

Hong Kong Institute of Construction
On-the-job Skill Consolidation Subsidy Scheme (OTJS)
Framework Document

Hong Kong Institute of Construction
03 March 2026

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Editorial Records

Version	Date	Amendments
1st Edition	September 2022	Not Applicable.
2nd Edition	December 2024	In response to the decision made by the Subcommittee on the Construction Industry Council Approved Technical Talents Training Programme and Collaboration Schemes on November 18, 2024, a third-party payroll proof requirement has been established (applicable to application submitted on or after 1 January 2025).
3rd Edition	July 2025	In response to the request from the Independent Commission Against Corruption (ICAC), additional explicit terms regarding the prevention of bribery have been included.

1. Purpose

The purpose of this document is to depict the details of On-the-job Skill Consolidation Subsidy Scheme (OTJS) and to set out the procedures of Hong Kong Institution of Construction (HKIC) in handling this scheme.

2. Glossary

Unless the context otherwise requires, the following terms carry the meaning stated in the following table:

a.	CIC	Construction Industry Council
b.	HKIC	Hong Kong Institute of Construction
c.	OTJS	On-the-job Skill Consolidation Subsidy Scheme
d.	Subsidy	On-the-job Skill Consolidation Subsidy
e.	Trainee	Employee participating in OTJS
f.	Applicant	Employer participating in OTJS

3. Background

The funding set aside in the 2022/23 Budget will be used to strengthen the manpower development of the Construction Industry Council (CIC) to help attract and train more new blood, provide incentives for active workers to enhance their skills, and retain talent for the industry.

The OTJS was officially launched in September 2022 to encourage employers to offer on-the-job training and continuing to employ HKIC graduates and provide an accommodation arrangements to help full-time graduates of the Enhanced Construction Manpower Training Scheme adapt to the working environment in the construction industry as soon as possible. At the same time, to offer competitive salaries to attract more job changers.

4. Scheme Details

4.1 Eligibility Requirements for Applicants

- (i) Employers in the construction industry; and
- (ii) Holders of valid business registration certificate; and
- (iii) Employers who hire graduates defined in 4.2.1 and provide them with an adaptable working environment.

4.2 Eligibility Requirements for Trainees

- (i) Graduate of the Enhanced Construction Manpower Training Scheme who graduated on or after 1 September 2022; and

- (ii) graduation with less than 12 months and wish to join the construction industry; and
- (iii) never participated in other skilled worker subsidy schemes (e.g. Approved Technical Talents Training Programmes).

4.3 Duration and Amount of Subsidy

- (i) The subsidy duration is up to 9 months (starting from the Trainee's first working day).

For example: A Trainee started working for the employer on 20 September 2022 and the subsidy duration under his/her name will end on 19 June 2023. A maximum of HK\$2,500 per month (for each Trainee and a single employer) will be paid to eligible employers who pay a salary with not less than HK\$15,000 per month to Trainee (before MPF contributions are deducted).

- (ii) The maximum accumulated amount of subsidy of HK\$22,500 (HK\$2,500 per month X 9 months for each Trainee).
- (iii) If a Trainee is employed on a monthly basis, the subsidy will be calculated in proportion to the actual salary received for the month. If the Trainee is paid a salary of not less than HK\$15,000 despite taking holidays/sick leaves/working for less than a whole month in the first or last month of employment, the employer will be granted a subsidy of up to HK\$2,500 per month. If an employee is paid less than HK \$15,000 for the month for taking holidays/sick leaves/working for less than a whole month in the first or last month of employment, the subsidy will be calculated on a pro-rata basis. The calculation is as follows:

$$\frac{\text{Actual Salary of the month in HKD}}{\$15,000} \times \$2,500$$

(rounded to two decimal places)

- (iv) If a Trainee is employed on a daily basis and paid a salary of not less than HK\$15,000 per month, the employer will be granted a subsidy of up to HK \$2,500 per month. If the total monthly gross salary is less than HK \$15,000, no subsidy will be granted. If a Trainee's working days of the first or last month of employment is less than a whole month, whether the requirement of paying a salary of not less than \$15,000 is met will be calculated based on [average daily salary X number of days in the month]. The subsidy will be calculated on a pro-rata basis, provided that the Trainee meets the requirements stated in 4.2.

Example 1:

First day of employment: 20 September 2022 (11 days in total)

Salary of the month: HK\$6,900

Expected monthly income: $\$6,900/11 \text{ days} \times 30 \text{ days} = \$18,818$

Subsidy of the month: $(\$6,900/\$15,000) \times \$2,500 = \$1,150$

Example 2:

Last day of employment: 10 November 2022 (10 days in total)

Salary of the month: HK\$4,990

Expected monthly income: $\$4,990/10 \text{ days} \times 30 \text{ days} = \$14,970$

Subsidy of the month: \$0 (calculated monthly salary is less than \$15,000)

- 4.4 If HKIC discovers that the employer has breached the terms of the Basic Agreement or any laws of the Hong Kong Special Administrative Region, HKIC will notify the employer in writing that he/she must rectify the situation and submit a report before the designated time limit (normally one month). Otherwise, HKIC will consider terminating the agreement and suspending all subsidies and reserves the right to recover the subsidies granted.
- 4.5 Employers who have breached the agreement cannot participate in or reapply for the OTJS. However, employers may submit grounds of appeal in writing to HKIC for consideration of their applications.
- 4.6 If an employer does not pay the salary as required, HKIC will suspend the payment of subsidy to the employer until he/she provides a reasonable explanation or reimburses the Trainee in arrears. In addition, HKIC has the right to put the employers concerned on a watch list and to recover any subsidies paid.

5. Application Procedures

- 5.1 Applicant referred by HKIC should submit the following supporting documents to HKIC for review.
- (i) Agreement of the HKIC-OTJS (Annex III)
 - (ii) Authorization Form for Settlement of Invoices by Bank Transfer (Annex IV)
 - (iii) Supporting documents of company account
- 5.2 Applicant not referred by HKIC should submit the following supporting documents to HKIC for review.
- (i) Complete the Application Form (Annex 1)
 - (ii) a copy of valid BR Certificate
 - (iii) the participating Trainee's employment contract (refer to the sample in Annex II) or a copy of employment certificate (applicable for monthly payment salary contracts)
 - (iv) Authorization Form for Settlement of Invoices by Bank Transfer (Annex IV)
 - (v) supporting documents of company account
- 5.3 HKIC normally takes no more than 15 working days to process an application.

Please refer to the "Application Flow Chart" (Annex VII).

6. Reimbursement of Subsidy

- 6.1 Employer is required to pay salaries before applying to HKIC for subsidies.
- 6.2 When applying to HKIC for subsidies, employer is required to submit the salary records of the Trainees to HKIC within 3 months from the payday. For details, please refer to the sample "Trainee Salary Payment Record Form" (Annex V). Employer may prepare his/her own salary records of the Trainee and submit copies of the invoices/payment notices issued. However, all salary forms must be stamped by the company and signed by the responsible person. Late applications will not be accepted.
- 6.3 Upon receipt of the documents submitted by the employer, HKIC will proceed according to the "Payment Procedure" (Annex IX). If the information is sufficient, HKIC will normally approve and grant the subsidy within 30 calendar days.

7. Supervision

- 7.1 During the programme, HKIC will conduct random site inspection and regularly follow up by phone call to monitor the Trainees' working environment and status and regularly follow up on their progress by phone calls. After the visit and phone inspection, HKIC's staff will complete the Site Visit/Follow-up Call Report (Annex VI) to ensure the quality of the programme.
- 7.2 Trainee is required to complete training/work reports every 3 months to ensure the quality of the programme.

8. Liability of HKIC

- 8.1 The Applicant (including but not limited to Applicants and Trainees) shall indemnify the HKIC against any and all losses, claims, demands, damages, costs, expenses and liabilities suffered or incurred by the HKIC arising out of or in connection with the breach of any of the terms and conditions of the Agreement.
- 8.2 HKIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Applicant (including but not limited to Applicants and Trainees) and any of the Applicant's directors, officers, employees, sub-contractors, agents or other personnel.
- 8.3 HKIC shall not be held liable for any matters arising from the employment of the Trainees by the Applicant and/or its Sub-contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.
- 8.4 HKIC reserves the right to interpret the terms in the Framework Document.

9. Avoiding Conflict of Interest

9.1 The Applicant shall prohibit its employees, agents, Sub-contractors and Trainees (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 Agreement.

10. Personal Data Collection Statement

10.1 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

10.2 To comply with the Personal Data (Privacy) Ordinance, the Applicant must accept and agree to the provision of a Personal Data Collection Statement that meets the in compliance with the followings:

- (i) Trainee is informed that the data they provide to HKIC, including any personal data as defined in the Personal Data (Privacy) Ordinance, will be used for activities relating to HKIC, including any personal data transferred by HKIC to the Development Bureau, for granting training subsidies to Trainees or any other purposes related to the scheme.
- (ii) Trainee is informed that HKIC may send them information on its activities and industry updates that may be of interest to them. Personal data, including name, telephone number, correspondence, and E-mail address, may be used to deliver updates on training courses, trade tests, registrations, events, and other aspects related to HKIC's work and the construction industry.
- (iii) Trainee is informed that he/she is free to choose whether they wish to receive the information.
- (iv) Trainee is informed that they have the right to request access to and correction of any errors in their personal data. Requests may be made in writing to HKIC (Address: 38/F, COS Centre, 56 Chun Yip Street, Kwun Tong, Kowloon, Hong Kong).

10.3 The Employer responsible for collecting the personal data of the Trainees must obtain their consent in respect of the matters above. If any Trainee does not agree to the matters above, the Employer is required to inform HKIC.

10.4 In case of any breach of the Personal Data (Privacy) Ordinance or the above undertaking, the Applicant shall indemnify HKIC.

11. Prevention of Bribery

11.1 The Employer shall not, and shall procure that his directors, employees, agents, sub-contractors and trainees who are involved in this Agreement shall not, except with permission of HKIC (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) in relation to the business of the Organisation. The Employer shall also caution his directors, employees, agents, sub-contractors and trainees against soliciting or accepting any hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Employer shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents, sub-contractors and trainees are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, hospitality, etc. in relation to the business of the Organisation.

11.2 The Employer shall not, and shall procure that his directors, employees, agents, sub-contractors and trainees who are involved in this Agreement shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

Annex I: 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.

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.

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/ 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.

Annex II: Sample Employment Contract

This contract of employment is entered into between _____ (hereinafter referred to as "Employer") and _____ (hereinafter referred to as "Employee") on _____ (date) under the terms and conditions of employment below :

1. **Commencement of Employment** † Effective from _____
 until either party terminates the contract
 for a fixed term contract for a period of _____ * day(s) / week(s) / month(s) / year(s), ending on _____
2. **Probation Period** † No Yes _____ * day(s) / week(s) / month(s)
3. **Position and Section Employed** _____
4. **Place of Work** _____
5. **Working Hours** † Fixed, at _____ days per week, _____ hours per day, from _____ *am / pm to _____ *am / pm and _____ *am / pm to _____ *am / pm
 Shift work required, _____ hours per day, from _____ *am / pm to _____ *am / pm and _____ *am / pm to _____ *am / pm
 Shift work required, at _____ working day(s) per *week/month, totalling _____ hour(s)
 Others _____
(please specify details of working hours arrangement, total working hours, etc.)
6. **Meal Break** † Fixed, from _____ *am / pm to _____ *am / pm, *with / without pay
 Not-fixed, at _____ *minutes / hour(s) per day, *with / without pay
Meal break *is / is not counted as working hour(s)
7. **Rest Days** † On every _____, *with / without pay
 On rotation, _____ day(s) per *week / month, *with / without pay
(The Employee is entitled to not less than 1 rest day in every period of 7 days)
8. **Wages**
(a) **wage rate** † Basic wages of \$ _____ per *hour / day / week / month; plus the following allowance(s) :
 Meal allowance of \$ _____ per *day / week / month
 Travelling allowance of \$ _____ per *day / week / month
 Attendance allowance of \$ _____
(please specify details of payment criteria, calculation method, etc.)
 Others (e.g. commission, tips) \$ _____
(please specify details of payment criteria, calculation method, date of payment, etc.)

(b) payment of wages & wage period(s) †

- Every month, on _____ day of the month for wage period from _____ day of the month to _____ day of **the month / the following month*
- Twice monthly, payable on
 - _____ day of **the month / the following month* for wage period from _____ day of the month to _____ day of **the month / the following month*; and
 - _____ day of **the month / the following month* for wage period from _____ day of the month to _____ day of **the month / the following month*
- Once for every _____ **day(s) / week(s)* for wage period from _____ to _____

9. Overtime Compensation †

- Compensated by overtime pay:
 - At the rate of \$ _____ per hour
 - At the rate according to **normal wages / _____ % of normal wages*
 - Others _____
(please specify details of payment criteria, calculation method, etc.)
- Compensated by time-off in lieu: _____
(please specify details of granting criteria, calculation method, etc.)

10. Holidays †

- The Employee is entitled to:
- statutory holidays as specified in the Employment Ordinance
 - public holidays
 - plus other holidays (please specify) _____

11. Paid Annual Leave †

- The Employee is entitled to paid annual leave according to the provisions of the Employment Ordinance (ranging from 7 to 14 days depending on the Employee's length of service).
- The Employee is entitled to the following paid annual leave according to the rules of the Employer (please specify) _____

12. Maternity Benefits †

- The Employee is entitled to maternity leave and maternity leave pay according to the provisions of the Employment Ordinance.
- The Employee is entitled to the following maternity leave and maternity leave pay according to the rules of the Employer (please specify) _____

13. Paternity Benefits †

- The Employee is entitled to paternity leave and paternity leave pay according to the provisions of the Employment Ordinance.
- The Employee is entitled to the following paternity leave and paternity leave pay according to the rules of the Employer (please specify) _____

14. **Sickness Allowance †**
- The Employee is entitled to sickness allowance according to the provisions of the Employment Ordinance.
 - The Employee is entitled to sickness allowance according to the rules of the Employer (please specify) _____

15. **Termination of Employment Contract**
- A notice period of _____ *day(s) / week(s)/ month(s) or an equivalent amount of payment in lieu of notice (notice period not less than 7 days)
- During the probation period (if applicable):
- within the first month: without notice or payment in lieu of notice
 - after the first month: a notice period of _____ *day(s) / week(s)/ month(s) or an equivalent amount of payment in lieu of notice (notice period not less than 7 days)

16. **End of Year Payment †**
- An amount *of \$ _____ or equivalent to _____ month's *basic / normal wages upon completion of each
- *calendar / lunar year
 - specified period: from _____ to _____
- Payment is to be made within _____ days before commencement of the following *calendar / lunar year.

17. **Mandatory Provident Fund Scheme †**
- The Employer and the Employee are to make contributions towards the Mandatory Provident Fund Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance.
- In addition to the mandatory contribution**, the Employer provides monthly voluntary contribution to the Mandatory Provident Fund Scheme *in the amount of \$ _____ / at a rate of _____ % of the Employee's monthly wages.
 - In addition to the mandatory contribution**, the Employee provides monthly voluntary contribution to the Mandatory Provident Fund Scheme *in the amount of \$ _____ / at a rate of _____ % of the Employee's monthly wages.

18. **Work Arrangements in Times of Adverse Weather Conditions**

- A. **Work Arrangements in Times of Tropical Cyclone Warning †**
- The Employee is required to work when Tropical Cyclone Warning Signal No.8 (T8) or higher is in force. **In addition to normal wages**, the Employee is entitled to a duty allowance of *\$ _____ or _____ % of normal wages for each hour worked.
- In case staff on the next shift are unable to report for duty at workplaces when T8 or higher is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of *\$ _____ or _____ % of normal wages for each hour of the extended service.
- [The Employer *provides / does not provide transport services to the Employee when T8 or higher is in force, the Employee is entitled to a travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

- The Employee is not required to work when T8 or higher is in force and wages will not be affected during the period. If the Government has not made an “extreme conditions” announcement ^{note}, the Employee is required to resume duty within _____ hours as far as practicable if T8 is cancelled not less than _____ hours before the end of working hours.

B. Work Arrangements in Times of “Extreme Conditions” after Super Typhoons †

- The Employee is required to work when “extreme conditions” exist upon the “extreme conditions” announcement by the Government before T8 is replaced with Strong Wind Signal No.3 (T3) ^{note}. **In addition to normal wages**, the Employee is entitled to a duty allowance of *\$ _____ or _____ % of normal wages for each hour worked.

In case staff on the next shift are unable to report for duty at workplaces when “extreme conditions” exist, or due to practical difficulties and the Employer requests the Employee of the preceding shift to continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of *\$ _____ or _____ % of normal wages for each hour of the extended service.

[The Employer **provides / does not provide* transport services to the Employee when “extreme conditions” exist, the Employee is entitled to a travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

- The Employee is not required to work when “extreme conditions” exist upon the “extreme conditions” announcement by the Government before T8 is replaced with T3 ^{note}, and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if the “extreme conditions” cease to exist not less than _____ hours before the end of working hours.

(Note: For details, please refer to the “Code of Practice in Times of Typhoons and Rainstorms” issued by the Labour Department.)

C. Work Arrangements in Times of Black Rainstorm Warning Signal †

- In case the Employee is required to take up extra duty when Black Rainstorm Warning Signal is in force, **in addition to normal wages**, the Employee is entitled to a duty allowance of *\$ _____ or _____ % of normal wages for each hour worked

In case staff on the next shift are unable to report for duty at workplaces when Black Rainstorm Warning Signal is in force, or due to practical difficulties and the Employer requests the Employee of the preceding shift to continue to work due to operational requirements, **in addition to normal wages**, the Employee is entitled to a special allowance of *\$ _____ or _____ % of normal wages for each hour of the extended service.

[The Employer **provides / does not provide* transport services to the Employee when Black Rainstorm Warning Signal is in force, the Employee is entitled to travelling allowance of \$ _____ per trip or the actual cost of transport, whichever is higher.]

The Employee is not required to work when Black Rainstorm Warning Signal is in force and wages will not be affected during the period. The Employee is required to resume duty within _____ hours as far as practicable if the Black Rainstorm Warning Signal is cancelled not less than _____ hours before the end of working hours.

19. Others

The Employee is entitled to all other rights, benefits or protection under the Employment Ordinance, the Minimum Wage Ordinance, the Employees' Compensation Ordinance and any other relevant Ordinances.

(If applicable) Additional rules and regulations, rights, benefits or protection promulgated under the **Company Handbook* / _____ also form part of this contract.

The Employer and the Employee hereby declare that they understand thoroughly the above provisions and agree to sign to abide by such provisions. They shall each retain a copy of this contract for future reference.

Signature of Employee

*Signature of Employer or
Employer's Representative*

Name in full: _____

Hong Kong I.D. No.: _____

Date: _____

Name in full: _____

Position held: _____

Date: _____

Chop of the Company

Annex III: Sample Agreement (in Chinese only)

Our ref 本會檔號 : CSS/ADM/COR/EXN(XX)

Your ref 來函檔號 :

香港建造學院
香港九龍觀塘駿業街 56 號中海日升 38 樓
學生就業輔導服務 或
經電郵: employstudents@hkic.edu.hk

敬啟者:

香港建造學院 在職技術鞏固資助計劃協議書

本公司明白、同意及確認會切實執行香港建造學院在職技術鞏固資助計劃架構文件內的所有條款及細則，並隨函附上協議書作紀錄之用。

學員姓名	身份證號碼 (英文字母+ 首 3 個號碼)	於香港建造學院 完成的課程	學員簽署
	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

此致

香港建造學院學生就業輔導服務

公司蓋印及授權人簽署

姓名及職位

2026 年 02 月 XX 日

Annex IV: Authorization Form for Settlement of Invoices by Bank Transfer

致: 建造業議會
財務部

To: Construction Industry Council (“CIC”)
Finance Department
38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

香港九龍觀塘駿業街56號
中海日升中心38樓

我們授權你以銀行轉賬方式直接傳入我們銀行戶口以支付我們的發票，詳細資料如下：

We authorize you to settle our invoices by direct credit to our bank account, details as follows:

(請以英文正楷填寫Please complete in English with block letters)

公司名稱 Company's Name			
地址 Address			
聯絡人 Contact Person		職位 Position	
電話號碼 Telephone No		電子郵件 Email Address	
銀行及分行名稱 Banker's Name and Branch			
帳戶名稱 Account Name			

(以上提供之帳戶名稱及帳戶號碼乃根據本公司之銀行記錄，本公司明白如有任何差異將會導致銀行轉賬失敗。)

(The account name and account number are consistent with our bank records, we understood that if any discrepancies will cause failure in the bank transfer.)

帳戶號碼 Account Number	<table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table> 銀行編號 Bank Code				<table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 33%;"></td><td style="width: 33%;"></td><td style="width: 33%;"></td></tr></table> 分行編號 Branch Code				<table border="1" style="width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table> 戶口號碼 Account Number										

(請提供銀行月結單副本作核實)

(Please provide a copy of bank statement for verification)

如以上有任何更改，請在旁簽名作實。
Please sign against any amendment above.

如以上銀行資料有任何改動，我們會儘快通知你。
We undertake to advise you as soon as possible of any changes to the above bank information.

本公司接納以銀行轉賬支付發票服務及已仔細閱讀和理解《收集個人資料聲明》¹與此申請表上的所有其他資訊。
Our company accepts the service for Settlement of Invoices by Bank Transfer and has carefully read and understood the Personal Data Collection Statement¹ and all other information on this application.

Company Chop
公司印鑑

Authorized Signature
授權簽名

Name of Signatory
授權人名稱

Position of Signatory (Manager Grade or above)
授權人職位 (經理級或以上)

Date
日期

此授權表格僅供建造業議會財務部門用於指定目的，而不能用於其他用途。

This Authorization Form is solely to be used by CIC Finance Department for the designated purpose and is not intended for any other purposes.

本人已仔細閱讀並理解背頁的收集個人資料聲明。

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

Personal Information Collection Statement

1. Collection of Personal Data

- 1.1. The information you provide to the Construction Industry Council, its affiliates, and / or its subsidiaries, including, but not limited to, the Hong Kong Institute of Construction and Zero Carbon Building, Construction Sector Imported Labour Quarters Limited (collectively, the "CIC"), 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. The activity and the required personal data are detailed in the application form.
- 1.2. Whether or not you provide your personal data to the CIC is voluntary. However, where you are providing information for the purpose of an application, it is necessary that you supply the CIC with complete information as specified on the application form. Otherwise, the CIC 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 Ms. Priscilla Iu, Manager – Finance (Data Access Request), 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. For more information about the CIC's 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 for the following purposes:

- a. Processing payment by bank transfer for settlement of invoices;
- b. Facilitating communication with you;
- c. 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) ;
- d. 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.) ;
- e. Managing access to the CIC's premises and for security purposes;
- f. Preventing and responding to actual or potential security threats, fraud or illegal activities;
- g. Handling complaints or enquiries;
- h. Performing analysis and conducting research and surveys;
- i. Performing audits and compliance reviews to ensure compliance with the applicable CIC's policies and procedures, regulations and law;
- j. Other purposes related or incidental to the conduct of the CIC's activities; and
- k. Any other purposes that you may consent to from time to time.

3. Disclosure and Transfer of Personal Data

- 3.1. The CIC 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.

收集個人資料聲明

1. 個人資料的收集

- 1.1. 你向建造業議會、其關聯及/或附屬公司，包括但不限於香港建造學院、建造業零碳天地、建造業輸入勞工宿舍有限公司（統稱「議會」）提供的資料，包括《個人資料（私隱）條例》（第486章）中定義的任何個人資料，只會用於與議會活動相關之目的。有關活動及其所需的個人資料已詳列於申請表格內。
- 1.2. 你是否向議會提供個人資料純屬自願性質。然而，如果你提供資料之目的是為了作出某項申請，你便須向議會提供申請表格上所指明的資料。否則，議會可能無法處理或考慮你的申請。如果你未滿十八歲，在向議會提供你的個人資料前，應先徵詢你的父母或監護人。
- 1.3. 你有權查閱你的個人資料和更正當中的錯誤。如需要作出此要求，請致函議會的姚玉弟女士經理 - 財務（查閱資料要求），地址為九龍觀塘駿業街56號中海日升中心38樓。如你對本聲明及有關做法有任何查詢，請致函上述地址或電郵至enquiry@cic.hk。如需要更多關於議會在私隱及保障個人資料政策的資料，請參閱我們的私隱政策（https://www.cic.hk/chi/main/privacy_policy_statement/）。

2. 收集的目的

從你收集得來的個人資料將會被保密，並可能用於以下用途：

- a. 透過銀行轉賬處理付款以結算發票；
- b. 利便與你的通訊；
- c. 履行和行使議會根據相關條例、規則和附屬法規授予的職能和權力，包括但不限於《建造業議會條例》（第587章）及《建造業工人註冊條例》（第583章）；
- d. 確立、行使或維護議會的法律權利及遵從議會的法律和規管責任（包括打擊洗錢責任、遵從法院或監管機構的命令等）；
- e. 管理進出議會處所和保安目的；
- f. 防止和應對實際或潛在的安全威脅、詐騙或非法活動；
- g. 處理投訴或查詢；
- h. 進行分析、研究和意見調查；
- i. 進行審計及合規審查，以確保適用的議會政策、程序、規例及法律獲得遵守；
- j. 與議會活動進行相關或附帶的其他目的；及
- k. 你不時同意的任何其他目的。

3. 個人資料的披露及轉移

3.1. 因應第2段所述目的，議會可能披露或轉移你的個人資料予第三方，包括但不限於以下：

- a. 任何或所有議會的關聯及/或附屬公司；
- b. 任何代表議會營運或維持會員資格、活動註冊、導賞預約、研究及/或分析，或代表議會進行後端服務、行政服務、驗證服務、雲端服務或資訊科技服務，或向議會提供所需支援或服務（包括保險、銀行或議會使用的任何第三方支付網關服務）以便議會提供服務的第三方服務提供商、承包商或分包商，及代表議會履行合約規範責任之實體；
- c. 議會的專業顧問，包括但不限於律師、會計師和審計師；或
- d. 對議會負有保密責任的任何一方。

3.2. 按照任何適用於議會的法律規定或規管性質規定或法院命令，議會可能披露及轉移你的個人資料。

Annex V: Salary Form

TS-202209_2(C)
2022/09/01

No.: _____
(To be filled by
Hong Kong Institute of

I, _____, received the following salary for the period _____ (dd/mm/yyyy) to _____ (dd/mm/yyyy) from “(Employer)”:

HKD

Monthly Salary: \$ _____

Subsidy:

Overtime Allowance: \$ _____

Transport Allowance: \$ _____

Other: (please specify: _____) \$ _____

(please specify: _____) \$ _____

Days of Absence without Pay: ____ Day(s) \$ _____

(excluding days off and statutory holidays) (salary reduction due to absence)

Other Reductions: \$ _____

(reason: _____) \$ _____

(reason: _____) \$ _____

Total Salary in HKD:

from _____ (dd/mm/yy) to _____ (dd/mm/yy): \$ _____

Responsible Person's Signature
and Company Chop

Trainee's
Signature

Date

Date

Annex VI: Site Visit/Follow-up Call Report

Part I: Trainee Information

Trainee's Name: _____ Contact No.: _____
 Job Nature: _____ Term of Employment: _____ From (dd/mm/yyyy) to (dd/mm/yyyy) _____
 Company Name: _____

Part II: Inspection Information

Mode: Visit / Phone Call _____ the _____ time Inspection Date: _____
 Site Contact: _____ Contact No.: _____
 Inspection Location (if applicable) _____

Part III: Employment Contract Terms

Current Salary (Basic Salary) \$ _____ (day / month) (Subsidy) \$ _____ (day / month)
 Average working days per month: _____ day(s)
 Required to work in different locations/sites? Yes/ No

Part VI: Monitoring and Follow-up

1. Does the employer provide the following recommended adaptable working environment?

<input type="checkbox"/> Reasonable work requirements	<input type="checkbox"/> Provision of proper tools	<input type="checkbox"/> Mentors to follow up difficulties in work	<input type="checkbox"/> Follow up / learn about the task progress
<input type="checkbox"/> Emotional support	<input type="checkbox"/> Breaks	<input type="checkbox"/> Safe working environment	<input type="checkbox"/> Other:

Issues to follow-up: _____

2. Does the employer provide adequate on-the-job skill consolidation training? Yes/no (please _____)

Issues to follow-up: _____

3. Will the trainee stay in the construction industry? Yes/no (please specify) _____

Issues to follow-up: _____

Part V: Comment on the Employer (applicable when trainees have complaints about their work)

Comment:	
----------	--

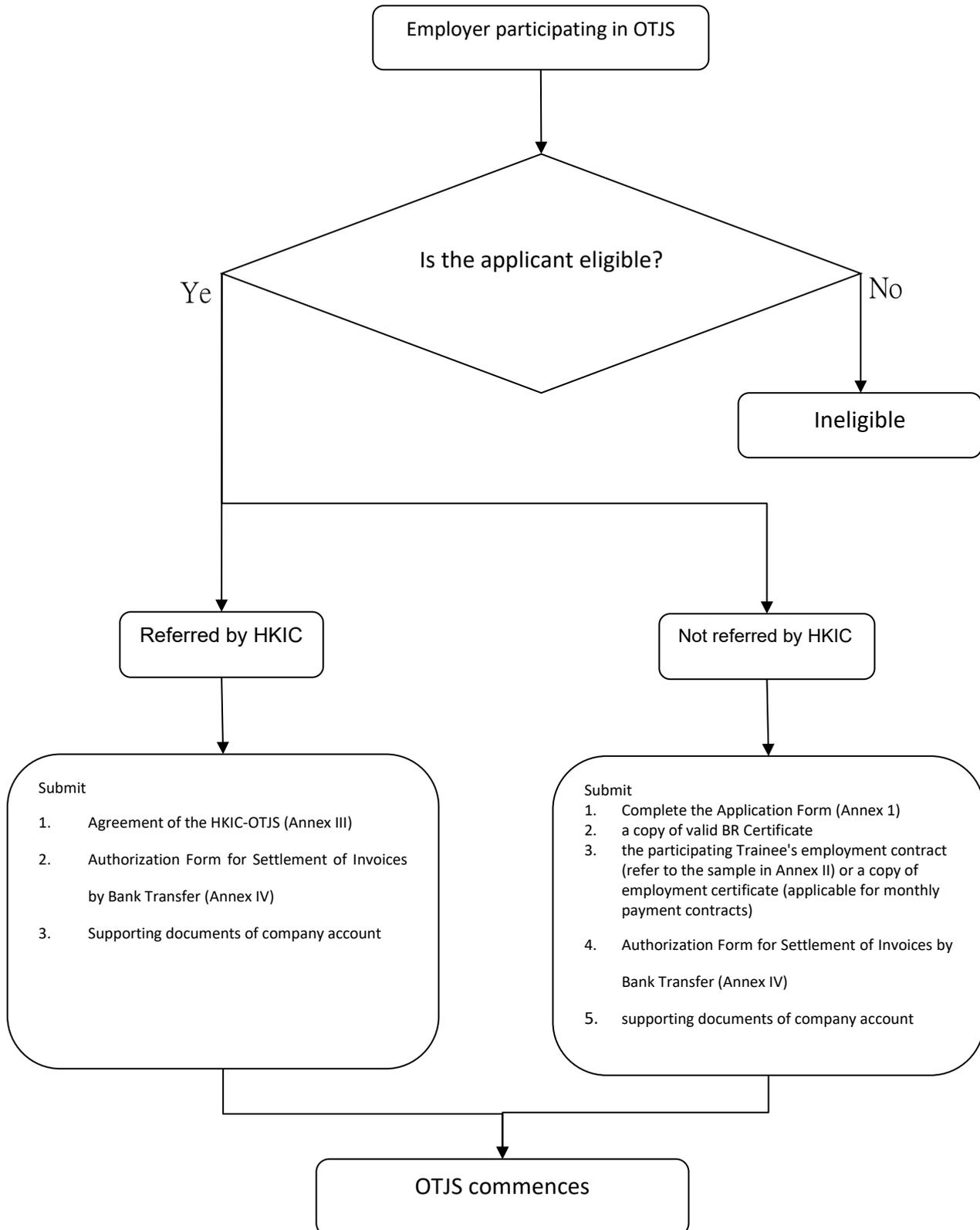
Trainee's Signature: _____

Trainee's Name: _____

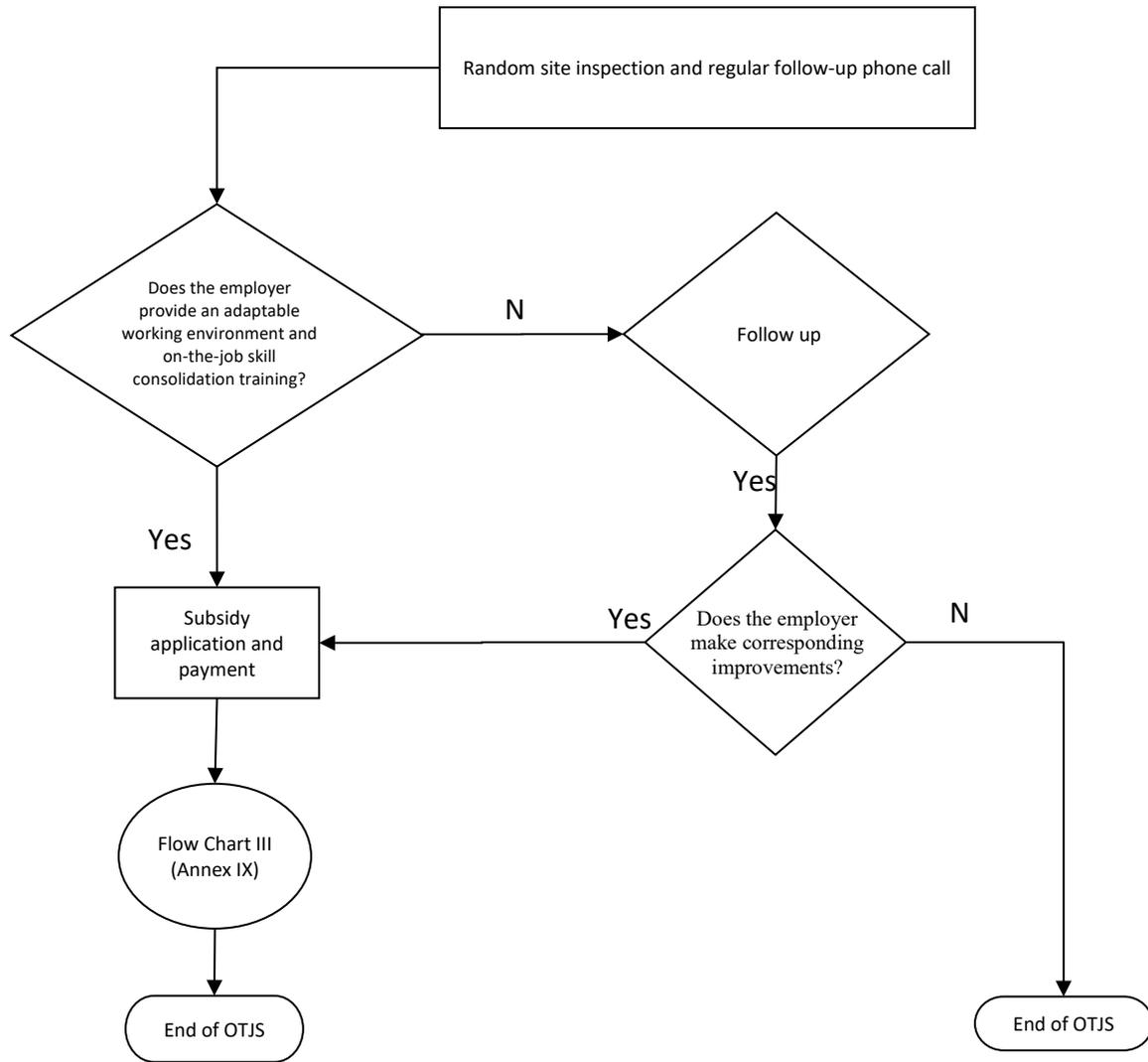
Date: _____

Inspector's Name and Signature:	Supervisor's Name and Signature:
Date:	Date:

Annex VII: Application Procedure



Annex VIII: Supervision Process



Annex IX: Payment Process

