

# 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 contract

(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

*Please provide the CV should show the proposed site trainer possessed the required relevant working experience.*

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:

Name in Chinese:

HKID No.:

Name in English:

Telephone No.:



## Part VIII: Declaration of Applicant

1. Our company/I understand and agree that Construction Industry Council (CIC) / 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. 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.
3. The CIC or HKIC will not transfer your personal data to any third parties without your prior consent.
4. It is necessary 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.
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.

### 《 Declaration on Compliance 》

I have carefully read and understand the Personal Data Collection Statement and all other information on this application.

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 of 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"/>	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.