

## Application Form

Application No.:

\_\_\_\_\_  
(To be filled by HKIC)

### Part I: Applicant (Employer) Information

Please put a ✓ in the appropriate

Company Name: \_\_\_\_\_ (Please attach a copy of the BR certificate)

Company Address: \_\_\_\_\_

BR No.: \_\_\_\_\_

Responsible Person's Name

(Chinese/English Full Name): \_\_\_\_\_ Responsible Person's Position: \_\_\_\_\_

Contact No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Part II: Trainee Information

Item	Chinese Full Name	English Full Name	ID No.	Trade	First Day of Work	Salary (HKD)
1						\$
2						\$
3						\$
4						\$
5						\$
6						\$
7						\$
8						\$

(Please add supplementary sheets if necessary)

### Part III: Site Information

Site Location / Address: \_\_\_\_\_

Main Contractor's Name: \_\_\_\_\_

Construction Period: \_\_\_\_\_ (mm/yyyy) to \_\_\_\_\_ (mm/yyyy) Works Nature: \_\_\_\_\_

## Part IV: Declaration of Applicant

1. Our company/I understand and agree that HKIE has the absolute right to decide whether to accept our application or not.
2. Our company/I understand and agree that HKIC, when considering this application, has the right to require us to provide support document(s) of the above information or further information and document(s). HKIC also has the right to send personnel to inspect the above working location.
3. We/I understand and agree to hire employees under OTJS at a rate of not less than HK \$15,000 per month.
4. We/I understand and agree that upon approval of the application, we/I shall provide HKIC with the attendance, salary records/supporting documents and/or progress reports of the employees concerned. We/I understand and agree that any failure to provide complete records and supporting documents on time will delay the subsidy payment.
5. We/I understand and undertake to provide an adaptable working environment for the employee and agree that, upon approval of the application, HKIC may send its staff to the employee's workplace at any time to inspect the progress of his/her training and whether the working environment and conditions are safe and reasonable. We/I understand and agree that if an employee/employer breaches the terms of the Basic Agreement or the relevant laws of the Hong Kong Special Administrative Region, HKIC shall have the right to terminate OTJS without any compensation and to recover any subsidies paid.
6. We/I declare that the information described above and the information contained in the attachments is true. We/I understand and agree that any misrepresentation or inadequacy of the information may affect the approval of an application and may result in the cancellation of an approved application without compensation.
7. We/I understand that any deliberate provision of false information at the time of submission of the application and during the contract's validity may result in an offence under the Criminal Ordinance. HKIC has the right to recover any subsidies granted and compensation from us/me.
8. We/I hereby confirm that we/I will comply with the terms and conditions stated in the HKIC-OTJS Framework Document, the terms and conditions in this application form, and the Agreement (Appendix A) and confirm that all information is correct.

**Part V: Personal Data Collection Statement**

**《Personal Data 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 application form.
- 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](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:

- a. Assessing your application for admission, including payment and refund/reimbursement whenever necessary;
- b. Responding to situations involving a risk of health or safety, including an emergency;
- c. All other purposes in connection with your studies and assessments;
- d. Arranging for career services;
- e. Managing alumni affairs;
- f. Facilitating communication with you;
- g. 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);
- h. Establishing, exercising and defending the CIC’s legal rights, and complying with the CIC’s legal and regulatory obligations (including anti-money laundering obligations, complying with orders by courts or regulators, etc.);
- i. Managing access to the CIC’s premises and for security purposes;
- j. Preventing and responding to actual or potential security threats, fraud or illegal activities;
- k. Handling complaints or enquiries;
- l. 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;
- n. Other purposes related or incidental to the conduct of the CIC’s activities; and
- o. 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;
  - b. 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.

**4. Use 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 do not wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.

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 I confirm that I have carefully read and understood the Personal Information Collection Statement.

## Part VI: Declaration and Signature

I/we hereby confirm that I/we will comply with the terms and conditions stated in the HKIC-OTJS Framework Document, this application form, and all attachments in this application form **and confirm that all information provided is correct.**

\_\_\_\_\_  
Company Chop and Signature of Authorised Person

Authorized Person's Name: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_ (dd/mm/yyyy)

|                                                                                                           |
|-----------------------------------------------------------------------------------------------------------|
| Please attach the following documents and put a ✓ in the boxes                                            |
| <input type="checkbox"/> Copy of the Business Registration Certificate                                    |
| <input type="checkbox"/> Trainee's Employment Contract/<br>copy of Employment Certificate (if applicable) |
| <input type="checkbox"/> Copy of the Construction Contract (if applicable)                                |
| <input type="checkbox"/> Other (please specify):                                                          |

| For HKIC Use Only |       |  |
|-------------------|-------|--|
| Part I            |       |  |
| Part II           |       |  |
| Part III          |       |  |
| Part IV           |       |  |
| Part V            |       |  |
| Part VI           |       |  |
| Part VII          |       |  |
| Reviewed by:      | Date: |  |

## Appendix A - Terms and Conditions

### **1. Defined Terms and Interpretation**

- (a) **Agreement** means the training agreement made between HKIC and the Applicant comprising the OTJS's Framework Document, the Application Form submitted by the Applicant and approved by HKIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any employer that submit an application to participate in the OTJS launched by HKIC.
- (c) **Approved Project** means the OTJS application of the Applicant approved by HKIC.
- (d) **HKIC** means the Hong Kong Institute of Construction.
- (e) **Commencement Date** means the date of issue stated on the Notification of Approval issued by HKIC.
- (f) **Framework Document** means the policy document governing the Scheme.
- (g) **Notification of Approval** means the letter issued by HKIC to the successful Applicant notifying it that its application to participate in the OTJS has been approved.
- (h) **Participant** means trainers and trainees recruited by the Applicant to participate in the OTJS.
- (i) **OTJS** means the scheme launched by HKIC to which this Application Form relates.

#### **(j) 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. 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 in accordance with the Commencement Date, otherwise the approved training places will be forfeited. If the Applicant wishes to continue participating in the OTJS, 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 HKIC in writing immediately.

### **3 Subsidies**

3.1 If in the sole opinion of HKIC:

- (a) The Applicant has failed or is, in the opinion of 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,

HKIC may withhold payment of the training subsidies or any part of it.

- 3.2 The Applicant shall apply the subsidies solely towards the Approved Projects in accordance with the Framework Document.

#### **4 Insurance**

The Applicant shall ensure that it and its Sub-contractors, agents or other personnel responsible to conduct training under the OTJS 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**

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 Sub-contractor, but without prejudice to any right, action or remedy which shall have accrued or shall accrue thereafter to 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**

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 OTJS.

#### **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 HKIC and through HKIC to the relevant authorities and/or organizations which subsidize the OTJS.
- 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 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 HKIC in accordance with the data access procedures stipulated on the or HKIC's website (<http://www.hkic.edu.hk>).

## **8 Indemnity**

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

## **9 Liability of HKIC**

9.1 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 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 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 HKIC by the Applicant and/or Sub-contractors.

## **11 Settlement of Disputes**

In relation to any dispute or difference arising out of or in connection with the OTJS, 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. Any referral to arbitration must be made within 90 days of the refusal or failure of mediation.

## **12 Governing Laws and Jurisdiction**

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.

### **13 Third Party Rights**

A person or third party who is not a party to this agreement (whether or not a person specified in this Agreement) shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce any terms of this Agreement.