

Part IV: Proposed No. of Training Quota:

Proposed Training Period:

Intermediate Tradesm Collaborative Training So (ITCTS)

Application Fo	rm
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Application Form Last Update: Code:	-				
Part I: Application Nature (One trade for each application only)					
 ✓ Voluntary ☐ Mandatory (Specified in the Construction Contract) ☐ Mandatory (Labour Importation Scheme) 	-				
Part II. Information of Applicant					
Company name : (Please attach the copy of Business Registration Certificate)					
Name of Person-in-charge: Position:					
Contact Phone No: Email Address:					

COS-014(E)

Last Update: 03/2025

Par	rt III: Eligibility of Applicant (Shall meet at least ONE of the following requirements)	Please put " ✓ "in the box
a.	Main Contractor / Member of Hong Kong Construction Association	
b.	Registered companies under the "Registered Specialist Trade Contractors Scheme" of the CIC (Please provide the Registration No.:)	
C.	Contractor who has paid Construction Industry Levy to Construction Industry Council within 5 years (from the date of application) or subcontractor who is directly employed by contractor	
d.	Owners of refurbishment, repair and maintenance projects or new projects	

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Part V: Information of Construction Site					
(1) Reference Number of main construction contract :					
(2) Name of the Main Contractor of the construction contract :					
Applicant must provide the copy	of the construction contract, inclu	ding the following items:			
(i) Name of the main contract (ii) Number of the main contract	(iii) Name of the main contractor (iv) Commencement Date	(v) Completion Date/ Period (vi) Page of both parties endorsement			

MM/YYYY

to

MM/YYYY

	Please provide CV showing the proposed trainer possessed the required relevant working experience. Please note the ratio of trainer to students of the applied work trade.			
Name in Chinese :	HKID No. :			
Name in English :	Contact No. :			

(If necessary, you may use the part "Additional Information".)

^{*}For applying Cured-in-place pipe (CIPP) Worker, please submit the site trainer qualification to DSD for endorsement before submitting to CIC/HKIC for processing application.

Part VII: Work Trade (One Application Form per each Work Trade)

Building and Civil Work Trade (B&C Trade):			Plant and Equipment Operator Work Trade:			
	Bar Bender and Fixer		False Ceiling Installer		Tower Crane Operator	
	Painter and Decorator		Site Surveying (Leveller)		Crawler-mounted Mobile Crane Operator	
	Ground Investigation Operator Bricklayer		Surveying & Setting Out (Leveller) Tower Crane Workers' Assistant		Crawler-mounted Mobile Crane Operator (Apprentice)	
	Tiler		Metal Scaffolder		Wheeled Telescopic Mobile Crane Operator	
	Plasterer		Metal Formwork Erector		Wheeled Telescopic Mobile Crane	
	Plumber		Offsite Rebar Automation Cut		Operator (Apprentice)	
	Drainlayer		and Bend Operator		Excavator Operator*	
	Marble Worker (Polishing)		Electrical & Mechanical Work Trade (E&M Trade):		Loader Operator*	
	Concretor		Electrical Wireman		Bulldozer Operator*	
	General Welder		Refrigeration/Air-conditioning/		*The application of these Mandatory Safety Training Courses require the approval from	
	Metal Worker	Ш	Ventilation Mechanic(Thermal Insulation System)		Labour Department.	
	Cured-in-place pipe (CIPP) Worker Tunnel Worker		Refrigeration/Air-conditioning/ Ventilation Mechanic (Air System)		Repair, Maintenance, Alterations and Additions Work Trade:	
	Carpenter (Formwork - Building Construction/Civil Construction)		Refrigeration/Air- conditioning/Ventilation Mechanic (Water System)		Repair, Maintenance, Alterations and Additions (Building	
	Curtain Wall Installer		Fire Service Mechanical Fitter		Construction)	
	Construction Plant Mechanic		Fire Service Electrical Fitter			
	Tunnel Worker		Lift Mechanic		Repair, Maintenance, Alterations	
	Piling Operative (Bored Pile)		Mechanical Fitter		and Additions (Electrical and Mechanical)	
;	Specialist Marine Work Trade :				,	
	Anchor Boat Operator		Rock Placing Pelican Barge Operator		Deep Cement Mixing Plant Operator	
	Sand Transshipment Operator		Dredge Pipe Supervisor – TSHD		Hydraulic Filling Vibro Compaction Rig Operator	
S	Sand Pumping Barge Operation Supervisor		Underwater Band Drain Special Barge Operator		Operator of Specialized Plant for Ground Treatment Works	
\Box (Underwater Geotextile Special Barge Operator		Floating Box Culvert Installation Operator		Underwater Lamination Sand Placing Barge Operator	

Part VIII: Declaration of Applicant

- 1. Our company/I understand and agree that Construction Industry Council (CIC) Hong Kong Institute of Construction (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 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.
- 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 as annexed. We/I confirm that all information is accurate.

Part IX: Personal Information Collection Statement

《Personal Information Collection Statement》

1. Collection of Personal Data

- 1.1. Hong Kong Institute of Construction ("HKIC") is one of the member organizations of the Construction Industry Council (the "CIC"). The information you provide to HKIC, including any personal data as defined in the Personal Data (Privacy) Ordinance (Cap. 486), will be used solely for purposes related to the activities of the CIC, including HKIC. The activity and the required personal data are detailed in the
- 1.2. Whether or not you provide your personal data to HKIC is voluntary. However, where you are providing information for the purpose of an application, it is necessary that you supply HKIC with complete information as specified on the application form. Otherwise, HKIC may be unable to process or consider your application. If you are under the age of 18, you should consult your parent or guardian before providing any personal data to us.
- 1.3. You are entitled to request access to and correction of any errors in your personal data. If you wish to do so, please write to Assistant Manager - Central Office (Data Access Request), Hong Kong Institute of Construction, Construction Industry Council, 38/F COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon. Should you have any enquiries about our PICS and related practices, please contact us at the above address or via enquiry@cic.hk. As a member of the CIC, HKIC strictly follows the relevant policies of the CIC. For more information about our policies on privacy and personal data protection, you can access our Privacy Policy Statement at https://www.cic.hk/eng/main/privacy_policy_statement.

2. Purposes of Collection

Your personal data will be kept confidential and may be used by the CIC, including HKIC for the following purposes:

- Assessing your application for admission, including payment and refund/reimbursement whenever necessary;
- Responding to situations involving a risk of health or safety, including an emergency;
- All other purposes in connection with your studies and assessments;
- Arranging for career services;
- Managing alumni affairs; e.
- Facilitating communication with you: f.
- Performing and exercising functions and powers of the CIC under relevant legislation, rules and sub-legislation, including but not limited to the Construction Industry Council Ordinance (Cap. 587) and Construction Workers Registration Ordinance (Cap. 583);
- Establishing, exercising and defending the CIC's legal rights, and complying with the CIC's legal and regulatory obligations (including antimoney laundering obligations, complying with orders by courts or regulators, etc.);
- Managing access to the CIC's premises and for security purposes;
- Preventing and responding to actual or potential security threats, fraud or illegal activities;
- Handling complaints or enquiries;
- Performing analysis and conducting research and surveys;
- m. Performing audits and compliance reviews to ensure compliance with the applicable CIC's policies and procedures, regulations and law;
- Other purposes related or incidental to the conduct of the CIC's activities; and
- Any other purposes that you may consent to from time to time.

3. Disclosure and Transfer of Personal Data

- 3.1. We may disclose or transfer your personal data for the purposes as stated in paragraph 2 to third parties, including but not limited to the following:
 - a. Any or all of the CIC's affiliates and/or subsidiaries;
 - Any third party service providers, contractors/sub-contractors that, on behalf of the CIC, operate or maintain membership, event registration, tour booking, researches and/or analysis, or carry out back-end services, administrative services, verification services, cloud services or information technology services, or provide necessary support or services to the CIC to enable us to provide our services, including any insurance, banking or third party payment gateways services used by the CIC, and any other entities that discharge contractual obligations on our behalf;
 - c. Any of the CIC's professional advisors, including but not limited to lawyers, accountants and auditors; or
 - d. Any party that owes a duty of confidentiality to the CIC.
- 3.2. We may disclose and transfer your personal data in accordance with any legal or regulatory requirements or any court order applicable to the CIC. Data Dalata dita Dinaat Mankatina

4. <u>L</u>	Dise of Personal Data Related to Direct Marketing								
	To keep you informed of CIC activities and developments in the construction industry which may be of interest, the CIC would like to use your personal data, including your name, phone number, correspondence and email address, to update you in relation to our training courses, trade testing, registration, events and other aspects of its work and developments in the construction industry. You are free to decide whether you wish to receive such information. If you choose not to receive information on the above, please put a tick in the box below. You may make any subsequent changes on your choice of receiving promotional materials by writing to us.								
	I wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.								
	Our company/ I* is/am interested in joining the Approved Employer List of CICATP; and nominate qualified collaboration scheme students to be skilled workers through work trades training under CICATP. Scheme details: https://hkic.edu.hk/chi/atp .								
	⟨ Declaratio	n on Compliance							
	Our company/I confirm that our company/I have carefully read and understood the Personal Information Collection Statement and all other information as annexed on this application.								
	Our company/I confirm that our company/I have carefully read and ur ($\boxed{\mathcal{U}}$ is a must)	nderstood and agre	ed to be bounded by the	e ITCTS employ	ers' guide.				
Plea	se attach copy of the following documents and put ☑ in the box	Endorseme	ent:						
	Copy of Business Registration Certificate								
	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) signing page of both parties (Including main construction contract and sub-contract)	Authorized	Posi	Stamp	of Company				
	Trade Test card (both front and back sides) of each proposed trainer	Date:							
_	CV of each proposed trainer, showing required relevant working	For CIC/HKIC use							
	experience	Approved by:		Date:					

Additional Information

Continued – Part VI: Trainer Information

For each proposed trainer, please provide CV showing the required relevant working experience. Please note that the ratio of trainer to students.

Name in Chinese:		HKID	No.:				
Name in English:		Conta	act No.:				
Name in Chinese:		HKID	No.:				
Name in English:		Conta	act No.:				
Name in Chinese:		HKID	No.:				
Name in English:			Contact No.:				
Name in Chinese:			HKID No.:				
Name in English:			Contact No.:				
	* At least 5 years revelent working experience regarding to the Cured-in-place pipe (CIPP) Worker Syllabus is needed to apply for the Site Trainer - For Drainage Services Department use						
	Approved by: (Signature & Pos			Date:			

Appendix - Terms and Conditions

1 <u>Defined Terms and Interpretation</u>

- (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** means any employer 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/HKIC.
- (d) **CIC** means the Construction Industry Council; **HKIC** means the Hong Kong Institute of Construction.
- (e) **CITB** means the Construction Industry Training Board.
- (f) **Commencement Date** means the date of issue stated on the Notification of Approval issued by the CIC/HKIC.
- (g) **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).
- (h) **Main Contractor** means the contractor with a direct contractual relationship with the employer of the construction contract.
- (i) **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.
- (j) **Participant** means trainers and students recruited by the Applicant to participate in the Scheme.
- (k) **Scheme** means the collaborative training scheme launched by the CIC/HKIC to which this Application Form relates to.
- (I) 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.

(m) 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 Upon approval of an application, the Applicant shall commence training for the approved students within 3 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.
- 2.3 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 Subcontractor 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/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 organizations 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, 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 and/or its Sub-contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10 <u>Termination of Approved Project</u>

- 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 Subcontractors 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.