - (iv) Copy of bank card/ bank proof
- 11.3 The trainee is required to submit the application for granting of bonus in accordance with Section 11.2 within 6 months from the date of acquisition of the professional qualification. Should the trainee fail to submit an application for granting of bonus within the said period of time, CIC will not process any applications submitted beyond that period and no granting of bonus to the trainee will be made.
- 11.4 CIC will assess the validity of the application and check the completeness of the documents submitted by the trainee. Upon receipt of the duly completed application form with all valid supporting documents, normally CIC will take 30 calendar days to settle the payment.
- 11.5 A flow chart of the application procedures for granting of bonus is at **Annex J**.

12. Termination of Agreement

- 12.1 CIC has the absolute right to terminate the Approved Project, cease to pay the allowance and bonus in the event that the Applicant is in breach of the terms stipulated in the Agreement.
- 12.2 No indemnity claims or claims of any other kind may be made against CIC by the Applicant.
- 12.3 The employers could not terminate the Agreement before its completion, unless approved by CIC.

13. Forfeiture

- 13.1 In the event that the employer shall become bankrupt or having a receiving order made against him/them or has abandoned the employment contract between employer and employee, the training shall be stopped immediately and no allowance shall be reimbursed as from that date.

14. Special Circumstances

- 14.1 After submitting an application to the Programme, the employer must not transfer the training quota to his/her other employee if the approved trainee left the company. The new employer of that trainee cannot apply for allowance in the capacity of him unless new application has been made and accepted by CIC. CIC shall keep the record of all trainees in the Programme so as to monitor whether they change their employers during the training period. CIC may consider approving the change of employers with considerations as stated in Section 6.9.
- 14.2 If the trainee is dismissed by the employer or resigns from job during the training period, the employer must inform CIC immediately. The employer cannot apply for reimbursement of the remaining training allowance.
- 14.3 CIC reserves the rights of final decision in every circumstances under the Programme.

15. Prevention of Bribery

- 15.1 The Applicant shall observe the Prevention of Bribery Ordinance (Cap. 201) ("PBO") and shall prohibit its employees, subcontractors, agents and other personnel who are in any way involved in the Approved Project from offering to or soliciting or accepting from any person any money, gifts or advantage as defined in the PBO in the conduct of or in relation to the Approved Project.
- 15.2 The offer of an advantage to the CIC with a view to influencing the approval of an application is an offence under the PBO. Any such offer by any of the Applicant(s) or their employee(s) or agent(s) will render the application null and void. The CIC may also withdraw the Notification of Approval and hold the Applicant concerned liable for any loss or damage which the CIC may suffer.

16. Personal Data Collection Declaration

- 16.1 The employer shall ensure that the collection and transfer of trainees' personal data to CIC and through CIC to the Government are in compliance with the Personal Data (Privacy) Ordinance (PDPO).
- 16.2 In order to comply with the PDPO, the employer must accept and agree to provide a Personal Information Collection Statement (PICS) in compliance with the followings:

- (i) To inform the trainee that his/her information will be provided to CIC (including any personal data as defined in the PDPO), will be used for purposes related to the activities of CIC (including the transfer of any personal data by CIC to the DEVB for reimbursement of training allowance).
 - (ii) To give the trainee an option to agree or disagree that CIC may keep him/her informed of CIC activities and industry development which may be of his/her interest, CIC may use his/her personal data, including name, phone number, correspondence and email addresses, to update him/her in relation to training courses, trade testing, registration, events and other aspects of its work and the arboriculture and horticulture industry.
 - (iii) To inform the trainee that he/she is free to choose whether he/she is willing to be informed of the above information.
 - (iv) To inform the trainee that he/she is also entitled to request access to correct any errors in his/her personal data. If he/she wishes to do so, he/she can write to CIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.
- 16.3 The employer, who is responsible for collecting the personal data from the trainee, must obtain the trainee's written consent regarding the above and provide a copy of such consent to CIC.
- 16.4 The employer shall indemnify CIC against any claims, suffered or incurred by CIC arising out of in connection with the breach of any the terms and conditions of the PDPO.

**List of Arboriculture and Tree Management Programmes
at HKQF Levels 3 to 5⁸**

Institution / Association / Organisation	Programme	HKQF Level
Technological and Higher Education Institute of Hong Kong (THEi) Vocational Training Council (VTC)	Bachelor of Science (Honours) in Horticulture, Arboriculture and Landscape Management ⁹	5
	Professional Diploma in Horticulture, Arboriculture and Landscape Management ¹⁰	4
School of Continuing Education Hong Kong Baptist University	Professional Diploma in Tree Management	5
College of International Education (CIE) Hong Kong Baptist University	Associate Degree in Tree Management	4
HKU School of Professional and Continuing Education (HKU SPACE)	Advanced Diploma in Tree Management and Conservation	4
Hong Kong Institute of Vocational Education (IVE) VTC	Higher Diploma in Conservation and Tree Management	4
	Higher Diploma in Arboricultural Management	4
	Diploma in Foundation Studies in Arboriculture	3
Hong Kong Institute of Vocational Education (IVE) offered at Integrated Vocational Development Centre (IVDC) VTC	Professional Certificate in Arboriculture and Tree Work Supervision	4
	Certificate in Basic Arboriculture and Tree Work Practices	3
	Certificate in Basic Tree Risk Assessment	3
Li Ka Shing School of Professional and Continuing Education (LiPACE) The Open University of Hong Kong	Professional Diploma in Arboriculture	4
	Certificate in Professional Tree Management	3

⁸ Based on market research as at 30 November 2020.

⁹ The former title of this programme is Bachelor of Arts (Honours) in Horticulture and Landscape Management before 2020/21 academic year.

¹⁰ The former title of this programme is Professional Diploma in Horticulture and Landscape Management before 2020/21 academic year.

Institution / Association / Organisation	Programme	HKQF Level
Hong Kong Institute of Vocational Education (IVE) offered at Institute of Professional Education and Knowledge (PEAK) VTC	Certificate in Tree Maintenance for Properties	3
School of Continuing and Professional Studies (CUSCS) The Chinese University of Hong Kong	Diploma in Arboriculture	3
	Certificate in Horticulture Management	3
Employees Retraining Board (ERB)	Certificate in Tree Preservation and Risk Assessment	3
	Certificate in Basic Arboriculture	3

List of Tree Work and Tree Climbing Programmes
at HKQF Levels 3 to 4¹¹

Institution / Association / Organisation	Programme	HKQF Level
Hong Kong Institute of Vocational Education (IVE) offered at Integrated Vocational Development Centre (IVDC) VTC	Certificate in Tree Climbing Techniques and Aerial Trimming Work	3
	Certificate in Rigging Techniques and Aerial Rescue on Tree	3
Li Ka Shing School of Professional and Continuing Education (LiPACE) The Open University of Hong Kong	Professional Certificate in Tree Climbing	4
Tree Climbing Hong Kong	Certificate in Integrated Tree Climbing	3
	Certificate in Practical Tree Rigging Skills	3

¹¹ Based on market research as at 30 November 2020.

Training Plan for Arborist Trainee

Ref.	Core Areas (approximate weighting of training)	Level of Competency to Attain: K-Knowledge E-Experience C-Capability (see Notes)	Training Tutor's Assessment (Signature and Date)		
			K	E	C
1.	Tree Biology (10%)				
1.1	Tree anatomy and physiology	K			
1.2	Tree identification	C			
2.	Occupational Safety and Health (OSH) (10%)				
2.1	Understanding of OSH rules and other relevant legislations or regulations	K			
2.2	Prevention of work place injury	E			
2.3	Knowledge of safe use and proper operation procedures of tools and equipment, including climbing gears and chainsaw	K			
2.4	Site safety and practices, and proper use of personal protective equipment (PPE)	C			
3.	Tree Selection, Planting, Transplanting and Removal (20%)				
3.1	Knowledge of tree selection criteria and principles	K			
3.2	Knowledge of nursery standards and practice and nurturing of young trees	K			
3.3	Planting*, transplanting*, removal* and compensation* considerations, methodologies, requirements and procedures	C			
3.4	Preparation of planting*, transplanting*, removal* and compensation* proposal	C			
3.5	Site supervision of planting*, transplanting*, removal* and compensation* works	C			

* At least two areas as appropriate to the company

Ref.	Core Areas (approximate weighting of training)	Level of Competency to Attain: K-Knowledge E-Experience C-Capability (see Notes)	Training Tutor's Assessment (Signature and Date)		
			K	E	C
4.	Tree Maintenance (20%)				
4.1	Tree survey and maintenance of tree data	E			
4.2	Tree health care, including soil management, water management, fertilisation, diagnosis of tree health problems, and selection and implementation of pest and disease control measures <i>(Note: To attain level “C” for this item, the trainee needs to be competent in at least two areas, and preferably more, out of those listed in the above)</i>	C			
4.3	Consideration, design and implementation of proper tree maintenance measures including pruning and installation of support system	C			
4.4	Supervision of tree climbing	E			
5.	Tree Risk Assessment and Management (25%)				
5.1	Hazard tree recognition and assessment				
	(i) Responsibilities and requirements of tree risk assessment	K			
	(ii) Selection of methodology for tree risk assessment	E			
	(iii) Establishment of site history and present situation and impact assessment on targets	C			
	(iv) Visual tree inspection and use of assessment tools	C			
	(v) Assessment on the health and structure of trees and the associated potential hazard(s)	C			
	(vi) Use of advanced assessment	C			
5.2	Recommendation including mitigation options selection and assessment of residual risk	C			
5.3	Preparation of tree inspection and risk assessment report	C			

Ref.	Core Areas (approximate weighting of training)	Level of Competency to Attain: K-Knowledge E-Experience C-Capability (see Notes)	Training Tutor's Assessment (Signature and Date)		
			K	E	C
6.	Tree Protection in Construction Sites (10%)				
6.1	Ability to read and understand construction and landscape plans or drawings	E			
6.2	Knowledge of government policies, requirements and procedures on tree preservation	K			
6.3	Implementation and supervision of tree protection measures	E			
7.	Project Management and General Report Writing (5%)				
7.1	Computer skills (word processing, databases, spread sheets)	C			
7.2	Communication skills (verbal and written)	C			
7.3	Tender and specification preparation	K			
8.	Specific Objectives (if any) (to be filled in by individual company on other areas that are not included as Core Areas)				

Notes:

1. Training tutor should arrange sufficient training for items under the Core Areas in line with the suggested weighting of training.
2. Explanations on the competency levels "K", "E" and "C" are as follows:

Knowledge "K" – Demonstrating a good understanding of the fundamental principles involved, and their importance to a professional arborist. The trainee can attain this level by reading appropriate literature and attending enrichment courses.

Experience “E” – Demonstrating an understanding of how theory integrates with practical application. The trainee is likely to attain this level by getting sufficient on-the-job experience and undertaking real work under an appropriate level of supervision.

Capability “C” – Demonstrating being qualified and capable of undertaking tasks while taking an appropriate level of responsibility.

3. The assessment levels are progressive. The trainee will normally need to achieve levels “K” and “E” before achieving level “C”, i.e. the trainee needs a good knowledge of the subject “K” before he/she is assigned to relevant working experience; and he/she needs sufficient experience “E” before reaching the level of capability “C”. The training tutor can sign the “K” column in early assessments before the trainee achieves level “E” or “C” to complete the training. The trainee must achieve all the objectives with the specified levels attained to complete the training.
4. When making assessment, the training tutor should make reference to the requirements of the relevant Units of Competency in the Specification of Competency Standards for the arboriculture and horticulture industry under the Qualifications Framework.

Training Plan for Tree Climber Trainee

Ref.	Core Areas (approximate weighting of training)	Level of Competency to Attain: K-Knowledge E-Experience C-Capability (see Notes)	Training Tutor's Assessment (Signature and Date)		
			K	E	C
1.	Basic Tree Biology and Identification (15%)				
1.1	Basic tree anatomy and physiology	K			
1.2	Basic tree classification and local tree identification	E			
2.	Occupational Safety and Health (15%)				
2.1	Understanding of OSH rules and other relevant legislations or regulations	K			
2.2	Knowledge of safe use and proper operation procedures of tools and equipment	K			
2.3	Selection and proper use of PPE	E			
2.4	Site hazard recognition and prevention of work place injury	E			
2.5	Site safety and practices, and proper communications in tree climbing and tree work operation	C			
3.	Tree Climbing and Works at Height (25%)				
3.1	Knowledge of knots and rope operation in rope access	K			
3.2	Various rope access technique	C			
3.3	Aerial tree inspection	C			
3.4	Aerial tree work including pruning	C			
3.5	Proper use of climbing equipment and their maintenance	C			
3.6	Aerial rescue technique	C			
3.7	Operation and use of aerial platform	C			
4.	Use of Chainsaw and other Tools and Equipment (20%)				
4.1	Knowledge of operation and safe use of chainsaw on ground	K			
4.2	Knowledge of operation and safe use of chainsaw at height	K			
4.3	Proper use of chainsaw and other tools and equipment on ground and at height and their maintenance	C			

Ref .	Core Areas (approximate weighting of training)	Level of Competency to Attain: K-Knowledge E-Experience C-Capability (see Notes)	Training Tutor's Assessment (Signature and Date)		
			K	E	C
5.	Tree Pruning and Removal (25%)				
5.1	Tree pruning and removal principles and techniques	C			
5.2	Use of knots and rope operation for rigging	C			
6.	Specific Objectives (if any) (to be filled in by individual company on other areas that are not included as Core Areas)				

Notes:

1. Training tutor should arrange sufficient training for items under the Core Areas in line with the suggested weighting of training.
2. Explanations on the competency levels “K”, “E” and “C” are as follows:

Knowledge “K” – Demonstrating a good understanding of the fundamental principles involved, and their importance to a professional tree climber. The trainee can attain this level by reading appropriate literature and attending enrichment courses.

Experience “E” – Demonstrating an understanding of how theory integrates with practical application. The trainee is likely to attain this level by getting sufficient on-the-job experience and undertaking real work under an appropriate level of supervision.

Capability “C” – Demonstrating being qualified and capable of undertaking tasks while taking an appropriate level of responsibility.

3. The assessment levels are progressive. The trainee will normally need to achieve levels “K” and “E” before achieving level “C”, i.e. the trainee need a good knowledge of the subject “K” before he/she is assigned to relevant working experience; and he/she needs sufficient experience “E” before reaching the level of capability “C”. The training tutor can sign the “K” column in early assessments before the trainee achieves

level “E” or “C” to complete the training. The trainee must achieve all the objectives with the specified levels attained to complete the training.

4. When making assessment, the training tutor should make reference to the requirements of the relevant Units of Competency in the Specification of Competency Standards for the arboriculture and horticulture industry under the Qualifications Framework.



Urban Forestry Support Fund - Trainee Programme Application Form

(CIC Use)
No.: _____
Date of Rec: _____
Last Update: _____

Please email the completed form together with supporting documents to ufsf-tp@cic.hk or by post to CIC Office: 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

For submission by post, please ensure sufficient mailing time and postage to make delivery in order. Underpaid mail will be rejected.

You shall receive the acknowledge receipt from the CIC Office within 5 working days. For enquiries, please contact at 2100 9000

Part I: Particulars of Applicant Company (Employer)

Registered Name of Company:			
Contact Address:			
Contact Person:			
Telephone No.:		Fax No.:	
Email Address:			
Business Registration No.:			

Part II: Eligibility Requirements for Applicant (Employer):

Please insert a "✓" in the boxes below as appropriate.

For Arborist Job Type:

- ☐ (as a consultant or a contractor) undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year or
- ☐ (as a tree management party e.g. government department, utility company, property management company, large corporation such as themed park company) possessing/managing a substantial amount of tree asset;
and
- ☐ Directly employing at least one professionally qualified arborist who meets the requirements for the training tutor of Arborist Trainee¹² .

For Tree Climber Job Type:

- ☐ (as a consultant or a contractor) undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year or
- ☐ (as a tree management party e.g. government department, utility company, property management company, large corporation such as theme park company) possessing/managing a substantial amount of tree asset;
and
- ☐ Directly employing at least one professionally qualified tree climber who meets the requirements for the training tutor of Tree Climber Trainee¹³ .

Part III. Information of Contract(s) (where applicable)

Please provide a copy of the contract(s) that the trainee(s) will be deployed covering the following information:

- | | |
|--|-------------------------------|
| (1) Name of the main contract | (2) Start date of the project |
| (3) End date of the project / duration | (4) Signature page |

For companies possessing/managing a substantial amount of tree asset without the information of contract as required in the above, please specify the deployment location for the trainee(s):

¹² Requirements on the Training Tutor of Arborist Trainee are given in Section 5.6.2 of the Framework Document.

¹³ Requirements on the Training Tutor of Tree Climber Trainee are given in Section 5.6.3 of the Framework Document.

Part VI. Information of Training Tutor and Trainee

The maximum training tutor-to-trainee ratio shall be 1:3 for arborist training; and 1:2 for tree climber training.

Name of Training Tutor		Tel No.	Job Type
Name of Trainee	HKID No.	Tel No.	Name of the Main Contract (If Applicable)

Name of Training Tutor		Tel No.	Job Type
Name of Trainee	HKID No.	Tel No.	Name of the Main Contract (If Applicable)

Name of Training Tutor		Tel No.	Job Type
Name of Trainee	HKID No.	Tel No.	Name of the Main Contract (If Applicable)

Please copy and fill in the “Part VI. Information of Training Tutor and Trainee” if the blank space is insufficient.

Part V. Documents Submission

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

Employer:

<input type="checkbox"/>	Copy of Business Registration Certificate.	
<input type="checkbox"/>	<u>For company of consultant or contractor:</u> Copy of tree inspection and/or tree work related contract with pages showing: (i) Name of the Main Contract; (ii) Start Date of the Project; (iii) End Date / Duration of the project; and (iv) Signature page.	<u>For tree management party:</u> Record/proof of possessing/managing substantial amount of tree asset.
<input type="checkbox"/>	Record/proof on staffing establishment complying with the eligibility requirements of Applicant (Employer) specified in Section 5.3.1 or 5.3.2 by the employer company.	

Training tutors:

<input type="checkbox"/>	<u>For training arborist trainee:</u> Copy of Training Tutors' certificates /documentary proof on the following if applicable: (i) Academic Qualification; (ii) Professional Qualification; (iii) Training Qualification; (iv) OHS Training; and (v) A CV showing the work experience.	<u>For training tree climber trainee:</u> Copy of Training Tutors' certificates /documentary proof on the following if applicable: (i) OHS Training; (ii) Received training in tree work operations, or possess a professional tree climber qualification; and (iii) A CV showing the work experience.
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Trainees:

<input type="checkbox"/>	Trainees' HKID Copies.
<input type="checkbox"/>	Graduation certificate or documentary proof showing completion of local arboriculture and tree management programmes at HKQF Level 3 to Level 5 (for Arborist Trainee) or tree work and tree climbing programmes at HKQF Level 3 to Level 4 (for Tree Climber Trainee).
<input type="checkbox"/>	Copy of monthly wage employment contract of the trainee.
<input type="checkbox"/>	Consent Form(s) duly completed by the trainee.

Part VI: 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 employee is hired on monthly salary under this programme. The period of employment contract should not be less than that specified in the training programme.
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 training. We/I understand and agree that reimbursement of allowance 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 the Training Plan 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 Hong Kong, the CIC has the right to terminate this programme without any compensation and recover the reimbursed allowance.
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 allowance and make claims.
9. Our company/I hereby confirm that we/I shall observe the terms and conditions stipulated in the Framework Document of the Urban Forestry Support Fund-Trainee Programme as well as the terms and conditions specified in this Application Form. We/I confirm that all information is accurate.

Part VII: Personal Data Collection Statement

《Personal Data Collection Statement》

- The data provided by the Applicant (including this form and attachment(s)) shall be used for the purpose of, including (but not limited to), handling the application of this programme 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.
- 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.
- 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, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon**.
- 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.
☐ Our company/I do not agree to receive information from the CIC in relation to its activities and construction-related information in the future.

Authorized signature

Company chop

Name: _____ Position: _____

Date: _____

For the use of CIC only		Date
PART I		
PART II		
PART III		
PART IV		
PART V		
PART VI		
PART VII		
Checked by		
Endorsed by		

Terms and Conditions

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC and the Applicant comprising the Programme'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 employer that submit an application to participate in the Programme launched by the CIC.
- (c) **Approved Project** means the Programme application of the Applicant approved by the CIC.
- (d) **CIC** means the Construction Industry Council.
- (e) **Commencement Date** means the date of training commencement notified by the Applicant to the CIC upon the approval of application by the CIC.
- (f) **Framework Document** means the policy document governing the Programme which can be accessed on the CIC's website (<http://www.cic.hk>).
- (g) **Notification of Approval** means the letter issued by the CIC to the successful Applicant notifying it that its application to participate in the Programme has been approved.
- (h) **Participant** means training tutor and trainees recruited by the Applicant to participate in the Programme.
- (i) **Programme** means the Urban Forestry Support Fund-Trainee Programme launched by the CIC to which this Application Form relates to.
- (j) **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.

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 notify CIC the date of training commencement and commence the training for the approved trainees within 2 months from the date of Notification of Approval. The Approved Project will be forfeited if the Applicant does not commence the training within such time period. In that case, a new application must be submitted if the Applicant wishes to continue participating in the Programme.
- 2.3 The Applicant shall conduct training to the trainee according to the Training Plan in the training period. Should there be any circumstances that hinder the Applicant from doing so, the Applicant shall notify the CIC in writing immediately.

3 Training Allowance

- 3.1 The CIC may withhold the reimbursement of the training allowance 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 allowance reimbursement application do not meet the standards or requirements specified in the Framework Document.
- 3.2 The Applicant shall apply for the reimbursement of training allowance solely towards the Approved Projects in accordance with the Framework Document.

4 Insurance

- 4.1 The Applicant shall ensure that all personnel responsible to conduct training under the Programme 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 Programme. Such insurance shall cover the Participants employed by the Applicant.

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 shall be reimbursable to the Applicant as from the date of termination.

6 Probity

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

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 Programme 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 Programme.
- 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 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 reimburse any and all allowances 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 Programme, 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.

Urban Forestry Support Fund – Trainee Programme

I, _____ (name) (HKID No: _____)
confirm to participate in the Urban Forestry Support Fund – Trainee Programme (the Programme), understand and agree to the requirements and terms and conditions stipulated in this Application Form and the Framework Document of the Programme. I declare that I do not possess any relevant professional qualifications issued by the professional organisations¹⁴ for the training type of *arborist/ tree climber.

Employer (Company) Name: _____

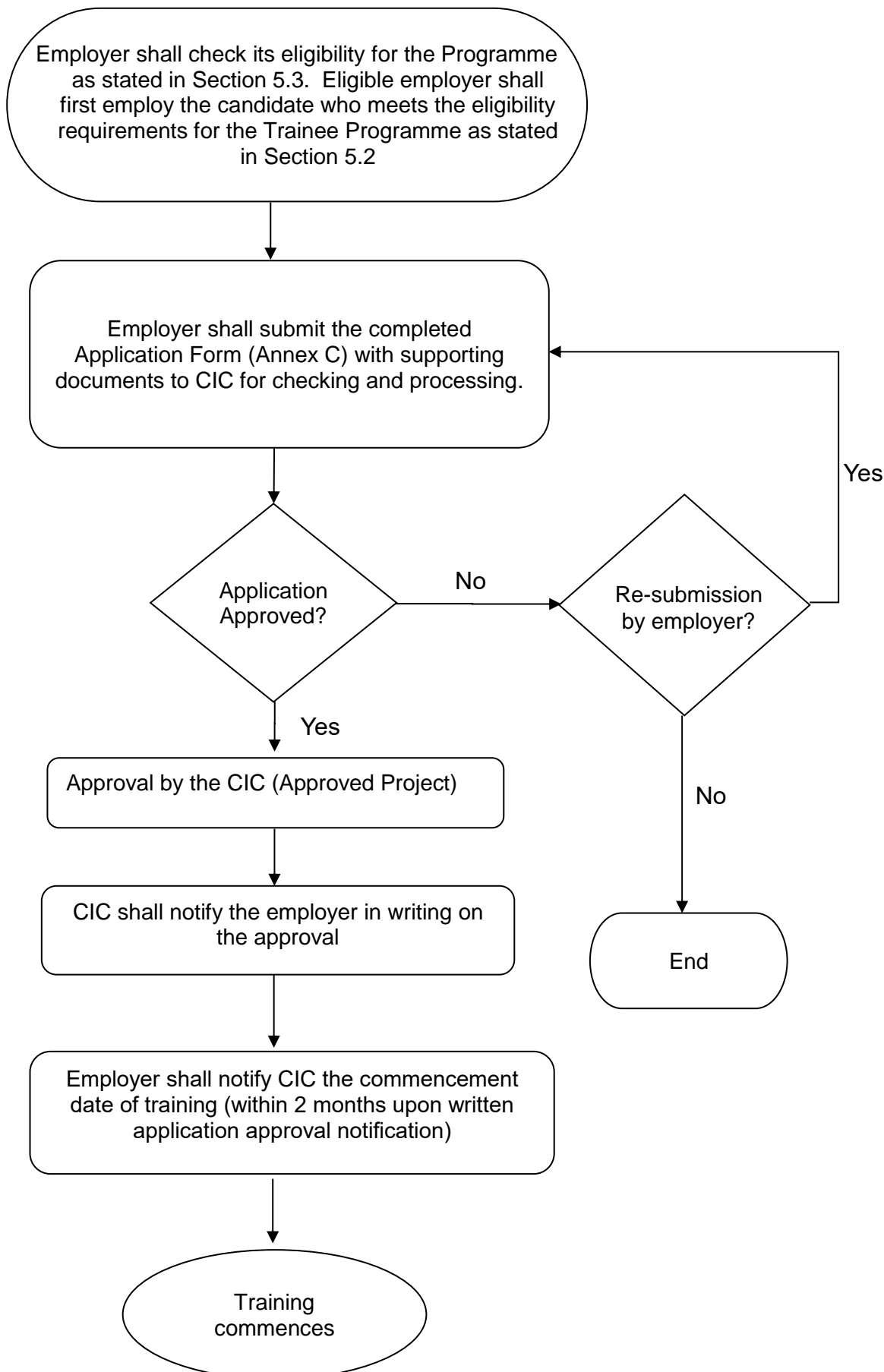
Signature of Trainee

Date

* Delete as appropriate.

¹⁴ Including International Society of Arboriculture, Arboricultural Association of the UK, European Arboricultural Council, National Arborists Association of Australia (issued on or before 31 Dec 2010), Arboriculture Australia and Hong Kong Institute of Landscape Architects.

Flow Chart of Application Procedures for the Programme





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

Urban Forestry Support Fund
- Trainee Programme

Training Progress Report **(Month)** **(Year)**

Employer Company : _____

Contact No.: _____ Working Location: _____

Name of Trainee: _____

Name of Training Tutor: _____

Job Type : ☐ Arborist ☐ Tree Climber *(Please tick the appropriate box)*

Training Period: ____ (dd) ____ (mm) ____ (yyyy) to ____ (dd) ____ (mm) ____ (yyyy)

Attendance Record of Trainee: Monthly Working Day(s) _____ Days.

Training content : _____

Did the trainee attend Enrichment Programme during the above month?

☐ Yes ☐ No *(Please tick the appropriate box)*

If yes, please specify: _____

Trainee Safety Record: Any work injury record of the trainee in this month?

☐ Yes ☐ No *(Please tick the appropriate box)*

If yes, reason for injury: _____ Absence due to injury: _____ day(s)

Remarks: _____

Signature of Trainee

Date:

Signature of Training Tutor

Date:

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

Urban Forestry Support Fund - Trainee Programme

Trainee's Attendance and Wage Payment Record Form

I, _____, have received salary from _____ (employer) for the period from _____ to _____ as follows:
(DD/MM/YYYY) (DD/MM/YYYY)

HK\$

Monthly Salary (as stated in the Employment Contract): \$ _____
Allowance: \$ _____

Overtime Allowance: \$ _____

Transportation Allowance: \$ _____

Others : (Please specify: _____) \$ _____

(Please specify: _____) \$ _____

No. of Unpaid Absence Day: _____ days
(exclude eligible rest days and statutory holidays)
\$ _____
(Salary deducted due to absence from work)

Other Salary Deduction: \$ _____

(Reason: _____) \$ _____

(Reason: _____) \$ _____

\$ _____

Total Salary from _____ to _____ :
(DD/MM/YYYY) (DD/MM/YYYY)

Company Chop and Authorized Signature

Signature of Trainee

Date

Date



Urban Forestry Support Fund -Trainee Programme

Training Allowance Reimbursement Application Form
 No.: _____
 (To be filled by CIC)

Date Received:

Company Name			
Types of Trainee			
Period of Reimbursement		to	
Contact Email			
Contact TEL			

Copy of Below Checklist:

1. Training Plan filled with the latest training progress
2. Training Progress Report
3. Trainee's Attendance and Wage Payment Record Form
4. Pay slip for wage payment to the trainee

Trainee Attendance Record

Trainee Name				
Year	Month	No. of Unpaid Absence Days	Allowance	Monthly Payment
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total				0

Trainee Name				
Year	Month	No. of Unpaid Absence Days	Allowance	Monthly Payment
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total				0

Trainee Name				
Year	Month	No. of Unpaid Absence Days	Allowance	Monthly Payment
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total				0

Trainee Name				
Year	Month	No. of Unpaid Absence Days	Allowance	Monthly Payment
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total				0

Please copy and fill in the "Trainee Attendance Record" if the above blank space is insufficient.

Company Chop and Authorized Signature

Date :

Prepared By

Checked By

Manager's Endorsement

For CIC Use

Receive Date

Payment Date

Officer

Date

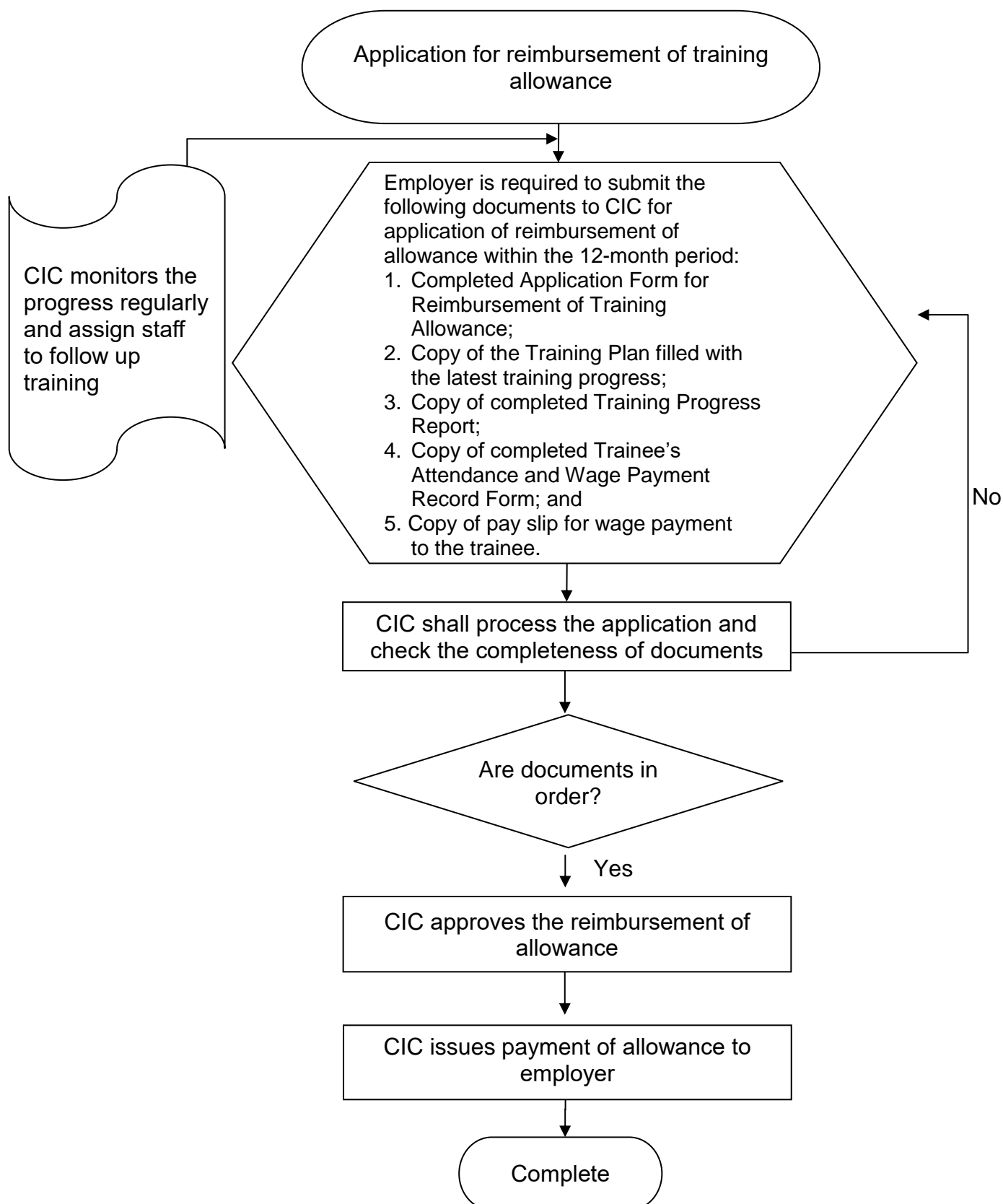
Senior Officer

Date

Manager

Date

Flow Chart of Application Procedures for Reimbursement of Allowance





No.: _____ (To be filled by CIC)

Date Received: _____

Urban Forestry Support Fund - Trainee Programme

Application Form for Granting of Bonus

Part I: Applicant Information

Name: _____ Mr. / Ms. / Mrs. / Miss
 HKID No: _____ Tel.: _____
 Company Name: _____ Tel.: _____
 Email Address: _____

Part II: Training Job Type

☐ Arborist ☐ Tree Climber (Please tick the appropriate box)

Training Period: _____ To _____
 Training Employer: _____ Tel.: _____
 Completion Date: _____ Certificate No.: _____

Part III: Declaration

I, _____ (Full Name) (HKID No. _____),
 have satisfactorily completed the Urban Forestry Support Fund - Trainee Programme on
 _____ (date) and acquired the professional qualification issued by
 _____ (Name of the issued organization) on
 _____ (date) and would like to apply for a bonus of:

☐ HK\$30,000 (Arborist Trainee) ☐ HK\$20,000 (Tree Climber Trainee)
 (Please tick the appropriate box)

☐ I agree to abide by the following conditions: (Please tick the appropriate box)

- (i) I confirm that the information provided in this application, its attachments submitted or to be submitted are true and complete;
- (ii) I fully understand the content, requirements and declaration of this application;
- (iii) I understand that if I make any false statements, provide any false or misleading information omit any relevant information, or change or alter this form in any unauthorized manner, my application may be declined or the approval granted may later be revoked. I understand that it is an offence to provide false information and may be liable to disciplinary / legal action;
- (iv) I understand the application should be submitted within 6 months from the date of acquisition of the professional qualification. If I fail to submit the application for granting of bonus within the said period of time, CIC will not process any applications submitted beyond that period and no granting of bonus to the trainee will be made.

Part IV: Bank Instructions

Bank Name	
Bank Account Holder's Name	
Bank Account Number	

Part V: Document Checklist *(Please tick the appropriate box)*

- ☐ Documentary proof/copy of certificate of the professional qualification attained
- ☐ Bank Card / Bank Proof
- ☐ Copy of Certificate of Completion of on-the-job training for the corresponding job type

Signature of the Applicant: _____ **Date:** _____

For CIC Use			
Receive Date		Payment Date	
Prepared By	Checked By	Manager's Endorsement	
Officer	Senior Officer	Manager	
Date	Date	Date	

Flow Chart of Application Procedures for Granting of Bonus

