



Contractor Cooperative Training Scheme in E&M
Work Trade in E & M Main Contract
(Mandatory and Voluntary)
Application Form

Section 1: Main Contractor

A. Applicant Information

Main

Contractor : _____

Project period : _____

MM/YY – MM/YY

Project type : _____

Site location : _____

Main

Contractor's In-charge /Title : _____ Tel. no.: _____

B. Main Contractor's Supervision Plan

Work Trade : _____

Training period : _____

MM/YY – MM/YY

Name of Supervisor In-charge : _____

Supervision Plan mode and content : (Refer to attached supervision plan outline submitted by the Applicant)

The Plan should include checking their sub-contractor's training records, monitoring the training progress of the approved Proposal on monthly basis, and providing monthly progress report

C. Main Contractor's Monitoring Plan for release of subsidies

Monitoring Plan for release of subsidies mode and content: (Refer to attached Monitoring Plan for release of subsidies outline submitted by the Applicant)

The Plan should include (i) release the training subsidy to Sub-contractors within one week upon receipt of the subsidy; [this will not be applicable if payment is on a reimbursement basis] (ii) provide separated accounts for training subsidy from

other payments of Sub-contractors; and (iii) Sub-contractors should effect prompt payment of salaries and training allowances to the trainees (workers) who are their employees in timely manner and according to the approved Proposal and their employment contracts.

Assessment Form

(for official use)

(Authorized assessor completes according to the guidelines)

D. Assessment Item

1. **Main Contractor's contract**

Main Contractor should provide relevant contract information which includes work nature, work progress and project dates, etc

2. **Main Contractor's Supervision Plan**

Main Contractor should provide supervision plan outline, which includes checking their Sub-sub-contractors' training records, monitoring the training progress of the approved Proposal on monthly basis, and providing monthly progress report

E. Personal Data Collection Statement

All particulars of the trainees and trainers including their personal data, employment contract, education background and past experience submitted by the Main Contractor to the CIC and the subsequent transfer of such information by the CIC to the relevant authorities and/or organisations which subsidize the CCTS are in compliance with the Personal Data (Privacy) Ordinance (Cap 486). This liability is imposed on the Main Contractor. A declaration is made by the Main Contractor to the CIC that the personal data collected, transferred and used are compliant with the Personal Data (Privacy) Ordinance (Cap 486).

F. I/We hereby confirm that I/we will comply with the terms and conditions set out in the CCTS for E&M trades Framework Document, this Application Form and as annexed as Annex 1 to this Application Form and confirm that all information provided by us are correct.

Signed by Main Contractor: _____

Date _____

Section 2: First-tier E & M Sub-contractor

A. Sub-Contractor Information

First-tier E & M

Sub-contractor : _____

Work Trade

working period: _____

MM/YY – MM/YY

Work Trade

type : _____

Site location : _____

First-tier E & M

Sub-contractor's

In-charge/ Title : _____ Tel. no. : _____

B. Training Information

Work Trade : _____

Training period : _____

MM/YY – MM/YY

Name of instructor : _____ (Please attach CV)

Facility required : _____

Name of trainee :

Training mode and content : (Refer to attached training outline submitted by the Applicant)

C. Assessment Item

Assessment Form

(for official use)

(Authorized assessor completes according to the guidelines)

1. First-tier E & M Sub-contractor's contract

First-tier E & M Sub-contractor should provide relevant sub-contract information which includes work nature, work progress and project dates, etc

2. First-tier E & M Sub-contractor's Work Trade

First-tier E & M Sub-contractor should provide trade name and explain why such type of workers needs to be trained.

3. First-tier E & M Sub-contractor's Training facilities and venue

First-tier E & M Sub-contractor should list out the quantities of facilities and venue for the training.

4. No. of First-tier E & M Sub-contractor's trainee

Frist-tier E & M Sub-contractor should provide no. of workers and trainees of the relevant trade required at the site.

5. First-tier E & M Sub-contractor's ratio of Trainers to Trainees

First-tier E & M Sub-contractor should provide the ratio of Trainers to Trainees

6. First-tier E & M Sub-contractor's Subsidy

First-tier E & M Sub-contractor should list out the details of the expected subsidies which include salaries of trainer, expenses of construction plants and tools, expenses of training venues and classrooms, trainees' subsidy and administrative fee, etc.

7. Experience of First-tier E & M Sub-contractor's trainer

First-tier E & M Sub-contractor should provide documentary proof of the trainer's experience (related working experience, position held and training experience, etc.)

8. First-tier E & M Sub-contractor's Training period and course content

First-tier E & M Sub-contractor should provide course outline and training period, attendance rate, passing rate; construction plants and tools, and venues etc.

9. Skills assessment at completion of training

All trainees in the Contractor Cooperative Training Scheme should be required to pass the intermediate trade test conducted by the CIC. If such intermediate trade test is not available, the trainees should be required to pass the certificate test as determined and conducted by the CIC.

Signed by First-tier E&M Sub-contractor :

Date :

10. Comments of assessor (for official use) :

Recommendation :

1. Approve / Not approve the application of training subsidy.

2. Recommended amount of subsidy:

Signature :

Assessor

Date :

Annex 1 - Terms and Conditions

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC and the Applicant comprising the Scheme's Framework Document, the Application Form submitted by the Applicant and approved by the CIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** mean any Main Contractor that submit an application to participate in the Scheme launched by the CIC.
- (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 First-tier E & M Sub-contractor, if applicable) and approved by the CIC for the training prescribed in the Scheme.
- (e) **CIC** means the Construction Industry Council.
- (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.
- (h) **Framework Document** means the policy document governing the Scheme which can be accessed on the CIC's website (<http://www.hkcic.org>).
- (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 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 to which this Application Form relates to.
- (m) **Sub-contractor** means the First-tier E & M Sub-contractor is a specialist contractor included in the List of Approved Suppliers of materials and Specialist Contractors for Public Works (the Specialist List) and has a sub-contract agreement with the Main Contractor of the Contract approved by the Employer required in the Main Contract to undertake the construction of the E & M parts of the Main 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 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 Sub-contractors 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 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 in writing immediately.

3 Training Subsidies

- 3.1 The CIC may withhold payment of the training subsidies or any part of it if in the sole opinion of the CIC:
 - (a) The Applicant has failed or is, in the opinion of the CIC, likely to fail to execute the Approved Projects; and
 - (b) Documents submitted by the Applicant in relation to the monthly 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 may at any time by notice in writing summarily terminate the training without entitling the Applicant to the compensation if the Applicant and / or its Sub-contractor shall at any time become bankrupt/insolvent, undergoes or will undergo receivership or liquidation, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Applicant and / or its Sub-contractor, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to the CIC. 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 and through the CIC 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 with a copy of the signed Personal Information Collection Statement obtained from each Participant.

7.3 Participants have the right to request access to or correction of personal data. Written requests should be addressed to the CIC in accordance with the data access procedures stipulated on the CIC website <http://www.hkcic.org>.

8 Indemnity

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

9 Liability of CIC

9.1 The CIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Applicant and any of the Applicant's directors, officers, employees, sub-contractors, agents or other personnel.

9.2 The CIC shall not be held liable for any matters arising from the employment of the Participants by the Applicant 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 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 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.