

Contractor Cooperative Training Scheme (CCTS)

Framework Document

Effective from May 2017, the application is limited to mandatory public works contract only

By Hong Kong Institute of Construction

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此文件關於承建商合作培訓計劃。如有需要索取此文件的中文版本，請致電 2100 9238 或以電郵 cos.ccts@hkic.edu.hk 與蔡汶儀女士聯絡。

This Disclaimer has been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

Table of Content

1. Purpose
2. Terminology
3. Background
4. Nature of the Scheme
5. Details of the Scheme
6. Requirements for Main Contractor
7. Requirements for Sub-Contractor
8. Roles of the CIC/HKIC
9. Application Procedures
10. Monitoring Procedures
11. Reimbursement of Trainee Subsidy, Trainer Subsidy and Completion Bonus
12. Fraud Case and Termination of Agreement
13. Forfeiture
14. Special Circumstances
15. Avoiding Conflict of Interests
16. Personal Data Collection Declaration

- | | |
|----------|--|
| Annex 1 | Proposed Training Syllabus (Chinese Only) |
| Annex 2 | List of Trade entitled to Training Subsidy |
| Annex 3 | Site Inspection Report |
| Annex 4 | Sample of Trainee Training Log Book |
| Annex 5 | Supervisory Check for Trainee Applicants Eligibility Checking and Trainee Summary Record |
| Annex 6 | Contractor Cooperative Training Scheme Application Form |
| Annex 7 | Procedure and Flowchart for Handling Scheme Application |
| Annex 8 | Flowchart of Monitoring CCTS |
| Annex 9 | Flowchart for Complaint Handling |
| Annex 10 | Calculation for Trainers' Subsidy under CCTS |
| Annex 11 | Procedure and Flowchart for Handling Subsidy Reimbursement Application |
| Annex 12 | Flowchart of Handling of Suspected Fraud Case |
| Annex 13 | Checklist for follow-up action on cooling-off period |
| Annex 14 | Flow Chart for follow-up action on cooling-off period |

1. Purpose

The purpose of this document is to depict the details of Contractor Cooperative Training Scheme (CCTS) and to set out the procedures of Construction Industry Council / Hong Kong Institute of Construction in handling this Scheme.

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.	CIC	Construction Industry Council
b.	HKIC	Hong Kong Institute of Construction
c.	CITB	Construction Industry Training Board
d.	Approved Project	Application of CCTS approved by the CIC/HKIC
e.	Scheme	Contractor Cooperative Training Scheme
f.	Agreement	Training agreement made between the CIC/HKIC and the Main Contractor comprising this Framework Document, the Application Form submitted by the Main Contractor and approved by the CIC/HKIC and the Terms and Conditions annexed to the Application Form.

3. Background

3.1 In order to provide proper training for people who are interested in joining construction industry, the CIC has been providing a wide range of training programmes for construction industry since its establishment. However, followed by the commencement of “Ten Major Infrastructure Projects”, railways and private construction projects, workers for various trades is highly in need, especially workers of civil engineering. In order to cope with the projected labour demand and attract new workforce in construction industry, the CIC has introduced the CCTS and cooperate with contractor to provide training for workers.

3.2 In addition to the benefit of site training suiting the nature of the trades concerned, the CCTS can also increase the training capacity of the industry substantially in a short period of time. Furthermore, it can capitalise on the trainees’ productivity and provide a real on-site environment to gear the graduates up for higher

productivity to meet the actual site requirements and the overall benefit of the construction industry.

4. Nature of the Scheme

- 4.1 The Main Contractor or the Sub-Contractor shall follow the "First-hire-then-train" approach and provide the on-site training to the trainee. The Main-Contractor submit the document including the Scheme application form, contract of construction project, trainer's qualification and supporting document, training supervisor's qualification to the CIC/HKIC. The training shall be carried out according to the Approved Projects and the approved proposed training syllabus. For details of proposed training syllabus, please refer to Annex 1 of Framework Document in Chinese Version.
- 4.2 Under CCTS, the Main Contractor and/or the Sub-Contractor shall recruit worker and the CIC/HKIC shall provide proposed training syllabus for reference. The Sub-Contractor shall provide a trainer to train his/her workers on site under the supervision of the Main Contractor and the CIC/HKIC shall conduct site inspection. The workers, after completing the training, shall sit for the intermediate trade test or the certificate test or the completion test conducted by the CIC/HKIC. The Main Contractor and/or the Sub-Contractor shall receive appropriate training subsidy from the CIC/HKIC under the CCTS.
- 4.3 The CIC/HKIC shall approve the Scheme application, monitor periodically and review the Scheme.

5. Details of the Scheme

- 5.1 To participate in this Scheme, the trainee must meet the follow requirements :
- (i) aged 18 or above ; and
 - (ii) a Hong Kong Resident and has permit to work in Hong Kong; and
 - (iii) has not taken the CIC's or HKIC's Full-time Short Course/Enhanced Construction Manpower Training Scheme (ECMTS) or other full-time training courses offered by the CIC or HKIC or other training bodies funded by the CIC or HKIC **within one year** after graduation; and
 - (iv) has not taken the CIC's or HKIC's Technician programmes **within two years** after graduation; and
 - (v) does not possess intermediate trade test certificate or trade test certificate of applied trade; and
 - (vi) has not registered as a skilled worker or semi-skilled worker of applied trade in the Construction Workers Registration.

- 5.2 The Main Contractor who wishes to participate in the Scheme must possess a public works contract and provide the proof of conditions to participate in the Scheme.
- 5.3 The training supervisor proposed by the Main Contractor shall possess at least 5 years of site supervision experience and his/her CV shall be submitted to the CIC/HKIC by the Main Contractor.
- 5.4 Requirements on Trainer Qualifications and Trainer-to-Trainee Ratio

5.4.1 The trainer proposed by the Main Contractor and/or the Sub-Contractor shall meet the following requirements:

- (i) Holder of Registered Skilled Worker of relevant trade through the "Senior Workers Registration Arrangement"; or
- (ii) Holder of relevant trade test certificate with not less than 5 years relevant post qualification working experience; or
- (iii) Holder of relevant trade test certificate with at least 7 years relevant working experience.

For the trade of Measurement Technician assistant, the trainer shall have 10 years or above relevant post-qualification working experience or be the holder of relevant professional qualification.

5.4.2 The relevant working experience of proposed trainer shall be proved in the form of CV. The CV of the proposed trainer shall be written by the Main Contractor and/or the Sub-Contractor in the form of a company letter or CV stamped with company chop. The CV shall include the following information:

- (i) Relevant Working Experience - detailed listed the project name, start date (year and month) and completion date (year and month); and
- (ii) Job Duties - The content must be written in accordance with the "Description of skills" (column 3) of the respective trade division in Schedule 1 of the Construction Workers Registration Ordinance, Chapter 583 of the Laws of Hong Kong.

5.4.3 The CV of a proposed trainer who has been working for the current Main Contractor and/or the current Sub-Contractor for 5 or 7 years should be provided by the current Main Contractor and/or the current Sub-Contractor. If a proposed trainer has not been working for the current Main Contractor and/or the Sub-Contractor for 5 or 7 years, other than the CV provided by the current Main Contractor and/or the current Sub-Contractor, the CV from former employer is also required to prove that he/she has a total of 5 or 7 years of relevant working experience. If the CV from former employer could not be provided, the prove of relevant

working experience must be in the form of making oath at the Home Affairs Department. The CIC/HKIC can provide CV sample applicable for making oath for the proposed trainers' reference and completion. CIC/HKIC may contact Main Contractor to verify the submitted information.

5.4.4 The CIC/HKIC shall arrange interview with proposed trainer in the following scenario:

- (i) Trade test has not been set up for the trade of the application; or
- (ii) The proposed trainer does not possess trade test qualification but possess relevant professional qualification.

The interviewer would be instructor of the Hong Kong Institute of Construction, or the management staff of CIC/HKIC with relevant professional qualification of The Hong Kong Institution of Engineers or The Hong Kong Institute of Surveyors, or equivalent. The interview with proposed trainer shall be conducted based on the assessment framework.

5.4.5 For the trade of Crawler Crane Operator (Apprenticeship), the qualification of trainer shall be in accordance with the "Course Design and Specifications for Training Courses for Operators of Crane" of the Labour Department, the trainer of the practical session should possess the following qualification:

- (i) Adequate training on operation of crawler crane (e.g. possession of a certificate of competency issued by the manufacturer/supplier or valid certificate of crawler crane); and
- (ii) Substantial experience on operation of the crawler crane involved (normally three years' relevant experience is preferred); and (iii) Possess the qualifications listed in either (a) or (b):
 - (a) Possess a Continuing Education Diploma in Occupational Safety and Health Practices issued by Occupational Safety and Health Council (OSHC); or
 - (b) Has completed mandatory basic safety training and possess a certificate of Safety Supervisor Course issued either by OSHC or the CIC/HKIC.

Trainers are required to comply with the relevant legislative provisions while working at construction sites and operating crawler cranes.

5.4.6 For details of Trainer-to-Trainee Ratio, please refer to Annex 1.

5.5 For details of trade entitled to subsidy, please refer to Annex 2.

- 5.6 At the end of the training, the trainees are required to take the intermediate trade test or the certificate test or the completion test conducted by the CIC/HKIC free of charge. If the trainees are absent from any free intermediate trade test or the certificate test arranged by the CIC/HKIC, a reasonable excuse and evidence should be submitted in writing within 10 working days after the test. Otherwise, the CIC/HKIC shall consider it to be absent without reason and the trainees shall lose all free testing opportunities. Trainees are only allowed to take another intermediate trade test or certificate test free of charge if he/she fails the first one. Thereafter, the normal fees shall be charged for any subsequent trade test or the certificate test. No certificate shall be issued by the CIC/HKIC to the trainee fails in the intermediate trade test or the certificate test or the completion test. The Main Contractor and the Sub-Contractor shall provide further training if necessary to assist the failed trainee for re-test.
- 5.7 If the test score for the trainee is rated as “zero” on the Intermediate Trade Test (ITT) or Certification Test or Completion Test, the CIC/HKIC reserves the right to forfeit the free re-test and terminate the training provided by the employer for the trainee.
- 5.8 The CIC/HKIC shall examine the training records and progress of Trainee Training Log Book. The CIC/HKIC shall conduct site inspection during training period to understand the training progress of trainee and communicate with trainee and trainer. The CIC/HKIC staff shall fill in the site inspection report (for details, please refer to Annex 3) for record and necessary follow-up actions. The Main Contractor is responsible for arranging site inspections for the CIC/HKIC staff. If the site inspection cannot be conducted as scheduled, the CIC/HKIC will prioritise the inspection. Sites with the person-in-charge refuses inspection without justifications or changes schedule for more than 3 times will be classified to be higher risk. Site inspection to higher risk sites will be arranged for one extra time.

6. Requirements for Main Contractor

- 6.1 The Main Contractor shall has at least one public works contract, either in progress or ready to commence. (The contract must be mandatory public works and has the proof of conditions to apply). During submitting an application, the Main Contractor shall fill in the main construction project contract number of which the on-site training for trainees will be primarily conducted. After the CIC/HKIC approves the application, the Main Contractor cannot change the information of the main construction contract under any circumstances.
- 6.2 The Main Contractor may apply for adding a new training site managed by him/her, provided that it is necessary or desirable for the completion of training. But the Main Contractor cannot change the information of the main construction contract which has been approved by the CIC/HKIC. The nature of the construction project, in whole or in part, must be appropriate to the type of workers to be trained under

the approved trades of Approved Project. The CIC/HKIC shall keep record of the application.

- 6.3 The Main Contractor shall comply with the Minimum Wage Ordinance when employing the trainees. The training subsidy can be used to pay wages in accordance to regulations under the Minimum Wage Ordinance.
- 6.4 The Main Contractor shall submit all the particulars of the trainees to the CIC/HKIC for approval. The Main Contractor must ensure that the collection, transfer and use of all such particulars of trainees to the CIC/HKIC are in compliance with the Personal Data (Privacy) Ordinance (PDPO). All trainees must be the employees of either the Main Contractor or the Sub-Contractor and that the employment contract shall comply with the Employment Ordinance of The Hong Kong Special Administrative Region (HKSAR). To ensure better use of the training capacity, skilled workers or semiskilled workers of the relevant trades are not eligible to participate in the CCTS. In order to receive training and subsidy, approval of trainees shall be obtained before the commencement of training.
- 6.5 The Main Contractor shall submit all the particulars of the trainers and the training supervisors, including all education background, qualification and experience of relevant trade to the CIC/HKIC. The Main Contractor must ensure that the collection, transfer and use of all such particulars of the trainers and the training supervisors to the CIC/HKIC are in compliance with the PDPO. Should there be any change of these personnel, proper replacement shall be arranged and prior approval shall be obtained from the CIC/HKIC before the replacement. The CIC/HKIC shall keep record of the application.
- 6.6 If there is any Sub-Contractor participating in the Scheme, the Main Contractor shall bear the responsibility to ensure that the information submitted by the Sub-Contractor is complete and correct and that the Sub-Contractor provides training in accordance with the Agreement.
- 6.7 The CIC/HKIC shall provide trainer subsidy in accordance with the rate approved by CITB for particular trades. The trainer subsidy shall be proportionately reduced if the number of trainees is less than the approved number. For example, if 4 training places are approved but only 2 trainees are recruited, the trainer subsidy would be halved. However, the Main Contractor and/or the Sub-Contractor may provide more trainer subsidy at his/her own expense.
- 6.8 The training supervisor proposed by the Main Contractor shall supervise, monitor and inspect the training in accordance with the Approved Project, so that the trainees can enhance their skills during the training period and pass the intermediate trade test or the certificate test or the completion test conducted by the CIC/HKIC at the end of training.

- 6.9 The Main Contractor shall check the trainee training log book submitted by the Subcontractor. Then the training supervisor from the Main Contractor shall sign the log book and submit it to the CIC/HKIC for checking and approval. For details of the log book sample, please refer to Annex 4.
- 6.10 Free site access shall be provided by the Main Contractor for the CIC/HKIC to carry out site inspections during training period, including but not limited to access to the specified site of the contract. If irregularities are spotted, the CIC/HKIC shall impose more frequent site inspections to ensure the Main Contractor and/or the Sub-Contractor meet the training requirements.
- 6.11 The Main Contractor shall register the particulars of the CCTS trainees to the CIC/HKIC. No CCTS trainee shall be registered more than once at any time.
- 6.12 According to the Approved Project, the Main Contractor shall commence the training within 12 months from the date the CIC/HKIC notifies that his/her application to participate in the CCTS has been approved. If the Main Contractor fails to comply with this policy, the application shall be deregistered from the approval list of the CIC/HKIC, and that the Approved Project and the approved subsidy shall be cancelled. Submission of a new application is required if the Main Contractor wishes to pursue the training plan.
- 6.13 The Main Contractor shall submit the application form for intermediate trade test or the certificate test or the completion test to the CIC/HKIC in the middle of the training period. Otherwise the CIC/HKIC reserves the right to terminate the remaining training provided by the Main Contractor.
- 6.14 The Main Contractor shall supervise, monitor and inspect the training in accordance with the proposed training syllabus during the on-site training period. For details, please refer to Annex 1. The trainees should enhance their skills and pass the Intermediate Trade Test (ITT) or Certification Test or Completion Test conducted by the CIC/HKIC at the end of training. In the event that the trainee's test score of the Intermediate Trade Test (ITT) or Certification Test or Completion Test is rated as "zero" (CIC/HKIC will notify the Main Contractor individually), the CIC/HKIC reserves the right to forfeit the free re-test and terminate the training provided by the employer for the trainee.
- 6.15 After receiving the subsidy from the CIC/HKIC, the Main Contractor shall transfer the relevant training subsidy to the Sub-Contractor.
- 6.16 **Quality assurance and performance assessment mechanism**

To further enhance the quality and performance of the CCTS, the following monitoring mechanisms are set up:

Assessment Period

The performance of the Main Contractor is assessed annually, and the assessment period starts from January 1 to December 31 of each year.

6.16.1 Performance Indicator

Retention Rate is 75% and Passing Rate is 75%.

Assessment Guidelines

Item		Performance Indicator
1.	Appreciation of outstanding achievements	≥75% (the top three)
2.	Performance satisfactory	≥75%
3.	Letter to remind the Main Contractor to pay attention to their unsatisfactory performance	≥50% and <75%
4.	Letter to strongly remind the Main Contractor for their poor performance and meeting with the Main Contractor for improvement measures	≥40% and <50%
5.	Suspension of processing new applications for 6-month cooling-off period	<40%

6.16.2 During 6-month cooling-off period, CIC/HKIC takes the initiative to meet the Main Contractor to review the Main Contractor's current training plan and support for improvement measure(s) in the first 3 months (probation period). At the end of the probation period, CIC/HKIC reviews and assesses the measure(s) implemented. If the Main Contractor's application had been approved before, CIC/HKIC would have taken the initiative to meet the Main Contractor to discuss and implement the employer's improvement measure(s) before allowing trainee joins the scheme. CIC/HKIC would summarize and record the relevant information in the Checklist for follow-up action on cooling-off period (for details, please refer to Annex 13). For flow chart for follow-up action on cooling-off period, please refer to Annex 14.

7. Requirements for Sub-Contractor

7.1 The Sub-Contractor is allowed to participate in the Scheme through Main Contractor, provided that he/she has a valid on-going or soon-to-start Sub-contract with the Main Contractor which suits the training purpose.

- 7.2 The Sub-Contractor shall recruit suitable workers and shall comply with the Minimum Wage Ordinance when employing the trainees in the Scheme. To ensure better use of the training capacity, skilled workers or semi-skilled workers of the relevant trades are not eligible to participate in the CCTS.
- 7.3 Sub-Contractor shall prepare the Scheme application and submit to the CIC/HKIC through the Main Contractor. Under the supervision of the Main Contractor, the Sub-Contractor shall conduct the training in accordance with the Approved Project such that the trainees can enhance their skill during the training period and pass the intermediate trade test or the certificate test or the completion test conducted by the CIC/HKIC.
- 7.4 Trainee shall record daily training content and skills learned in his/her training log book during the training period. The trainer of the Sub-Contractor shall sign the training log book and submit to Main Contractor for checking and approval.
- 7.5 The Sub-Contractor shall submit the application form for intermediate trade test or the certificate test or the completion test to the Main Contractor in the middle of the training period.
- 7.6 The Sub-Contractor shall supervise, monitor and inspect the training in accordance with the proposed training syllabus during the on-site training period. For details, please refer to Annex 1. The trainees should enhance their skills and pass the Intermediate Trade Test (ITT) or Certification Test or Completion Test conducted by the CIC/HKIC at the end of training. In the event that the trainee's test score of the Intermediate Trade Test (ITT) or Certification Test or Completion Test is rated as "zero" (CIC/HKIC will notify the Main Contractor individually), the CIC/HKIC reserves the right to forfeit the free re-test and terminate the training provided by the employer for the trainee.

8. Roles of the CIC or HKIC

- 8.1 The CIC/HKIC shall provide a trainee training log book (please refer to Annex 4) to each CCTS trainee for recording his/her attendance, training content and skills learned.
- 8.2 According to the Approved Project, the CIC/HKIC shall provide and arrange free safety training courses of relevant trade and free intermediate trade test or certificate test or completion test to the CCTS trainees.
- 8.3 If the test score of the Intermediate Trade Test (ITT) or Certification Test or Completion Test for the trainee is rated as "zero", the CIC/HKIC reserves the right to cancel the free re-test and terminate the training provided by the employer for the trainee.

- 8.4 The CIC/HKIC shall issue the approved subsidy to the Main Contractor upon the receipt of the monthly reimbursement application by the Main Contractor in accordance with the Approved Project.
- 8.5 The Main Contractor 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.
- 8.6 The CIC/HKIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Main Contractor and any of the Main Contractor's directors, officers, employees, sub-contractors, agents or other personnel.
- 8.7 The CIC/HKIC shall not be held liable for any matters arising from the employment of the trainees and trainers by the Main Contractor and/or his Sub-Contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.
- 8.8 The CIC shall conduct an internal check for the data input periodically (usually no less than two months). The senior staff shall spot check the staff's data entry whether the inputted information is correct or not. The checker requires to summarise and to record the relevant circumstances, and then sign and document the internal supervisory check form. For details, please refer to Annex 5.

9. Application Procedures

- 9.1 The Main Contractor shall complete the Application Form in Annex 6 and submit it together with the following supporting document to the CIC/HKIC for checking and approval.
- (i) Contract of Construction Project (shall be issued by the specific organization that supervise the project with the name and contract number of the main construction site, start date of the construction project, end date/ duration of the project, and both side of signature page); and
 - (ii) CV for training supervisor; and
 - (iii) CV and copy of trade test certificate of trainer; and
 - (iv) Terms and condition that shows mandatory for joining the Scheme
- 9.2 The Main Contractor shall commence the training in accordance with the Approved Project to meet the contract requirements.
- 9.3 Upon receipt of duly completed application form with all accurate details and related complete and accurate supporting document, the CIC/HKIC takes 17 calendar days to proceed and approve the application. The CIC/HKIC shall issue an email and a letter notifying the Main Contractor that his/her application has

been approved. Upon the issuance of email and letter notifications, the terms and conditions set out in the Agreement shall become legally binding on the Main Contractor and the CIC/HKIC. The Main Contractor is therefore advised to carefully read the defined terms and condition before signing and submitting its application.

- 9.4 If there is any incomplete or inaccurate document in an application, the Main Contractor should submit supplementary document within 23 calendar days after receiving email notification from the CIC/HKIC. Otherwise, the entire application shall be returned.
- 9.5 For details of the procedure and flowchart for handling scheme application, please refer to Annex 7.

10. Monitoring Procedures

- 10.1 When the Main Contractor and/or the Sub-Contractor commences the training, the trainee shall start to record their training activities in the training log book. Trainee and trainer are required to sign in the training log book.
- 10.2 The Main Contractor shall endorse and submit the training log book to the CIC/HKIC for checking and approval.
- 10.3 For details of flowchart of monitoring procedure, please refer to Annex 8.
- 10.4 The CIC/HKIC shall handle complaint according to established procedure. Please refer to Annex 9 for details of the flow chart for complaint handling.

11. Reimbursement of Trainee Subsidy, Trainer Subsidy and Completion Bonus

- 11.1 In accordance with the established procedures for reimbursement of subsidy, the Main Contractor shall issue training subsidy first and then apply for reimbursement from the CIC/HKIC. When the Main Contractor applies for reimbursement of training subsidy from the CIC/HKIC, the following documents must be submitted for verification by the CIC/HKIC:
- (i) Application Breakdown on Payment of Subsidy with invoice from the Main Contractor; and
 - (ii) Training log book signed by both of the trainee and trainer; and
 - (iii) Pay slip of trainee or trainee payment record; and
 - (iv) Trainee's and trainer's attendance record.
- 11.2 The Main Contractor is required to submit an application for reimbursement of payment of subsidy in accordance with part 11.1 above within 12 months from the month in which the trainee subsidy was incurred by the Main Contractor in respect of a subsidy. Should the Main Contractor fails to submit an application within such

time period, the CIC/HKIC shall not process the application for reimbursement and no payment of subsidy or bonus shall be made.

- 11.3 During the site training period, the subsidy of trainee and trainer will be calculated according to their attendance records.
- 11.4 When the aggregate sum that has been paid to the Main Contractor reaches the total sum in the training, this aggregate sum is deemed to be final and no more subsidy shall be reimbursed no matter the training course has not yet completed. However, this does not release the training liability of the Main Contractor and the Sub-Contractor and they shall maintain the continuity of training until its completion.
- 11.5 Training subsidy includes the supervision fee, trainer subsidy and trainee subsidy. Supervision fee is \$ 21,500 per month for training 40 trainees. Details of trainer subsidy and trainee subsidy, please refer to Annex 10 and Annex 2 respectively. Completion bonus shall be issued to trainee of specific trades if he/she passes the intermediate trade test or certificate test or completion test. The bonus is paid in one-time by the Main Contractor and/or the Sub-Contractor.
- 11.6 If the trainee withdraws from the Scheme during the training period, the CIC/HKIC shall not chase back the subsidy that was reimbursed to the Main Contractor and/or the Sub-Contractor. The trainee cannot participate in any of our Schemes within one year. The supervision fee and trainer subsidy are not required to return to the CIC/HKIC.
- 11.7 After endorsement by the CIC/HKIC, the Finance Department shall process the applications for reimbursement of subsidy. Upon receipt of duly completed and accurate reimbursement application form with all accurate details and all related complete and accurate supporting document, the CIC/HKIC takes 30 calendar days to proceed and approve the application.
- 11.8 If there is any incomplete or inaccurate item in an application, the Main Contractor is required to submit the supplementary documents within 20 calendar days after receiving the email notification from the CIC/HKIC. Otherwise, the whole application will be returned to the Main Contractor.
- 11.9 Please refer to Annex 11 for the procedure and flowchart for handling subsidy reimbursement application.
- 11.10 The subsidy can be regarded as the whole or part of the salaries paid to the trainees and the Main Contractor or the Sub-Contractor should pay the salaries to the trainees in compliance with the statutory requirements of minimum wages.
- 11.11 Other subsidies can be regarded as the subsidy for the Main Contractor and/or the Sub-Contractor to provide trainer and training supervisor for the training.

11.12 The Main Contractor and/or the Sub-Contractor must complete the training within one year from the trainee's training start date, otherwise, the CIC/HKIC reserves the right to terminate the remaining training provided by the Main Contractor and/or the Sub-Contractor for the trainees and clawback the subsidy that has been issued.

12. Fraud Case and Termination of Agreement

12.1 If the CIC/HKIC finds document with suspected fraud case, the CIC/HKIC shall take follow-up actions in a serious manner. Please refer to Annex 12 for the flow chart of the handling of suspected fraud case.

12.2 The CIC/HKIC has the absolute right to terminate the Approved Project, cease to pay any subsidies in the event that the Main Contractor and/or the Sub-Contractor is/are in breach of the terms stipulated in the Agreement.

12.3 No indemnity claims or claims of any other kind should be made against the CIC/HKIC by the Main Contractor and/or the Sub-Contractor.

13. Forfeiture

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

14. Special Circumstances

14.1 After the submission of application by the Main Contractor, the Main Contractor shall not transfer the subsidy quota to hire another eligible graduate if the trainee changes to another Main Contractor and/or the Sub-Contractor, the new Main Contractor cannot apply for subsidy in the capacity of this trainee. The CIC/HKIC shall keep the record of all trainees within this training scheme so as to monitor whether the trainee changes to work for another Main Contractor and/or the Sub-Contractor or not under the validity period of the training scheme.

14.2 If the trainee is being dismissed by the Main Contractor and/or the Sub-Contractor or resigns from jobs during the period of employment, the Main Contractor and/or the Sub-Contractor must inform the CIC/HKIC immediately.

14.3 If the trainee is being dismissed by the Main Contractor and/or the Sub-Contractor or resigns from job during the training period, the Main Contractor and/or the Sub-Contractor cannot apply for the remaining subsidy. That trainee is not qualified to apply the scheme again.

14.4 The CIC/HKIC reserves the rights of final decision.

15. Avoiding Conflict of Interests

The Main Contractor and/or the Sub-Contractor should procure his/her/their employees, agents, sub-contractors and trainees (regardless of employees of contractors or their sub-contractors) participating in this agreement that they are prohibited from providing, retrieving or accepting any benefits as stipulated under the Laws of Hong Kong Chapter 201 "Prevention of Bribery Ordinance" (POBO) when handling business affairs in this agreement.

16. Personal Data Collection Declaration

16.1 The Main Contractor shall ensure that the collection and transfer of trainees' personal data to the Construction Industry Council (CIC) or Hong Kong Institute of Construction (HKIC) and through the CIC/HKIC to the Government are in compliance with the Personal Data (Privacy) Ordinance (PDPO).

In order to comply with the PDPO, the Main Contractor must accept and agree to provide a Personal Information Collection Statement (PICS) in compliance with the following:

- a. To inform the trainee that his/her information shall be provided to the CIC/HKIC (including any personal data as defined in the PDPO), shall be used for purposes related to the activities of the CIC/HKIC (including the transfer of any personal data by the CIC/HKIC to the Development Bureau for reimbursement of the trainee's wages) or any other purposes in connection with any other collaborative training schemes.
- b. To give the trainee an option to agree or disagree that CIC/HKIC may keep him/her informed of the CIC/HKIC activities and industry development which may be of his/her interest, the CIC/HKIC 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 construction industry.
- c. To inform the trainee that he/she is free to choose whether he/she is willing to be informed of the above information.
- d. 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 the CIC/HKIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.

- 16.2 The Main Contractor, who is responsible for collecting the personal data from the trainee, must obtain the trainee's written consent regarding the above.
- 16.3 The Main Contractor shall indemnify the CIC/HKIC against any claims, suffered or incurred by the CIC/HKIC arising out of in connection with the breach of any the terms and conditions of the PDPO.

Proposed Training Syllabus

(Refer to Framework Document in Chinese Version)

List of Trades Entitled to Trainee Subsidy of HK\$6,750 per month (The subsidy is based on 25 days per month) (Completion bonus of HK\$2,250 per month)

i) Drainlayer (Civil Engineering)

Training Period:

85 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

ii) Metal Formworker and Concretor

Training Period:

36 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

iii) Metal Formworker

Training Period:

28 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

iv) Concretor

Training Period:

23 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainee

v) Surveying & Setting-out

Training Period:

90 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

vi) Site Surveying

Training Period:

133 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

vii) Metal Worker

Training Period:

75 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

viii) Timber Formworker

Training Period:

95 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

ix) Bar Bender & Fixer

Training Period:

97 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

x) Construction Scaffolding Worker

Training Period:

100 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xi) Tower Crane Operation Workers' Assistant

Training Period:

75 days

Ratio of Trainers to Trainee:

1 Trainers to 4 Trainees

xii) Tunnel Worker

Training Period:

32 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xiii) Welder

Training Period:

75 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xiv) Metal Scaffolder and Metal Formworker

Training Period:

54 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xv) Bricklayer and Plasterer

Training Period:

94 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xvi) Bricklayer and Tiler

Training Period:

97 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xvii) Track Worker

Training Period:

96 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xviii) TBM Operator

Training Period:

71 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

List of Trades Entitled to Trainee Subsidy of HK\$4,250 per month (The subsidy is based on 25 days per month)

i) Ground Investigation Operation Assistant

Training Period:

64 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

ii) Crawler Crane Operator

Training Period:

52 days

Ratio of Trainers to Trainee:

1 Trainer to 15 Trainees at maximum (Theory) & 2 Trainers to 5 Trainees (Practical)

iii) Crawler Crane Operator(Apprenticeship)

Training Period:

52 days

Ratio of Trainers to Trainee:

1 Trainer to 15 Trainees at maximum (Theory) & 1 Trainer to 1 Trainee (Practical)

iv) PE Underground Pipelayer

Training Period:

90 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

v) Wheeled Telescopic Mobile Crane Operator

Training Period:

52 days

Ratio of Trainers to Trainee:

1 Trainer to 15 Trainees at maximum (Theory) & 2 Trainers to 5 Trainees (Practical)

vi) Pipe Layer

Training Period:

42 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

vii) PVC Waterproofer

Training Period:

54 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

viii) Track Welder

Training Period:

95 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

ix) Jumbo Driller Operator

Training Period:

63 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

x) Segment Erector

Training Period:

17 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xi) Tunnel Shotcretor

Training Period:

13 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xii) Tunnel Grouting Worker

Training Period:

18 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xiii) Tunnel Signalman

Training Period:

8 days

Ratio of Trainers to Trainee:

1 Trainer to 4 Trainees

xiv) Tower Crane Operator

Training Period:

40 days

Ratio of Trainers to Trainee:

1 Trainer to 15 Trainees at maximum (Theory) & 2 Trainers to 5 Trainees (Practical)

xv) Measurement Technician Assistant

Training Period:

120 days

Ratio of Trainers to Trainee:

1 Trainer to 8 Trainees

List of Trades Entitled to Training Subsidy

List of Trades Entitled to Trainee Subsidy of HK\$6,750 per month (The subsidy is based on 25 days per month)(Completion bonus which passed the intermediate trade test or the certificate test or the completion test of HK\$2,250 per month)

- i) Drainlayer (Civil Engineering)
- ii) Metal Formworker and Concretor (Civil Engineering and Building Construction) *
- iii) Metal Formworker (Civil Engineering and Building Construction)
- iv) Concretor (Civil Engineering and Building Construction)
- v) Surveying & Setting-out
- vi) Site Surveying
- vii) Metalworker
- viii) Timber Formworker
- ix) Bar-Bender & Fixer
- x) Construction Scaffolding Worker
- xi) Tower Crane Operation Workers' Assistant
- xii) Tunnel Worker
- xiii) General Welder
- xiv) Metal Scaffolder and Metal Formworker
- xv) Bricklayer and Plasterer
- xvi) Bricklayer and Tiler
- xvii) Track Worker
- xviii) TBM Operator

* Note: "Metal Formworker and Concretor" trade can be modularised into "Metal Formworker" and "Concretor" and trainees can be trained in both or either one of the modules.

List of Trades Entitled to Trainee Subsidy of HK\$4,250 per month (The subsidy is based on 25 days per month)

- i) Ground Investigation Operation Assistant
- ii) Crawler Crane Operator
- iii) Crawler Crane Operator(Apprenticeship)
- iv) PE underground Pipelayer
- v) Wheeled Telescopic Mobile Crane Operator
- vi) Pipe Layer
- vii) PVC Waterproofing
- viii) Track Welder
- ix) Jumbo Driller Operator
- x) Segment Erector

- xi) Tunnel Shotcretor
- xii) Tunnel Grouting Worker
- xiii) Tunnel Signalman
- xiv) Tower Crane Operator
- xv) Measurement Technician Assistant

Annex 3



工地巡查報告

Site Inspection Report

第一部份：學員基本資料 Part I: Trainee' Basic Information

培訓計劃：

Training Scheme:

學員姓名：

聯絡電話：

Name of Trainee:

Contact no.:

班別：

工種：

Class:

Work Trade:

公司名稱：

Name of Company:

註冊導師姓名：

Name of Registered Trainer(s):

工地培訓期：

由：

至：

On-site Training:

From:

To:

第二部份：工地巡查資料 Part II: Information of Site Inspection

工地巡查日期：

時間：

Inspection Date:

Time:

第

次探訪

Number of visit(s):

工地聯絡人：

聯絡電話：

On-site Representative:

Phone no.:

巡查地點：

Location of Site:

第三部份：學員培訓跟進 Part III: Training Progress

1) 學員之個人資料是否曾作更改?

是

否

Any change of personal information?

Yes

No

(如是，請註明) (If YES, please specify)

2) 是否以月薪支薪?

是

否

Wages paid by monthly payment?

Yes

No

3) 是否曾發生拖欠薪金的情況?

是

否

Any cases of default in payment of wages?

Yes

No

第四部份：合作計劃滿意度 Part IV: Trainee' opinion about the Collaboration Scheme

非常不滿意

不滿意

滿意

非常滿意

Totally Unsatisfactory

Unsatisfactory

Satisfactory

Totally Satisfactory

1

2

3

4

意見反映：Comments:

學員簽署

Signature of Trainee

第五部份：學員工作表現 Part V: Trainee' Performance

註冊導師/僱主意見：Opinion(s) of registered trainer or employer:

	非常不滿意 Totally Unsatisfactory	不滿意 Unsatisfactory	滿意 Satisfactory	非常滿意 Totally Satisfactory
學員整體表現： Overall performance of trainee:	1	2	3	4
學員行為： Behavior of trainee:	1	2	3	4
學員學習能力： Learning ability of trainee:	1	2	3	4
學員勤奮性： Diligent of trainee:	1	2	3	4
學員合作性： Collaborativeness of trainee:	1	2	3	4
學員安全習慣： Safety habit of trainee:	1	2	3	4

意見反映：

Comments:

註冊導師簽署
Signature of Trainer

內部專用 For Internal Use Only

個案類型： 意見反映 投訴
Case type: Comments Complaint

備註：

Remarks:

1) 投訴是否成立? (如適用)
Is this a reasonable complaint?
(If applicable)

是
Yes

否
No

投訴個案編號：
Compliant case no.:

請註明原因：
Please specify:

2) 投訴是否需要跟進巡查?
Further inspection to be arranged for this complaint?

是 否
Yes No

備註：

Remarks:

巡查人員上級之意見/建議：

Comments / recommendations from senior staff:

巡查人員姓名及簽署： Name and signature of site inspection staff:	巡查人員上級姓名及簽署： Name and signature of senior staff:
日期： Date:	日期： Date:

Sample of Trainee Training Log Book



合作培訓計劃 Cooperative Training Scheme

計劃名稱 Type of Scheme	
------------------------	--

訓練科別 (請填寫) Trade of Training (Fill in)	蓋章 (祇選一科) Chop (Select one only)
鋼筋屈紮 Steel Bar Bending	
木模板工 Formwork	

註: 蓋章須由負責培訓機構/公司蓋印確認

訓練歷程彙列 Training Summary

提供訓練單位 Organization/Employer	期間 Period	簽署/蓋章 Signature/Chop
	由 From 至 To	
	由 From 至 To	
	由 From 至 To	
	由 From 至 To	
	由 From 至 To	

本頁應由提供訓練單位在學員離開該培訓機構/公司時填寫
To be filled in by the Organization/Employer providing the training at the time when the Trainee is leaving that training.

i

個人資料**PERSONAL DETAILS**

姓名 Name (須與身份證相同及用正楷書寫 Block letters, same as HKID Card)

中文 In Chinese :

英文 In English :

出生日期 Date of Birth : 年(Y) 月(M) 日(D)

住址 Address :

電話 Telephone :

家長(父/母)或監護人或聯絡人姓名及電話
Name & Telephone Number of Parent/Guardian/Contact Person :

受訓練時教育程度:
Educational Standard Attained :

計劃名稱:
Type of Scheme:

開始訓練日期
Training Commencement Date :

照片
Photo

學員簽署
Trainee's Signature :

ii

目錄 Contents	頁數 Page
• 訓練歷程彙列 Training Summary	i
• 個人資料 Personal Details	ii
• 訓練手冊使用方法 Notes on the use of this log book	1
• 日常習藝紀錄 Training Log	3
• 課程訓練天數及考勤紀錄 Training Days & Attendance Record	174
• 訓練評核紀錄 Record of Training Assessment	175

iv

日常習藝紀錄
TRAINING LOG

日期 Date	習藝及訓練詳情 Training Particulars

工藝導師/講師評語 Instructor's/Lecturer's Comments :

學員簽名及日期 工藝導師簽名及日期 備主簽名及日期 課程策劃委員會簽名及日期

Supervisory Check for Trainee Applicants
Eligibility Checking and
Trainee Summary Record

Objective: To have a supervisory check (counter-check) of the accuracy about the records input in database (computer system) against the information received through application form or notification on the check date.

Scheme : CCTS / CCTS-E&M / ITCTS(SEC) /ITCTS / ACMTS - SOJ / ACMTS - SEC *(Please Circle)*

Database of Trainee Summary (Trainee Registration)			
Checklists	Conformity		
	Yes	No	N/A
1. Trainee Applicants' Eligibility Checking under TMS - Any subsidies paid by the CIC/HKIC or Intake the CIC/HKIC course within one year previously?			
2. Trainee Applicants' Eligibility Checking under TTMS - Any qualification of Intermediate Trade Test or Trade test under same trade?			
3. Trainee Applicants' Eligibility Checking under Worker Registration System (Website) - Any qualification of Worker Registration under same trade?			
4. Does the record input into TMS accurately?			
5. Does the record input into the relevant trainee database (including Intake, Drop-out and Graduated) ?			

Supervisory Check Date: _____

First Checker: _____ Signature and date: _____

Supervisory Checker: _____ Signature and date: _____



Contractor Cooperative Training Scheme Application Form

FOR CIC/HKIC USE

No. : _____

Date of Rec: _____

Late Update: _____

Code: ____ - ____ - ____

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

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

Part II: Information of Applicant (Employer)

Name of company :

Name of Person-in-charge :

Position :

Tel. No :

Email :

Part III: Training Proposal

Proposed No. of Training Quota:

Proposed Training Period :

MM/YYYY to

MM/YYYY

Part IV: Information of Construction Site

(1) Reference number of the Main construction Contract :

(2) Name of Main Contractor of the contract :

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

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

Part V: Particulars of Proposed Site trainer

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

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Part VI: Work Trade (one form per each trade)

Contractor Cooperative Training Scheme (CCTS)			
<input type="checkbox"/> Drainlayer (Civil Engineering)	<input type="checkbox"/> Construction Scaffolding Worker	<input type="checkbox"/> Metal Scaffolder and Metal Formworker	<input type="checkbox"/> Tunnel Signalman
<input type="checkbox"/> Timber Formworker	<input type="checkbox"/> Concretor	<input type="checkbox"/> Metal Formworker and Concretor	<input type="checkbox"/> Ground Investigation Operation Assistant
<input type="checkbox"/> Surveying & Setting-out	<input type="checkbox"/> Metalworker	<input type="checkbox"/> PVC Waterproofing	<input type="checkbox"/> Crawler Crane Operator
<input type="checkbox"/> Site Surveying	<input type="checkbox"/> Pipe Layer	<input type="checkbox"/> TBM Operator	<input type="checkbox"/> PE underground Pipelayer
<input type="checkbox"/> Metal Formworker	<input type="checkbox"/> Bricklayer and Plasterer	<input type="checkbox"/> Jumbo Driller Operator	<input type="checkbox"/> Tower Crane Operator
<input type="checkbox"/> Bar-Bender & Fixer	<input type="checkbox"/> Bricklayer and Tiler	<input type="checkbox"/> Segment Erector	<input type="checkbox"/> Tower Crane Operation Workers' Assistant
<input type="checkbox"/> General Welder	<input type="checkbox"/> Track Worker	<input type="checkbox"/> Tunnel Shotcretor	<input type="checkbox"/> Wheeled Telescopic Mobile Crane Operator
<input type="checkbox"/> Tunnel Worker	<input type="checkbox"/> Track Welder	<input type="checkbox"/> Tunnel Grouting Worker	<input type="checkbox"/> Measurement Technician Assistant

Contractor Cooperative Training Scheme - E&M Trades (CCTS-E&M)	
<input type="checkbox"/> Electrical Wireman	<input type="checkbox"/> Refrigeration/Air conditioning/ ventilation mechanic – Thermal Insulation
<input type="checkbox"/> Fire Service Electrical Fitter	<input type="checkbox"/> Refrigeration/Air conditioning/ ventilation mechanic – Air System
<input type="checkbox"/> Fire Service Mechanical Fitter	<input type="checkbox"/> Lift Mechanic
<input type="checkbox"/> Refrigeration/Air conditioning/ ventilation mechanic – Water System	<input type="checkbox"/> Escalator Mechanic

Part VII: Others

<u>Information of Training Supervisor :</u>	<i>Please provide the CV of training supervisor. The CV should show the proposed training supervisor possessed the required relevant working experience.</i>
Chinese Name :	Tel no. :
English Name :	Email :

<u>Sub-Contractor Information (if applicable):</u>	
Sub-Contractor Name :	<i>Applicant must provide the copy of the construction subcontract including the following items:</i> (i) start date of the construction subcontract; (ii) end date / duration of the project ; (iii) signature page with both parties
Person In charge(PIC) :	
Title :	
Tel. no : Email :	

For the **application of CCTS-E&M in B&C Contracts**, the Main Contractor under B&C contract is responsible to provide in the information as below with confirmation.

B&C Main Contractor Name:	<u>Main Contractor PIC with signature</u>
Person In charge (PIC):	
Title:	
Tel. no: Email:	Date:

Part VIII: Declaration of Applicant

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

Part IX: Personal Data Collection Statement

《 Personal Data Collection Statement 》

1. The information you provide to the Construction Industry Council or Hong Kong Institute of Construction ("the CIC or HKIC"), including any personal data as defined in the Personal Data (Privacy) Ordinance (the Ordinance), will be used solely for purposes related to the activities of the CIC or HKIC.
 2. To keep you informed of CIC or HKIC activities and industry developments which may be of interest, the CIC or HKIC would like to use your personal data, including your name, phone number and correspondence and email addresses, to update you in relation to training courses, trade testing, registration, events and other aspects of its work and the construction industry.
 3. The CIC or HKIC will not transfer your personal data to any third parties without your prior consent.
 4. It is obligatory for you to supply the CIC or HKIC with complete information. The CIC or HKIC may be unable to process and/or consider your application if you do not provide complete information. You are free to decide whether you wish to receive such information. If you choose not to do so, please put a "✓" in the box below.
 5. You are also entitled to request access to and correction of any errors in your personal data. If you wish to do so please write to the CIC or HKIC at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.
- I do not wish to receive any information from the CIC or HKIC in relation to its activities or developments in the construction industry.

Please attach copy of the following documents and put in the box below:

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

Authorized signature

Company chop

Name: _____ Position: _____

Date: _____

For CIC / HKIC Use

Approved by:		Date:	
--------------	--	-------	--

Annex 1 - Terms and Conditions

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC/HKIC and the Applicant comprising the Scheme's Framework Document, the Application Form submitted by the Applicant and approved by the CIC/HKIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** mean any Main Contractor 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.
- (d) **Approved Training Plan** means the training proposal or training plan submitted by the Applicant (on behalf of the Sub-contractor, if applicable) and approved by the CIC/HKIC for the training prescribed in the Scheme.
- (e) **CIC** means the Construction Industry Council. **HKIC** means Hong Kong Institute of Construction.
- (f) **CITB** means the Construction Industry Training Board.
- (g) **Commencement Date** means the date of issue stated on the Notification of Approval issued by the CIC/HKIC.
- (h) **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>).
- (i) **Main Contractor** means the contractor with a direct contractual relationship with the employer of the construction contract.
- (j) **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.
- (k) **Participant** means trainers and trainees recruited by the Applicant to participate in the Scheme.
- (l) **Scheme** means the cooperative training scheme launched by the CIC/HKIC to which this Application Form relates to.
- (m) **Sub-contractor** means the contractor who entered into a sub-contract [(whether a valid on-going contract or a soon-to-start contract)] with the Main Contractor to undertake all or part of the construction contract.

(n) **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 The Applicant bears the responsibility of the involvement of the Sub-contractors in the Scheme and must therefore ensure the information provided by the Subcontractors is complete and correct and that the Sub-contractors act in accordance with the Agreement.
- 2.3 Upon approval of an application, the Applicant shall commence training for the approved trainees within 12 months from the approved 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.
- 2.4 The Applicant shall complete the Approved Training Plan once commenced. Should there be any circumstances that hinder the Applicant from doing so, the Applicant shall notify the CIC/HKIC in writing immediately.

3 Training Subsidies

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

4 Insurance

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

5 Bankruptcy or Receivership

- 5.1 The CIC/HKIC may at any time by notice in writing summarily terminate the training without entitling the Applicant to the compensation if the Applicant and / or its Sub-contractor shall at any time become bankrupt/insolvent, undergoes or

will undergo receivership or liquidation, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Applicant and / or its Subcontractor, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to the CIC/HKIC. Accordingly, any training carried

out under the Approved Project shall stop immediately and no allowance or subsidy shall be reimbursable to the Applicant as from the date of termination.

6 Probity

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

7 Personal Data Collection

- 7.1 The Applicant shall ensure the collection, handling and use of the personal data of its Participants or other personnel associated with the execution of the Scheme is in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap 486). This includes the transfer of the personal data to the CIC/HKIC and through the CIC/HKIC to the relevant authorities and/or organisations which subsidize the Scheme.
- 7.2 The Applicant shall ensure to provide a written Personal Information Collection Statement as required by the Framework Document to each of the Participants and provide the CIC/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, subcontractors, agents or other personnel.
- 9.2 The CIC/HKIC shall not be held liable for any matters arising from the employment of the Participants by the Applicant and/or its Sub-contractor including but not

limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10 Termination of Approved Project

10.1 The CIC/HKIC has the absolute right to terminate the Approved Project, cease to pay any and all allowances and subsidies in the event that the Applicant and/or the Sub-contractors are in breach of the terms stipulated in the Agreement.

10.2 No indemnity claims or claims of any other kind may be made against the CIC/HKIC by the Applicant and/or Sub-contractors.

11 Settlement of Disputes

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

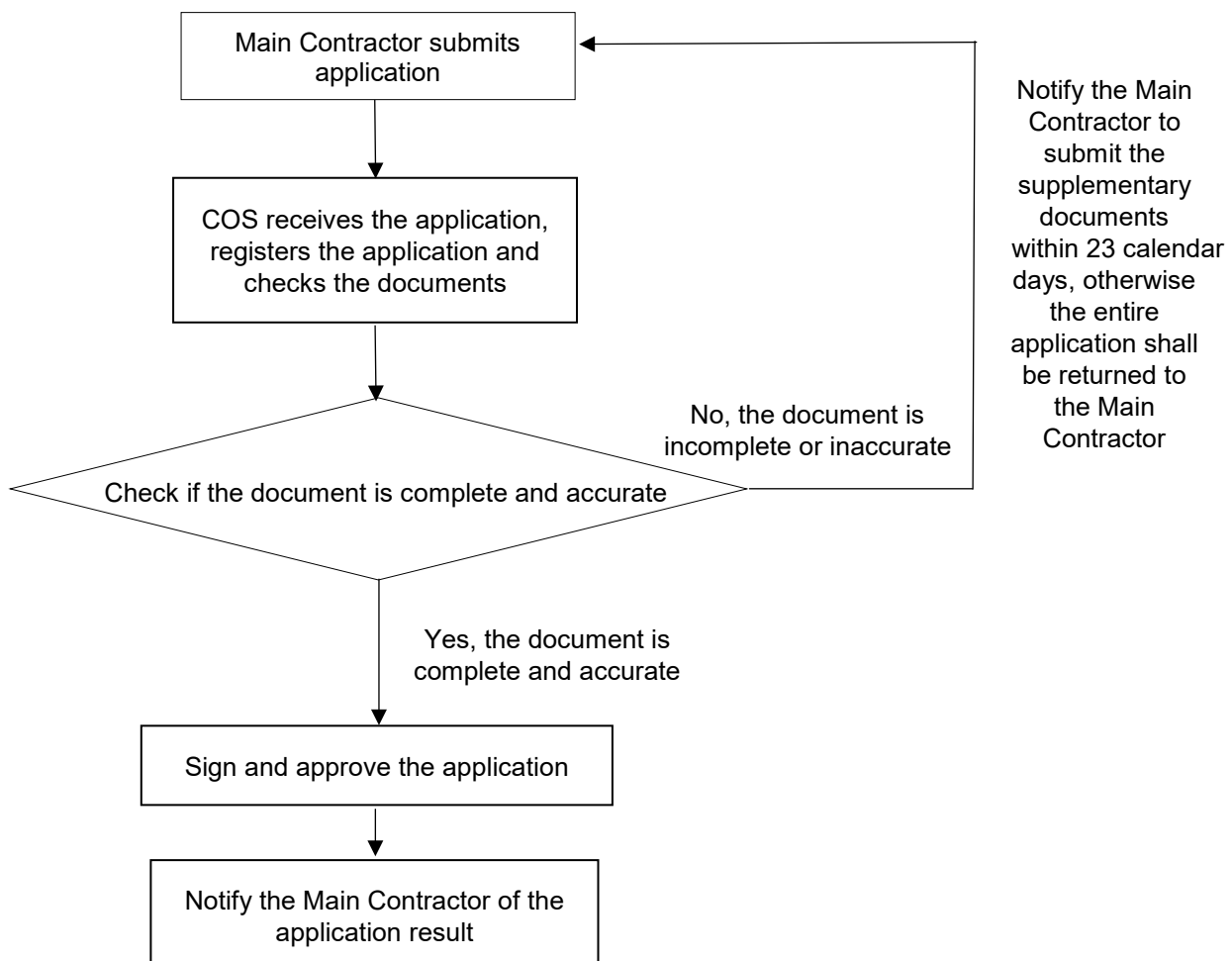
12 Governing Laws and Jurisdiction

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

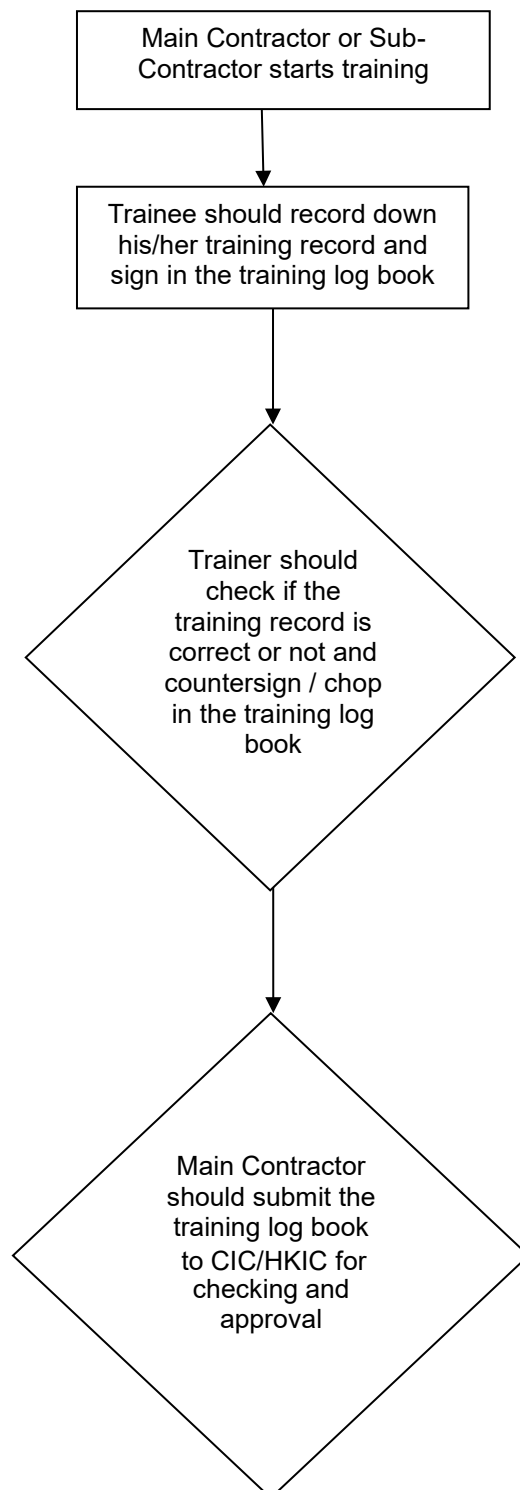
Procedure and Flowchart for Handling Scheme Application

Annex 7

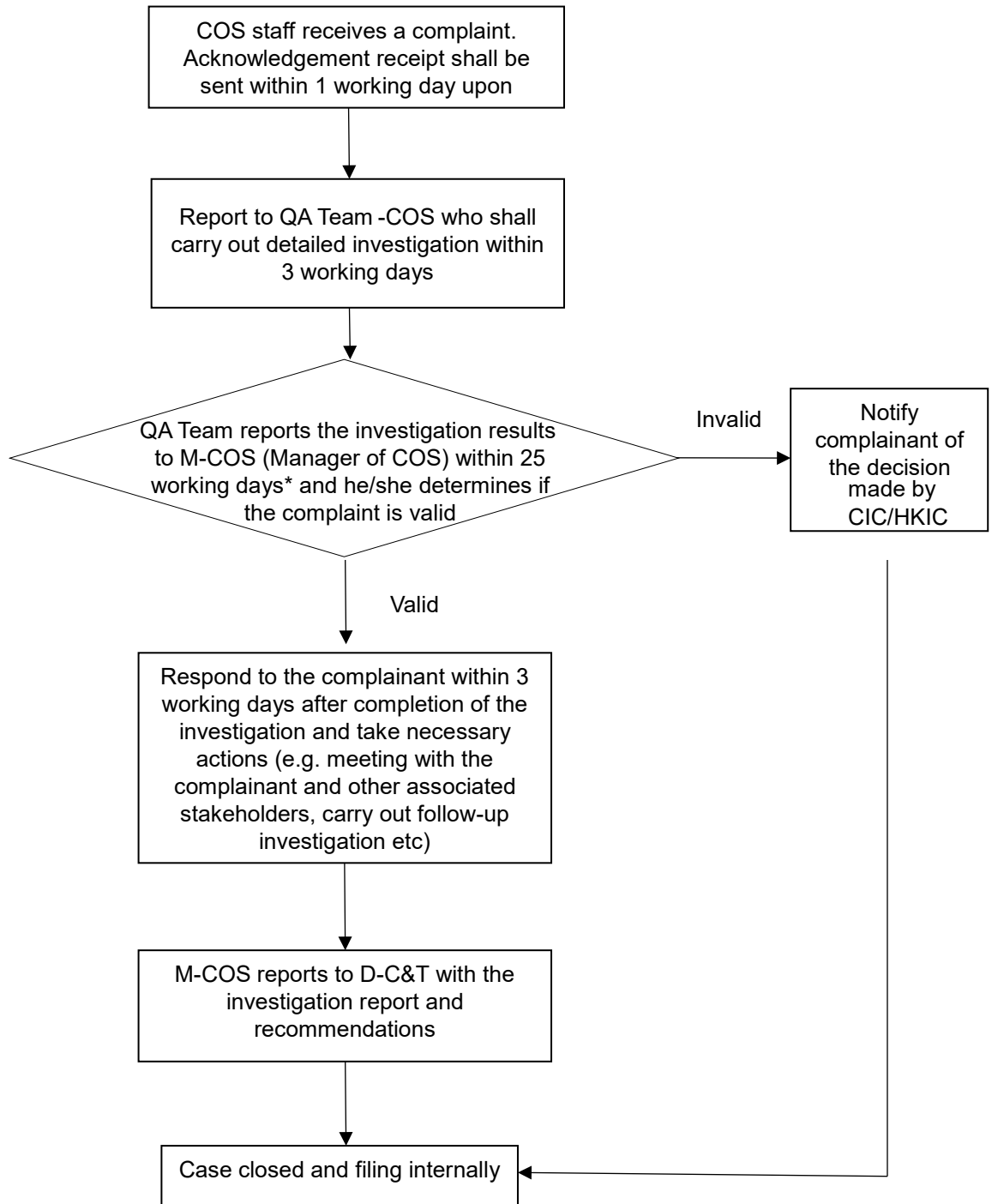
Handling Procedure
1. COS receives the application
2. A-COS register the application and O-COS check whether the documents are complete and accurate. The Main Contractor shall submit the following documents to the CIC/HKIC: (2.1) Application Form ; (2.2) Copy of Business Registration Certificate (if applicable) ; (2.3) Copy of employment contract of the proposed trainee (if applicable) ; (2.4) Copy of Intermediate Trade Test Certificate of the proposed trainee (if applicable) ; (2.5) Proof of working experience such as CV and Copy of Trade Test Certificate of the proposed trainer; (2.6) Contract of Construction Project which the training is provided to the proposed trainee; (2.7) Terms and Condition that shows Mandatory for joining Scheme ; (2.8) CV of training supervisor
3. Notify the Main Contractor of any follow-up details The Main Contractor is required to submit the supplementary documents within 23 calendar days after receiving the email notification from the CIC/HKIC. Otherwise, the application package in its entirety shall be returned to the Main Contractor. The service pledge of completing the whole application process within 17 calendar days shall begin upon the resubmission of complete and accurate documents from the Main Contractor. In the event that the application is returned, the Main Contractor must resubmit the full set of documents to the CIC/HKIC for reprocessing.
4. If the documents are complete and accurate, the CIC/HKIC shall process the application.



Flowchart of Monitoring Contractor Cooperative Training Scheme



Flowchart for Complaint Handling



*The progress of our case handling depends very much on the cooperation of complainants and organisations under complaint in providing us with adequate information.

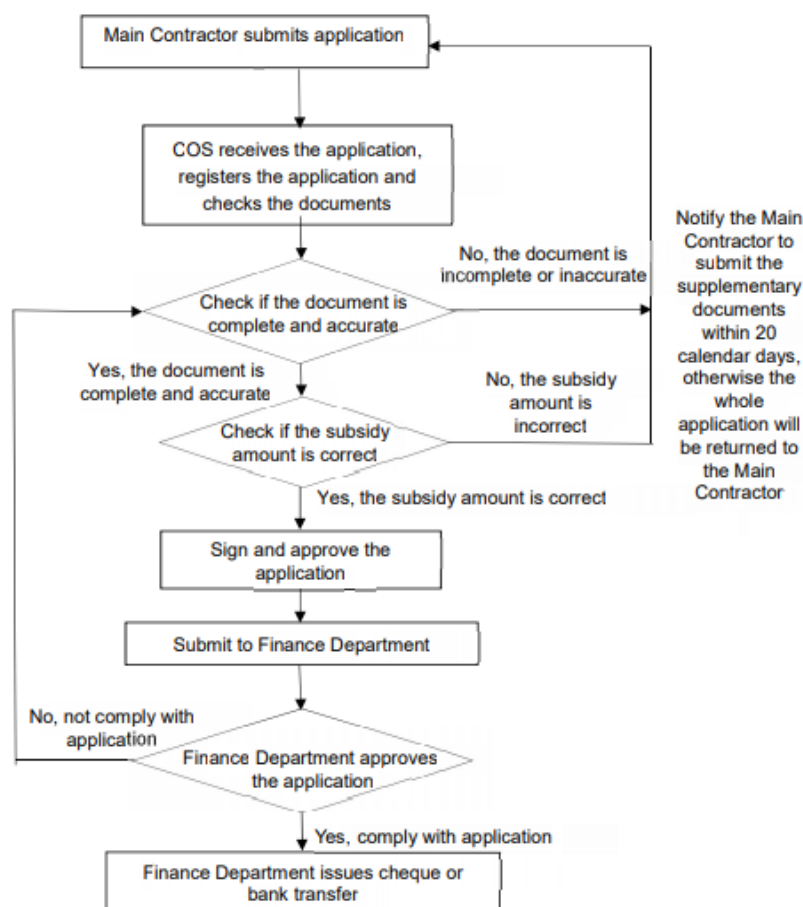
Calculation for Trainers' Subsidy CCTS (Monthly subsidy = average daily wage x 25 days (based on 25 days per month))

Trade	CCTS course	Average Daily Wages (HK\$)	Training Durations (days)
Bar Bender and Fixer	Bar Bender and Fixer	HK\$1,295.5	97
Timber Aluminum Formworker	Timber Formworker	HK\$1,143.2	95
Surveying & Setting-out	Surveying & Setting-out	HK\$881.4	90
Site Surveying	Site Surveying	HK\$881.4	133
Concretor	Concretor	HK\$1,118.6	23
Metal Formworker (Civil Engineering and Building Construction)	Metal Formworker (Civil Engineering and Building Construction)	HK\$925.9	28
Metal Formworker and Concretor (Civil Engineering and Building Construction)	Metal Formworker and Concretor (Civil Engineering and Building Construction)	HK\$1,118.6	36
Welder	Welder	HK\$953.3	75
Metalworker	Metalworker	HK\$874.5	75
Drainlayer	Drainlayer	HK\$1,001.0	85
Tunnel Worker	Tunnel Worker	HK\$600.0	32
Tower Crane Operation Workers' Assistant	Tower Crane Operation Workers' Assistant	HK\$1,200.0	75
Construction Scaffolding Worker	Construction Scaffolding Worker	HK\$1,147.0	100
Metal Scaffolder & Metal Formworker	Metal Scaffolder & Metal Formworker	Metal Scaffolding - \$1,147.0 Metal Formwork - K\$1,154.0	Metal Scaffolding - 28 Metal Formwork - 26 Total: 54
Bricklayer and Plasterer	Bricklayer and Plasterer	HK\$1,000.0	94
Bricklayer and Tiler	Bricklayer and Tiler	HK\$1,000.0	97
Pipe Layer	Pipe layer	HK\$952.0	42
PVC Waterproofer	PVC Waterproofer	HK\$744.0	54
Track Worker	Track Worker	HK\$900.0	96
Track Welder	Track Welder	HK\$1,100.0	95
TBM Operator	TBM Operator	HK\$960.0	71
Jumbo Driller Operator	Jumbo Driller Operator	HK\$1,100.0	63
Segment Erector	Segment Erector	HK\$900.0	17
Tunnel Shotcretor	Tunnel Shotcretor	HK\$1,300.0	13
Tunnel Grouting Worker	Tunnel Grouting Worker	HK\$850.0	18
Tunnel Signalman	Tunnel Signalman	HK\$800.0	8
Wheeled Telescopic Mobile Crane Operator	Wheeled Telescopic Mobile Crane Operator	HK\$1,200.0	52
Ground Investigation Operation Assistant	Ground Investigation Operation Assistant	HK\$577.0	64
Crawler Crane Operator	Crawler Crane Operator	HK\$2,100.0	52
Crawler Crane Operator (Apprenticeship)	Crawler Crane Operator (Apprenticeship)	HK\$2,100.0	52
PE Underground Pipelayer	PE Underground Pipelayer	HK\$800.0	90
Tower Crane Operator	Tower Crane Operator	Theory - \$2,400.0 Practical - K\$1,200.0	Theory - 12 Practical - 28 Total: 40
Measurement Technician Assistant	Measurement Technician Assistant	HK\$1,760.0	120

The average daily wages is based on the "Average daily Wages of Workers Engaged in Public Sector Construction Projects as Reported by Main Contractors" published by the Census and Statistics Department's records as of 2012 & 2013 or as evaluated in accordance with market wage and CIC/HKIC instructor salary.

Procedure and Flowchart for Handling Subsidy Reimbursement Application

Handling Procedure
1. COS receives the application.
2. A-COS register the application and O-COS check whether the application documents are complete and accurate; verify whether the subsidy amount is correct. The Main Contractor shall submit the following documents to CIC/HKIC (Please refer to the following documents, 5 pages in total): (2.1) Application Breakdown on Payment of Subsidy and with Invoice from the Main Contractor; (2.2) Pay slip of trainee or trainee payment record; (2.3) Trainee's and trainer's attendance record; (2.4) Training log book signed by both of the trainee and trainer.
3. Notify the Main Contractor of the application number and any follow-up details The Main Contractor is required to submit the supplementary documents within 20 calendar days after receiving the email notification from CIC/HKIC. Otherwise, the whole application will be returned to the Main Contractor . The service pledge of completing the whole reimbursement process within 30 calendar days shall begin upon the resubmission of complete and accurate documents from the Main Contractor. In the event that the application is returned, the Main Contractor must resubmit the full set of documents to CIC/HKIC for re-processing.
4. If the documents are complete and accurate, COS shall process the application and submit to Finance Department.
5. Finance Department approves the application, issues the cheque or bank transfer.



ABC Co. Ltd - CCTS
Application Breakdown (Bar Bender & Fixer)
 津貼申請明細表 (鋼筋屈紮工)
 1/1/2021 - 31/1/2021

Sample 樣本

Trainee's Record (學員記錄)

No. 編號	Name 姓名	Period 培訓期	Total No. of Training Day 總培訓日數	No. of Training Day 出席日數			Trainee's Subsidy 學員津貼	Remark(s) 備註
				2021				
				1/1 - 31/1				
				(a)				
1	Chan Tai Man 陳大文	97	23	23		每月(Monthly) HK\$6750 (a) x HK\$6750/25 = (b)		
**上限97天 Max. 97 days						Total 總額	HK\$6,210.00	

Trainer's Record (導師記錄)

編號	Name 姓名	Total No. of Training Day 總出席日數	No. of Training Day 出席日數		
			2021		
			1/1 - 31/1		
	Cheung Siu Keung 張小強	23	23		

**上限91天 Max. 91 days

Trainer's Subsidy (導師津貼)

Trainer to trainee ratio = 1:4

導師與學員比例 1:4

Period 日期	Trainer ratio 導師比例 (a)	No. of trainee 學員人數 (b)	No. of Training Day 出席日數 (c)	Trainer's Subsidy (Daily) 導師津貼每日 HK\$1,295.5
1/1/2021 - 31/1/2021	0.25	1	23	HK\$1,295.5 X (b)/4 X (c) = (e)
Total 總額				HK\$7,449.13

**上限91天 Max. 91 days

Supervision Allowance (監察費用)

Period 日期	Monthly Allowance 每月津貼 (a)	No. of trainee 學員人數 (b)	No. of Training Day 出席日數 (c)	Supervision Allowance 監察費用 (a) x (b)/40 x (c) /30 = (d)
1/1/2021 - 31/1/2021	HK\$21,500	1	23	412.08
Total 總額				HK\$412.08

**上限97天 Max. 97 days

	Amount 金額
Trainee's Subsidy 學員津貼	6,210.00
Trainer's Subsidy 導師津貼	7,449.13
Supervision Allowance 監察費用	412.08
Total 總額	14,071.21

Sample for Company Invoice

公司發票樣本

ABC Co. Ltd

Invoice No.: CIC012021001

Date: 3 February 2021

Construction Industry Council
38/F, COS Centre, 56 Tsun Yip Street,
Kwun Tong, Kowloon, Hong Kong

Attn: Collaboration Scheme

INVOICE

Amount
HK\$

Being subsidy for expenses for incurred in providing training of
Bar Bender and Fixer in Jan 2021

\$14,071.21

(Say: Hong Kong Dollars Fourteen Thousand and Seventy-One Dollars and
Twenty-One Cents Only)

For and on behalf of
ABC Co. Ltd

Authorised Signature

負責人簽署

Company Chop

公司蓋章

Cheung Tai Ming
Executive Director

Encl.

Sample for Trainee's Pay Slip

學員糧單樣本

ABC Co. Ltd

Salary Payment Details 薪俸通知書

Name 姓名:	Chan Tai Man 陳大文
Staff No. 員工編號:	12345
Position 職位:	Trainee (Bar Bender and Fixer)
Pay Period 支薪期間:	1/1/2021 – 31/1/2021
Payment Date 支薪日期:	31/1/2021
Basic Salary 基本薪金:	\$28,000
MPF Deduction 強積金:	(\$1,400)
Received Amount 支付總數:	\$26,600

Company Chop

公司蓋章

ABC Co. Ltd

Sample for Trainee's and Site Trainer's Attendance Record
學員及工地導師出席紀錄表樣本

2021/01/01 to 2021/01/31

員工出席紀錄表

01月份

	學員姓名		日期	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	總天數	員工簽署	
	中文	英文	星期	五	六	日	一	二	三	四	五	六	日	一	二	三	四	五	六	日	一	二	三	四	五	六	日	一	二	三	四	五	六	日			
學員	陳大文	Chan Tai Man	2/1/2021	II	V	II	V	V	V	V	V	O	II	V	V	V	V	V	V	II	V	V	V	V	V	II	II	V	V	V	V	V	V	II	23	Employer's Signature 員工簽署	
導師	張小強	Cheung Siu Keung	N/A	V	V	H	V	V	V	V	V	V	H	V	V	V	V	V	V	H	V	V	V	V	V	V	H	V	V	V	V	V	V	H	26		
Remarks:																												Company Chop 公司蓋章									

Symbol: O-Absent V-Present II-Holiday

