

Annex 2: Construction Industry Council Approved Technical Talents Training Programmes – Senior Tradesmen (Diploma) Application Form

Part I: Information of Applicant (Employer)

Name of Company: _____
 (Please attach a copy of a valid Business Registration Certificate)

Address of Company: _____

Name and Title of Person-in-charge: _____

Contact Phone No: _____ Email: _____

Part II: Eligibility of Applicant/Employer shall meet at least ONE of the following requirements

Please as appropriate.

- i. Member of the Hong Kong Construction Association (HKCA);
 - ii. 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;
 - iii. Existing sub-contractors directly employed by the contractors mentioned in (a) or (b);
 - iv. Member of the Hong Kong Construction Sub-Contractors Association (HKCSA);
 - v. Member of the Hong Kong Plumbing and Sanitary Ware Trade Association (HKPSWTA);
 - vi. Member of the Hong Kong Federation of Electrical and Mechanical Contractors Limited (HKFEMC)
 - vii. Member of construction industry unions (employers);
 - viii. Sub-contractor registered or shall register under the Registered Specialist Trade Contractors of the HKIC before programme commencement;
 - ix. Owner of refurbishment, repair and maintenance projects or new projects (owner refers to items a, b, c below):
 - a. Owner: property holder
 - b. Developer: shall be a member of “The Real Estate Developers Association of Hong Kong (REDA)”;
 - c. Property Management Company: shall be a member of “The Hong Kong Association of Property Management Companies”
 - x. Others.
- and**
- x. **listed in the Construction Industry Council Approved Technical Talents Training Programme Approved Employer List**

Part III: Work Trade

Please as appropriate and delete as appropriate.

- | | | |
|---|------------------------------------|---|
| <input type="checkbox"/> Bricklayer | <input type="checkbox"/> Plasterer | <input type="checkbox"/> Tiler |
| <input type="checkbox"/> Painter and Decorator | <input type="checkbox"/> Joiner | <input type="checkbox"/> Metal Worker |
| <input type="checkbox"/> General Welder | <input type="checkbox"/> Leveller | <input type="checkbox"/> Bar Bender and Fixer |
| <input type="checkbox"/> Form worker (*Civil/Building Construction) | <input type="checkbox"/> Plumber | <input type="checkbox"/> Electrical Wireman |
| <input type="checkbox"/> Construction Plant Mechanic | | |

Part IV. Information of Construction Site (Please attach copy of the construction contract)

Name of the main construction contract and reference number:

Name of the Main Contractor of the above contract: _____

Construction Period: _____ Expected Training Commencement: _____
MM/YYYY - MM/YYYY DDMM/YYYY

Expected No. of Trainee(s): _____

Part V: Particulars of Trainer (Please attach resume of trainer(s) <Annex 3>) *Note: Please enter the ID card number as a letter followed by the first three digits.

1	Name:	Trade Division:	*HKID No.: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2	Name:	Trade Division:	*HKID No.: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3	Name:	Trade Division:	*HKID No.: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Part VI: Particulars of Trainee (Please attach a copy of the employment contract and Annex A – Trainee Consent Form for each trainee)

No	Name (Chinese)	Name (English)	HKID No. (A letter followed by the first three digits)	Trade Division
1				
2				
3				
4				
5				

(Please attach supplementary sheet(s) for more items)

Part VII: Declaration of Applicant

1. Our company/I understand and agree that 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 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. HKIC also has the right to send personnel to inspect the above working location(s).
3. Our company/I understand and agree that the HKIC has the right to hire and sign two years employment contract with employee by monthly wage under this scheme.
4. Our company/I understand and agree to provide to the HKIC the attendance record, wage 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 can send personnel to the working location of that employee at any time 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 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 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 HKIC has the right to recover from us/me the reimbursed subsidy and make claims.
9. Our company/I hereby confirm that our employee(s) shall hold the qualification of the ITT for the same trade and obtain the relevant post-qualification working experience of not more than 1 years for graduate of year-long Certificate in Construction Programme or Diploma in Construction Programme and not more than 2 years for graduate of short-term courses of designed trades offered by the HKIC
10. Our company/I hereby confirm that our company/I will comply with the terms and conditions outlined in the "Construction Industry Council Accredited Technical Training Programme – Senior Tradesmen (Diploma)" framework document, as well as the terms and conditions in this application form and agreement (Attachment B) and confirm that all information is correct.

Part VIII: 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.

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

**Part IX: Declaration and Signature**

I/We hereby confirm that I/We will comply with the terms and conditions outlined in the Hong Kong Construction Academy Accredited Technical Training Program – Senior Tradesmen (Diploma) framework document, as well as the terms and conditions of this application form and all attachments therein and confirm that all provided information is correct.

\_\_\_\_\_  
Company chop and authorized signature

Applicant Name: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

|                                                                                                         |
|---------------------------------------------------------------------------------------------------------|
| Please attach the following documents and put a <input checked="" type="checkbox"/> in the boxes below: |
| <input type="checkbox"/> Copy of Business Registration Certificate                                      |
| <input type="checkbox"/> Copy of Construction Project Contract                                          |
| <input type="checkbox"/> Registered Specialist Trade Contractors Copy (if applicable)                   |
| <input type="checkbox"/> Resume of Trainer(s)                                                           |
| <input type="checkbox"/> Trainee Consent Form(s)                                                        |
| <input type="checkbox"/> Copy of Employment Contract(s)                                                 |

| For the use of HKIC only |    |           |  |
|--------------------------|----|-----------|--|
| Part I                   |    | Part II   |  |
| Part III                 |    | Part IV   |  |
| Part V                   |    | Part VI   |  |
| Part VII                 | NA | Part VIII |  |
| Endorsement:             |    | Date:     |  |

## Construction Industry Council Approved Technical Talents Training Programmes – Senior Tradesmen (Diploma)

### Annex A – Trainee Consent Form

#### Personal Information

|                 |                                                                                                                                                                                                                                                                                                                |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chinese Name:   | English Name:                                                                                                                                                                                                                                                                                                  |
| Contact Number: | Hong Kong ID/Passport Number: <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/><br>(A letter followed by the first three digits) |

I hereby confirm my agreement to participate in the two-year Construction Industry Council Approved Technical Talents Training Programmes – Senior Tradesmen (Diploma) with \_\_\_\_\_ (Employer). The expected start date for the training is \_\_\_\_\_ (Year) \_\_\_\_\_ (Month).

#### 《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

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.

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

- a. 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.
- b. 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.

Declaration

- I hereby declare that the information provided above is true, complete, and correct. I understand that if any part of it is found to be inaccurate, my employer has the right to terminate my employment immediately without compensation according to our employment contract.
- I authorize the Construction Industry Council/Hong Kong Institute of Construction to transfer this form to my employer, and that my employer's use of my personal data is unrelated to the Construction Industry Council//Hong Kong Institute of Construction.
- I agree that if I participate in the Construction Industry Council Accredited Technical Training Programme – Senior Tradesmen (Diploma) (the Programme) and register as a student, I will comply with the relevant terms of the Programme and the rules and regulations outlined in the /Hong Kong Institute of Construction full-time short course student handbook. If I am unable to complete the Programme for any reason, including but not limited to being expelled for not adhering to student conduct rules, withdrawing before completion, or if the Programme is terminated for any reason applicable to me, the Construction Industry Council//Hong Kong Institute of Construction has the right to demand the full refund of any subsidies paid to me, and no further payments will be made under the Programme. I agree not to make any claims regarding subsidies related to or arising from the Programme (or their payment or refund).

Signature of Trainee

Date

Annex B – Terms and Conditions

1. Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the HKIC and the Applicant comprising the Programme's Framework Document, the Application Form submitted by the Applicant and approved by the HKIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any employer that submit an application to participate in the Programme launched by the HKIC.
- (c) **Approved Project** means the Programme application of the Applicant approved by the HKIC.
- (d) **CIC** means the Construction Industry Council.
- (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 HKIC.
- (g) **Framework Document** means the policy document governing the Programme which can be accessed on the 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 HKIC to the successful Applicant notifying it that its application to participate in the Programme has been approved.
- (j) **Participant** means trainers and trainees recruited by the Applicant to participate in the Programme.
- (k) **Programme** means the approved technical talents training programme launched by the HKIC to which this Application Form relates to.
- (l) **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 is responsible for the preparing the terms and conditions of the Agreement or any part of it.

2. Applicant's Obligations

- (a) The Applicant shall comply with all the provisions of the Agreement. The HKIC reserves the right to revise the provisions of the Agreement from time to time without prior notice.
- (b) Upon approval of an application, if the Applicant cannot commence the training within the specified period, then the approved training quota will be forfeited. If the Applicant wishes to continue participating in the Programme, a new application shall be submitted.
- (c) 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 HKIC in writing immediately.

3. Training Subsidies

- (a) The HKIC may withhold payment of the training subsidies or any part of it if in the sole opinion of the HKIC:
 - (i) The Applicant has failed or is, in the opinion of the HKIC, likely to fail to execute the Approved Projects; and
 - (ii) Documents submitted by the Applicant in relation to the monthly allowance reimbursement application do not meet the standards or requirements specified in the Framework Document.
- (b) The Applicant shall apply the subsidies solely towards the Approved Projects in accordance with the Framework Document.

4. Insurance

The Applicant shall ensure that he and his Sub-contractors, agents or other personnel who are responsible for providing trainings under this programme shall have adequate insurance coverage, covering all training, operation and business risks, including the Contractors' all risk insurance, third-party liability insurance, employees' compensation insurance, directors and officers liability insurance and any other insurance that are required or usually acquired for the execution of this training programme. Such insurance shall cover the Participants whether they are employed by the Applicant or his Sub-contractor.

5. Bankruptcy or Receivership

Without prejudice to any rights, legal actions or compensations that have been or will be vested in the HKIC thereafter, once the Applicant and/or his Sub-contractor go bankrupt or insolvent, or undergoing or will undergo the process of takeover or liquidation, or being filed for liquidation, bankruptcy or receivership (whether it is voluntary or involuntary, except for restructuring or amalgamation), the HKIC may at any time summarily terminate the training by written notice, and the Applicants shall not be entitled to any compensation. Any training under the Approved Projects shall be immediately terminated, and the Applicant shall not receive any subsidies or compensation after the termination date.

6. Prevention of Bribery

- (a) 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.
- (b) 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.

7. Personal Data Collection

- (a) The Applicant shall ensure the collection, handling and use of the personal data of its Participants or other personnel associated with the execution of the Programme is in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap 486). This includes the transfer of the personal data to the HKIC and through the HKIC to the relevant authorities and/or organizations who subsidize the Programme.
- (b) The Applicant shall provide a written Personal Information Collection Statement as required by the Framework Document to each of the Participants and provide the HKIC with a copy of the signed Personal Information Collection Statement obtained from each Participant.
- (c) Participants have the right to request access to or amend personal data. Written requests should be addressed to the HKIC in accordance with the data access procedures stipulated on the HKIC website (<http://www.hkic.edu.hk>).

8. Indemnity

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

9. Liability of HKIC

- (a) The HKIC shall not be 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.
- (b) The HKIC shall not be liable for any matters arising from the employment of the Participants by the Applicant and/or his Sub-contractor including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10. Termination of Approved Project

- (a) The 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 his Sub-contractor are in breach of the terms stipulated in the Agreement.
- (b) No indemnity claims or claims of any other kind may be made against the HKIC by the Applicant and/or his Sub-contractors.

11. Settlement of Disputes

For any disputes or disagreements arising from or in connection with this programme, the parties shall first try to negotiate in good faith through the senior representatives of the relevant parties, and try to resolve the disputes or disagreements in a friendly manner. In the event that the dispute or disagreements remain unresolved 28 days after the commencement of such negotiations, the disputes shall then be referred to the Hong Kong International Arbitration Centre (HKIAC) for mediation in accordance with its mediation rules. If the mediation is abandoned by the mediator, or is otherwise concluded without the disputes or disagreements being resolved, then such disputes or disagreements shall be referred to the HKIAC, and be determined by arbitration in accordance with the HKIAC's Domestic Arbitration Rules and the Arbitration Ordinance (Cap 609 of the Laws of Hong Kong), or any statutory amendments to the statutory provisions in force at that time. The referral shall be considered as an arbitration request in compliance with the regulations according to the complaint handling procedure. Any referral regarding the arbitration shall be submitted within 90 days after the mediation is rejected or the mediation fails. In case, HKIC reserve the absolute right to terminate the Approved Project, cease to pay any and all allowances and subsidies.

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.