

(CIC Use)
No.: CCTSE&M _____
Date of Rec: _____
Last Update: _____
Code: 4____ - ____ - E____

Contractor Cooperative Training Scheme (E & M Work Trades) Application Form

(Application limited to Mandatory public works contract)

Section 1: Main Contractor

A. Applicant Information

Main Contractor: _____

Project period: _____
MM/YY – MM/YY

Project Name: _____

Project Contract
Number: _____

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

B. Main Contractor's Supervision Plan

Work Trade: _____

Expected Training
period: _____
MM/YY – MM/YY

Name of Training
Supervisor _____
(Please attach CV)

C Document to be submitted by the Main Contractor **Assessment Item**

Main Contractor's contract

Main Contractor should provide relevant contract of construction project (shall issue the letter by the specific organization and including the name and contract number of the main construction site, start date of the construction project, end date/ duration of the project, and signature page)

Assessment Form

(for official use)

(Authorized assessor completes according to the guidelines)

D 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-E&M 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).

E. Declaration

I/We hereby confirm that I/we will comply with the terms and conditions set out in the CCTS-E&M 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

First-tier E & M Sub-Contractor

A. Information

First-tier E & M
Sub-Contractor: _____

Work Trade
working period: _____

MM/YY – MM/YY

Project Name: _____

Project Contract
Number: _____

First-tier E & M
Sub-

Contractor's In-
charge/ Title: _____

Tel. no.: _____

B. Training Information

Work Trade: _____

Expected Training
period: _____

MM/YY – MM/YY

Name of Trainer _____

(Please attach CV)

Number of _____

Nos

(Provide trainee name after

Training Places _____
approval)

C. Document to be submitted by First-tier E & M Sub-Contractor

Assessment Form

(for official use)

Assessment Item

(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 of construction project (shall issue the letter by the Main Contractor and including the name and contract number of the main construction site, start date of the construction project, end date/ duration of the project, and signature page)

2. No. of First-tier E & M Sub-Contractor's trainee

First-tier E & M Sub-Contractor should provide no. of trainees of the relevant trade required at the site.

First-tier E & M Sub-Contractor's ratio of Trainers to

3. Trainees

First-tier E & M Sub-Contractor should provide the ratio of Trainers to Trainees. _____

4. 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.) _____

5. Skills assessment at completion of training

All trainees in the Contractor Cooperative Training Scheme should be required to pass the intermediate trade test or the completion test conducted by CIC. _____

Signed by
Sub- Contractor : _____

Date: _____

6 Comments of assessor
(for official use) :

Recommendation :
1. Approve / Not approve the application of training subsidy.
2. Recommended amount of subsidy:

Signature: _____
Assessor

Date : _____

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

Contract of Construction Project

CV for training supervisor

CV and qualification showing required relevant working experience for the trainer

Proof of conditions

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.cic.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 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) **First-tier E & 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 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 First-tier E & M Sub-Contractors in the Scheme and must therefore ensure the information provided by the First-tier E & M Sub-Contractors is complete and correct and that the First-tier E & M 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 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 First-tier E & M 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 First-tier E & M 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 First-tier E & M 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 First-tier E & M 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, First-tier E & M Sub-Contractors and Participants (whether they are employees of the Applicant or its First-tier E & M 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.cic.hk>.

8 Indemnity

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

9 Liability of CIC

9.1 The CIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Applicant and any of the Applicant's directors, officers, employees, First-tier E & M 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 First-tier E & M 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 First-tier E & M 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 First-tier E & M 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.