

Advanced Construction Manpower Training Scheme - Pilot Scheme (Skills Enhancement Courses) Application Form

(For CIC/HKIC Use)

No. : _____

Date of Rec : _____

Last Update : _____

Code : S____-7_____

Part I: Information of Applicant (Training Body)

Name of Training Body : ☐ Special Class of "Multi-Skilled Development"

Address of Training Body :

Name of Person-in-charge :

Position :

Telephone No. :

Email :

Part II: Training Proposal

(1) Training Venue :

(2) Training Period :

(3) Time of Training :

(4) Length of Training :

(5) Proposed Number of Students : (maximum 6 students per class, one Application Form per each Trade)

(6) Work Trade and Class Number :

Part III: Particulars of Proposed Students

Name in Chinese :

Name in English :

Name in Chinese :

Name in English :

Name in Chinese :

Name in English :

Name in Chinese :

Name in English :

Name in Chinese :

Name in English :

Name in Chinese :

Name in English :

Part IV: Particulars of Proposed Trainer and Assistant Trainer

Trainer

Name in Chinese :	
Name in English :	

Assistant Trainer

Name in Chinese :	
Name in English :	

(Additional Information)

☐ Trainer / ☐ Assistant Trainer Information

Name in Chinese :	
Name in English :	

☐ Trainer / ☐ Assistant Trainer Information

Name in Chinese :	
Name in English :	

☐ Trainer / ☐ Assistant Trainer Information

Name in Chinese :	
Name in English :	

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

<input type="checkbox"/> Bamboo Scaffolder	<input type="checkbox"/> Metal Worker	<input type="checkbox"/> Joiner	<input type="checkbox"/> Refrigeration/ Air-conditioning/ Ventilation Mechanic (Unitary System)
<input type="checkbox"/> Bar Bender and Fixer	<input type="checkbox"/> Metal Scaffolder	<input type="checkbox"/> Window Frame Installer	<input type="checkbox"/> Refrigeration/Air-conditioning/Ventilation Mechanic (Electrical Control)
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Electrical Wireman	<input type="checkbox"/> Painter and Decorator	<input type="checkbox"/> Floor Layer (Timber Flooring)
<input type="checkbox"/> Plasterer	<input type="checkbox"/> Fire Service Electrical Fitter	<input type="checkbox"/> Control Panel Assembler	<input type="checkbox"/> Carpenter (Formwork - Building / Civil Construction)
<input type="checkbox"/> Tiler	<input type="checkbox"/> Communication System Mechanic	<input type="checkbox"/> Plumber	<input type="checkbox"/> Building Security System Mechanic
<input type="checkbox"/> Leveller	<input type="checkbox"/> Glazier	<input type="checkbox"/> Paving Block Layer	<input type="checkbox"/> General Welder

Part VI: Declaration of Applicant

1. Our Training Body understand and agree that the Construction Industry Council (CIC) / Hong Kong Institute of Construction (HKIC) has absolute right to decide whether to accept our application.
2. Our Training Body understand and agree that the CIC/HKIC has the right to request us to provide the supporting document(s) of the above information or further information and document(s) when considering this application. The CIC/HKIC also has the right to send representatives to inspect the above location(s).
3. Our Training Body understand and undertake to provide training to student(s) according to training syllabus and agree that the CIC/HKIC can send personnel to the venue at any time to inspect whether the training progress, environment and conditions are safe and reasonable after the approval of the application.
4. Our Training Body agree to provide the relevant insurance for trainers, assistant trainers and students. The CIC/HKIC is not held liable in any event.
5. Our Training Body declare that all information above and attached is true and accurate. We 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.
6. Our Training Body 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 the reimbursed subsidy and make claims.
7. Our Training Body hereby confirm that the students possess respective Intermediate Trade Test qualification with at least 1 year of relevant post-qualification working experience (at least 3 years relevant working experience for Paving Block Layer).
8. Our Training Body hereby confirm that we shall comply with the terms and conditions stipulated in the framework document of ACMTS - Pilot Scheme (Skills Enhancement Courses) as well as this application form and the terms and conditions specified in this application form. We confirm that all information is accurate.

Part VII: Declaration of Interest

1. Our Training Body shall require our directors and employees to declare in writing to our Training Body any conflict or potential conflict between their personal/financial interests and their duties in connection with this Agreement. In the event that such conflict or potential conflict is disclosed in a declaration, our Training Body shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. Our Training Body shall require our agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
2. Our Training Body shall prohibit our directors and employees who are involved in this Agreement from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Agreement. Our Training Body shall require our agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
3. Our Training Body shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that our directors, employees, agents, sub-contractors and students who are involved in this Agreement are aware of the provisions under the aforesaid sub-clauses 1 and 2.

Part VIII: Personal Data Collection Statement

The collection of personal data, the purposes of collection and the disclosure and transfer of personal data are detailed in Annex 17 "Personal Information Collection Statement".

《 Declaration on Compliance 》

- ☐ Our Training Body confirmed that we have carefully read and understood the Declaration of Applicant, Annex of Terms and Conditions, all other information on this application, and confirmed that we have complied with the clauses in Declaration of Interest.
- ☐ Our Training Body confirmed that we have carefully read and understood the Personal Data Collection Statement (Annex 17) as annexed on this application.

(Please fill in the appropriate box with a "√" mark)

Please attach the following documents and put <input checked="" type="checkbox"/> in the box below:	
<input type="checkbox"/>	Training Schedule
<input type="checkbox"/>	CV of each trainer
<input type="checkbox"/>	Course Application Form of each student
<input type="checkbox"/>	Copy of HKID, Safety Green Card, Trade Test Application Form and Allowance Form

Signature : _____
Authorized signature Training Body Chop

Name : _____ Position : _____

Date : _____

For CIC/HKIC Use			
Endorsement :		Date :	

Personal Data Collection Statement

1. Collection of Personal Data

- 1.1. Hong Kong Institute of Construction ("HKIC") is one of the member organizations of the Construction Industry Council (the "CIC"). The information you provide to HKIC, including any personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), will be used solely for purposes related to the activities of the CIC, including HKIC. The activity and the required personal data are detailed in the application form.
- 1.2. Whether or not you provide your personal data to HKIC is voluntary. However, where you are providing information for the purpose of an application, it is necessary that you supply HKIC with complete information as specified on the application form. Otherwise, HKIC may be unable to process or consider your application. If you are under the age of 18, you should consult your parent or guardian before providing any personal data to us.
- 1.3. You are entitled to request access to and correction of any errors in your personal data. If you wish to do so, please write to Assistant Manager – Central Office (Data Access Request), Hong Kong Institute of Construction, Construction Industry Council, **38/F COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon**. Should you have any enquiries about our PICS and related practices, please contact us at the above address or via enquiry@cic.hk. As a member of the CIC, HKIC strictly follows the relevant policies of the CIC. For more information about our policies on privacy and personal data protection, you can access our Privacy Policy Statement at https://www.cic.hk/eng/main/privacy_policy_statement.

2. Purposes of Collection

Your personal data will be kept confidential and may be used by the CIC, including HKIC for the following purposes:

- a. Assessing your application for admission, including payment and refund/reimbursement whenever necessary;
- b. Responding to situations involving a risk of health or safety, including an emergency;
- c. All other purposes in connection with your studies and assessments;
- d. Arranging for career services;
- e. Managing alumni affairs;
- f. Facilitating communication with you;
- g. Performing and exercising functions and powers of the CIC under relevant legislation, rules and sub-legislation, including but not limited to the Construction Industry Council Ordinance (Cap. 587) and Construction Workers Registration Ordinance (Cap. 583);
- h. Establishing, exercising and defending the CIC's legal rights, and complying with the CIC's legal and regulatory obligations (including anti-money laundering obligations, complying with orders by courts or regulators, etc.);
- i. Managing access to the CIC's premises and for security purposes;
- j. Preventing and responding to actual or potential security threats, fraud or illegal activities;
- k. Handling complaints or enquiries;
- l. Performing analysis and conducting research and surveys;
- m. Performing audits and compliance reviews to ensure compliance with the applicable CIC's policies and procedures, regulations and law;
- n. Other purposes related or incidental to the conduct of the CIC's activities; and
- o. Any other purposes that you may consent to from time to time.

3. Disclosure and Transfer of Personal Data

- 3.1. We may disclose or transfer your personal data for the purposes as stated in paragraph 2 to third parties, including but not limited to the following:
 - a. Any or all of the CIC's affiliates and/or subsidiaries;
 - b. Any third party service providers, contractors/sub-contractors that, on behalf of the CIC, operate or maintain membership, event registration, tour booking, researches and/or analysis, or carry out back-end services, administrative services, verification services, cloud services or information technology services, or provide necessary support or services to the CIC to enable us to provide our services, including any insurance, banking or third party payment gateways services used by the CIC, and any other entities that discharge contractual obligations on our behalf;
 - c. Any of the CIC's professional advisors, including but not limited to lawyers, accountants and auditors; or
 - d. Any party that owes a duty of confidentiality to the CIC.
- 3.2. We may disclose and transfer your personal data in accordance with any legal or regulatory requirements or any court order applicable to the CIC.

4. Use of Personal Data Related to Direct Marketing

To keep you informed of CIC activities and developments in the construction industry which may be of interest, the CIC would like to use your personal data, including your name, phone number, correspondence and email address, to update you in relation to our training courses, trade testing, registration, events and other aspects of its work and developments in the construction industry.

You are free to decide whether you wish to receive such information. If you choose to receive information on the above, please put a tick in the box below. You may make any subsequent changes on your choice of receiving promotional materials by writing to us.

☐ I wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.

Annex: 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 and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any Training Bodys 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) **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.
- (i) **Participant** means trainers, assistant trainers and students recruited by the Applicant to participate in the Scheme.
- (j) **Scheme** means the collaborative training scheme launched by the CIC/HKIC to which this Application Form relates to.
- (k) **Interpretation**

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

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

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

2 Applicant's Obligations

- 2.1 The Applicant shall comply with all the provisions of the Agreement. The CIC/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 students 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;
 - (b) Documents submitted by the Applicant in relation to the monthly subsidy reimbursement application do not meet the standards or requirements specified in the Framework Document.
- 3.2 The Applicant shall apply the subsidies solely towards the Approved Projects in accordance with the Framework Document.

4 Insurance

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

5 Bankruptcy or Receivership

- 5.1 The CIC/HKIC 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/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 Prevention of Bribery

- 6.1 The Applicant shall not, and shall procure that its directors, employees, agents, sub-contractors and students who are involved in this Agreement shall not, except with permission of the CIC/HKIC solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the business of the CIC/HKIC. The Applicant shall also caution its directors, employees, agents, sub-contractors and students against soliciting or accepting any hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the CIC/HKIC. The Applicant shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that its directors, employees, agents, sub-contractors and students are aware of the aforesaid prohibition and will not, except with permission of the CIC/HKIC, solicit or accept any advantage, hospitality, etc. in relation to the business of the CIC/HKIC.
- 6.2 The Applicant shall not, and shall procure that its directors, employees, agents, sub-contractors and students who are involved in this Agreement shall not, offer any advantage to any Board member or staff in relation to the business of the CIC/HKIC.

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, students, agents or other personnel.
- 9.2 The CIC/HKIC shall not be held liable for any matters arising from the participation of the Applicant and the Participants in the scheme, including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10 Termination of Approved Project

- 10.1 The CIC/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 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/HKIC by the Applicant.

11 Settlement of Disputes

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

12 Governing Laws and Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China.
- 12.2 The Applicant shall complete the Approved Training Plan once commenced. Should there be any circumstances that hinder the Applicant from doing so, the Applicant shall notify the CIC/HKIC in writing immediately.