



Urban Forestry Support Fund - Trainee Programme Application Form

(CIC Use)
No.: _____
Date of Rec: _____
Last Update: _____

Please email the completed form together with supporting documents to ufsf-tp@cic.hk or by post to CIC Office: 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

For submission by post, please ensure sufficient mailing time and postage to make delivery in order. Underpaid mail will be rejected.

You shall receive the acknowledge receipt from the Construction Industry Council or Hong Kong Institute of Construction (CIC or HKIC) Office within 5 working days. For enquiries, please contact at 2100 9000

Part I: Particulars of Applicant Company (Employer)

Registered Name of Company:			
Contact Address:			
Contact Person:			
Telephone No.:		Fax No.:	
Email Address:			
Business Registration No.:			

Part II: Eligibility Requirements for Applicant (Employer):

Please insert a "✓" in the boxes below as appropriate.

For Arborist Job Type:

- (as a consultant or a contractor) undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year or
- (as a tree management party e.g. government department, utility company, property management company, large corporation such as themed park company) possessing/managing a substantial amount of tree asset;
and
- Directly employing at least one professionally qualified arborist who meets the requirements for the training tutor of Arborist Trainee¹ .

For Tree Climber Job Type:

- (as a consultant or a contractor) undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year or
- (as a tree management party e.g. government department, utility company, property management company, large corporation such as theme park company) possessing/managing a substantial amount of tree asset;
and
- Directly employing at least one professionally qualified tree climber who meets the requirements for the training tutor of Tree Climber Trainee² .

Part III. Information of Contract(s) (where applicable)

Please provide a copy of the contract(s) that the trainee(s) will be deployed covering the following information:

- (1) Name of the main contract
- (2) Start date of the project
- (3) End date of the project / duration
- (4) Signature page

For companies possessing/managing a substantial amount of tree asset without the information of contract as required in the above, please specify the deployment location for the trainee(s):

¹ Requirements on the Training Tutor of Arborist Trainee are given in Section 5.6.2 of the Framework Document.

² Requirements on the Training Tutor of Tree Climber Trainee are given in Section 5.6.3 of the Framework Document.

Part IV. Information of Training Tutor and Trainee

The maximum training tutor-to-trainee ratio shall be 1:3 for arborist training; and 1:2 for tree climber training.

Name of Training Tutor		Tel No.		Job Type
Name of Trainee	HKID No.	Tel No.		Name of the Main Contract (If Applicable)

Name of Training Tutor		Tel No.		Job Type
Name of Trainee	HKID No.	Tel No.		Name of the Main Contract (If Applicable)

Name of Training Tutor		Tel No.		Job Type
Name of Trainee	HKID No.	Tel No.		Name of the Main Contract (If Applicable)

Please copy and fill in the “Part VI. Information of Training Tutor and Trainee” if the blank space is insufficient.

Part V. Documents Submission

Please attach the following documents and put a “√” in the boxes below

Employer:

<input type="checkbox"/>	Copy of Business Registration Certificate.	
<input type="checkbox"/>	<u>For company of consultant or contractor:</u> Copy of tree inspection and/or tree work related contract with pages showing: (i) Name of the Main Contract; (ii) Start Date of the Project; (iii) End Date / Duration of the project; and (iv) Signature page.	<u>For tree management party:</u> Record/proof of possessing/managing substantial amount of tree asset.
<input type="checkbox"/>	Record/proof on staffing establishment complying with the eligibility requirements of Applicant (Employer) specified in Section 5.3.1 or 5.3.2 by the employer company.	

Training tutors:

<input type="checkbox"/>	<u>For training arborist trainee:</u> Copy of Training Tutors' certificates /documentary proof on the following if applicable: (i) Academic Qualification; (ii) Professional Qualification; (iii) Training Qualification; (iv) OHS Training; and (v) A CV showing the work experience.	<u>For training tree climber trainee:</u> Copy of Training Tutors' certificates /documentary proof on the following if applicable: (i) OHS Training; (ii) Received training in tree work operations, or possess a professional tree climber qualification; and (iii) A CV showing the work experience.
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Trainees:

<input type="checkbox"/>	Trainees' HKID Copies. (Mark the HKID card copy with the word “COPY” at a place where personal details in the card will not be covered.)
<input type="checkbox"/>	Graduation certificate or documentary proof showing completion of local arboriculture and tree management programmes at HKQF Level 3 to Level 5 (for Arborist Trainee) or tree work and tree climbing programmes at HKQF Level 3 to Level 4 (for Tree Climber Trainee).
<input type="checkbox"/>	Copy of monthly wage employment contract of the trainee.
<input type="checkbox"/>	Consent Form(s) duly completed by the trainee.

Part VI: Declaration of Applicant

1. Our company/I understand and agree that Construction Industry Council or Hong Kong Institute of Construction (CIC/HKIC) 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 employee is hired on monthly salary under this programme. The period of employment contract should not be less than that specified in the training programme.
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 training. We/I understand and agree that reimbursement of allowance 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 the Training Plan 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 Hong Kong, the CIC/HKIC has the right to terminate this programme without any compensation and recover the reimbursed allowance.
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 allowance and make claims.
9. Our company/I hereby confirm that we/I shall observe the terms and conditions stipulated in the Framework Document of the Urban Forestry Support Fund-Trainee Programme as well as the terms and conditions specified in this Application Form. We/I confirm that all information is accurate.

Terms and Conditions

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC/HKIC and the Applicant comprising the Programme'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** means any employer that submit an application to participate in the Programme launched by the CIC/HKIC.
- (c) **Approved Project** means the Programme application of the Applicant approved by the CIC/HKIC.
- (d) **CIC** means the Construction Industry Council.
- (e) **Commencement Date** means the date of training commencement notified by the Applicant to the CIC/HKIC upon the approval of application by the CIC/HKIC.
- (f) **Framework Document** means the policy document governing the Programme which can be accessed on the CIC/HKIC's website (<http://www.cic.hk>/ <http://www.hkic.edu.hk>).
- (g) **HKIC** means the Hong Kong Institute of Construction.
- (h) **Notification of Approval** means the letter issued by the CIC/HKIC to the successful Applicant notifying it that its application to participate in the Programme has been approved.
- (i) **Participant** means training tutor and trainees recruited by the Applicant to participate in the Programme.
- (j) **Programme** means the Urban Forestry Support Fund-Trainee Programme launched by the CIC/HKIC to which this Application Form relates to.
- (k) **Interpretation**

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

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

2 Applicant's Obligations

- 2.1 The Applicant shall comply with all the provisions of the Agreement. The CIC/HKIC reserves the right to revise the provisions of the Agreement from time to time without prior notice.
- 2.2 Upon approval of an application, the Applicant shall notify CIC/HKIC the date of training commencement and commence the training for the approved trainees within 2 months from the date of Notification of Approval. The Approved Project will be forfeited if the Applicant does not commence the training within such time period. In that case, a new application must be submitted if the Applicant wishes to continue participating in the Programme.

- 2.3 The Applicant shall conduct training to the trainee according to the Training Plan in the training period. Should there be any circumstances that hinder the Applicant from doing so, the Applicant shall notify the CIC/HKIC in writing immediately.

3 Training Allowance

- 3.1 The CIC/HKIC may withhold the reimbursement of the training allowance 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 allowance reimbursement application do not meet the standards or requirements specified in the Framework Document.
- 3.2 The Applicant shall apply for the reimbursement of training allowance solely towards the Approved Projects in accordance with the Framework Document.

4 Insurance

- 4.1 The Applicant shall ensure that all personnel responsible to conduct training under the Programme 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 Programme. Such insurance shall cover the Participants employed by the Applicant.

5 Bankruptcy or Receivership

- 5.1 The CIC/HKIC may at any time by notice in writing summarily terminate the training without entitling the Applicant to the compensation if the Applicant shall at any time become bankrupt/insolvent, undergoes or will undergo receivership or liquidation, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Applicant, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to the CIC/HKIC. Accordingly, any training carried out under the Approved Project shall stop immediately and no allowance shall be reimbursable to the Applicant as from the date of termination.

6 Probity

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

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 Programme is in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap 486). This includes the transfer of the personal data to the CIC/HKIC and through the CIC/HKIC to the relevant authorities and/or organizations which subsidize the Programme.

- 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/HKIC website <http://www.cic.hk> or <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, sub-contractors, 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 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 reimburse any and all allowances in the event that the Applicant is in breach of the terms stipulated in the Agreement.
- 10.2 No indemnity claims or claims of any other kind may be made against the CIC/HKIC by the Applicant.

11 Settlement of Disputes

- 11.1 In relation to any dispute or difference arising out of or in connection with the Programme, 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.

Urban Forestry Support Fund – Trainee Programme

I, _____ (name) (HKID No: _____) confirm to participate in the Urban Forestry Support Fund – Trainee Programme (the Programme), understand and agree to the requirements and terms and conditions stipulated in this Application Form and the Framework Document of the Programme. I declare that I do not possess any relevant professional qualifications issued by the professional organisations³ for the training type of *arborist/ tree climber.

Employer (Company) Name: _____

Signature of Trainee

Date

* Delete as appropriate.

³ Including International Society of Arboriculture, Arboricultural Association of the UK, European Arboricultural Council, National Arborists Association of Australia (issued on or before 31 Dec 2010), Arboriculture Australia and Hong Kong Institute of Landscape Architects.