

Urban Forestry Support Fund - Trainee Programme Application Form

(CIC / HKIC Use)
Application No.: _____
Date Received: _____
Last Update: _____

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

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

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

Part I: Particulars of Applicant (Employer)

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

Part II: Eligibility Requirements for Applicant (Employer):

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

For Job Category of Arborist / Tree Risk Assessor / Tree Work Supervisor:

- ☐ Registered under S19 Arboricultural Works of the Registered Specialist Trade Contractors Scheme of CIC (<https://rstc.cic.hk/en/register-list.aspx>); or landscaping contractors under the List of Approved Suppliers of Materials and Specialist Contractors for Public Works under DEVB (https://www.devb.gov.hk/en/construction_sector_matters/contractors/supplier/index.html?search=true&category=LANS&group=&class=) (Specialist Trade Contractors Registration No.: _____)

; **OR**

- ☐ (as a consultant or a contractor) undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year or
- ☐ (as a tree management party e.g. government department, utility company, property management company, large corporation such as themed park company) possessing/managing a substantial amount of tree asset;

and

- ☐ Directly employing at least one professionally qualified arborist¹.

For Job Category of Tree Climber / Tree Climber cum Chainsaw Operator:

- ☐ Registered under S19 Arboricultural Works of the Registered Specialist Trade Contractors Scheme of CIC (<https://rstc.cic.hk/en/register-list.aspx>); or landscaping contractors under the List of Approved Suppliers of Materials and Specialist Contractors for Public Works under DEVB (https://www.devb.gov.hk/en/construction_sector_matters/contractors/supplier/index.html?search=true&category=LANS&group=&class=) (Specialist Trade Contractors Registration No.: _____)

; **OR**

- ☐ (as a consultant or a contractor) undertaking active tree inspection and/or tree work related contract(s) for the Government or the private sector with duration not less than one year or
- ☐ (as a tree management party e.g. government department, utility company, property management company, large corporation such as theme park company) possessing/managing a substantial amount of tree asset;

and

- ☐ Directly employing at least one professionally qualified tree climber².

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

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

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

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

¹ Requirements on the qualified arborist are given in Section 5.6.2 of the Framework Document.

² Requirements on the qualified tree climber are given in Section 5.6.4 of the Framework Document.

Part IV: Information of Training Tutor, Assistant Training Tutor and Trainee

The maximum training tutor-to-trainee ratio shall be 1:4 for training of Arborist Trainee, Tree Risk Assessor Trainee or Tree Work Supervisor Trainee. If employer arranges assistant training tutor, the maximum training tutor-to-assistant training tutor ratio shall be 1:1 and the maximum ratio of assistant training tutor to Arborist Trainee, Tree Risk Assessor Trainee or Tree Work Supervisor Trainee shall be 1:2. In other words, the maximum ratio of the training tutor and assistant training tutor to Arborist Trainee, Tree Risk Assessor Trainee or Tree Work Supervisor Trainee who are under the co-supervision by two types of training tutor shall be 2:6.

The maximum training tutor-to-trainee ratio shall be 1:3 for training of Tree Climber Trainee or Tree Climber cum Chainsaw Operator Trainee. If employer arranges assistant training tutor, the maximum training tutor-to-assistant training tutor ratio shall be 1:1 and the maximum ratio of assistant training tutor to Tree Climber Trainee or Tree Climber cum Chainsaw Operator Trainee shall be 1:1. Therefore, the maximum ratio of the training tutor and assistant training tutor to Tree Climber Trainee or Tree Climber cum Chainsaw Operator Trainee who are under the co-supervision by two types of training tutor shall be 2:4.

Name of Training Tutor			Tel No.		Job Categories	☐ Arborist ☐ Tree Climber
			Email			
Name of Assistant Training Tutor (if applicable)			Tel No.		Job Categories	☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Chainsaw Operator
			Email			
Name of Trainee (s)	HKID No. (First 4 digits or letters)	Tel No. & Email	Name of the Main Contract (if applicable)	Job Categories		
				☐ Arborist ☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Tree Climber ☐ Tree Climber cum Chainsaw Operator		
				☐ Arborist ☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Tree Climber ☐ Tree Climber cum Chainsaw Operator		

				☐ Arborist ☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Tree Climber ☐ Tree Climber cum Chainsaw Operator
				☐ Arborist ☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Tree Climber ☐ Tree Climber cum Chainsaw Operator
				☐ Arborist ☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Tree Climber ☐ Tree Climber cum Chainsaw Operator
				☐ Arborist ☐ Tree Risk Assessor ☐ Tree Work Supervisor ☐ Tree Climber ☐ Tree Climber cum Chainsaw Operator

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

Part V: Documents Submission

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

Employer:

☐	Copy of Business Registration Certificate.	
☐	<u>For company of consultant or contractor:</u> Copy of tree inspection and/or tree work related contract with pages showing: (i) Name of the Main Contract; (ii) Start Date of the Project; (iii) End Date / Duration of the project; and (iv) Signature page. <u>OR</u> Specialist Trade Contractors Registration No.	<u>For tree management party:</u> Record/proof of possessing/managing substantial amount of tree asset.

Training Tutors and Assistant Training Tutors:

☐	<u>For training arborist / tree risk assessor / tree work supervisor trainee(s):</u> 1. Copy of Training Tutors' certificates /documentary proof on the following if applicable: (a) Employment documentary proof of the current job AND (b)(i) Copy of electronic registration card of Registered Tree Management Personnel; <u>OR</u> (b)(ii) Academic Qualification; (iii) Professional Qualification; (iv) Training Qualification; (v) OHS Training; and (vi) Detailed CV showing the work experience; 2. Copy of electronic registration card of Registered Tree Management Personnel and Employment documentary proof of the current job(For Assistant Training Tutor, if applicable).	<u>For training tree climber / tree climber cum chainsaw operator trainee(s):</u> 1. Copy of Training Tutors' certificates /documentary proof on the following if applicable: (a) Employment documentary proof of the current job AND (b)(i) Copy of electronic registration card of Registered Tree Management Personnel; OR b)(ii) OHS Training; (iii) Received training in tree work operations, or possess a professional tree climber qualification; and (iv) Detailed CV showing the work experience; 2. Copy of electronic registration card of Registered Tree Management Personnel and Employment documentary proof of the current job (For Assistant Training Tutors, if applicable). 3. Completed Personal Information Collection Statement (Annex K) of Training Tutor and Assistant Training Tutor, if applicable.
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	3. Completed Personal Information Collection Statement (Annex K) of Training Tutor and Assistant Training Tutor, if applicable.	
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Trainees:

☐	Trainees' HKID Copies (Mark the HKID card copy with the word "COPY" at a place where personal details in the card will not be covered).
☐	Graduation certificate or documentary proof of studying
☐	Copy of full-time basis..... ³ and monthly wage employment contract of the trainee(s).
☐	Consent Form(s) and Annex K(s) duly completed by the trainee(s).

³ For details, please refer to the definition of a continuous contract under the Employment Ordinance (Cap. 57).

Part VI: Declaration of Applicant

1. Our company/I understand and agree that Construction Industry Council or Hong Kong Institute of Construction (CIC/HKIC) has absolute right to decide whether to accept our/my application.
2. Our company/I understand and agree that the CIC/HKIC has the right to request my company/me to provide the supporting document(s) of the above information or further information and document(s) when considering this application. CIC/HKIC also has the right to send personnel to inspect the above working location(s).
3. Our company/I understand and agree that the employee is hired on full-time basis and monthly salary under this programme. The period of employment contract should not be less than that specified in the training programme.
4. Our company/I understand and agree to provide to the CIC/HKIC the attendance record, salary payment record/supporting document and training progress schedule of relevant employee(s) after the approval of application and the commencement of training. We/I understand and agree that reimbursement of allowance shall be delayed if the complete records and supporting documents cannot be provided on time.
5. Our company/I understand and undertake to provide training to employee(s) according to the Training Plan and agree that the CIC/HKIC can send personnel to the working location of that employee at anytime to inspect whether the training progress, working environment and conditions are safe and reasonable after the approval of the application. We/I understand and agree that if employee/employer is in fundamental breach of the conditions in the Agreement or relevant laws of Hong Kong, the CIC/HKIC has the right to terminate this programme without any compensation and recover the reimbursed allowance.
6. Our company/I agree to provide according to labour legislation, including but not limited to, the relevant insurance and MPF contribution to employee(s) and provide all liability insurance to employee(s) while the CIC/HKIC is not held responsible for all the liabilities of employee(s).
7. Our company/I declare that all information above and attached is true and accurate. We/I understand and agree that if the above information is inaccurate or insufficient, it can affect the approval of application and can lead to a cancellation of an approved application without any compensation.
8. Our company/I understand that if false information is deliberately provided when submitting application or within the effective period of the contract, it may contravene the criminal laws and the CIC/HKIC has the right to recover from us/me the reimbursed allowance and make claims.
9. Our company/I hereby confirm that we/I shall observe the terms and conditions stipulated in the Framework Document of the Urban Forestry Support Fund-Trainee Programme as well as the terms and conditions specified in this Application Form. We/I confirm that all information is accurate.

Part VII: Personal Data Collection Statement

《Personal Data Collection Statement》

- The collection of personal data, the purposes of collection and the disclosure and transfer of personal data are detailed in Annex K "Personal Information Collection Statement".
- To keep you informed of CIC activities and developments in the construction, arboriculture and horticulture industries 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 CIC training courses, trade testing, registration, events and other aspects of its work and developments in the construction, arboriculture and horticulture industries.

You are free to decide whether you wish to receive such information. If you choose not to receive information on the above, please put a tick in the box below. You may make any subsequent changes on your choice of receiving promotional materials by writing to us.

☐ I wish to receive any promotional information from the CIC in relation to its activities or developments in the construction, arboriculture and horticulture industries.

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

Authorised signature

Company chop

Name: _____ Position: _____

Date: _____

For the use of CIC/HKIC only		Date
PART I		
PART II		
PART III		
PART IV		
PART V		
PART VI		
PART VII		
Checked by		
Endorsed by		

Terms and Conditions

1 Defined Terms and Interpretation

- (a) **Agreement** means the training agreement made between the CIC/HKIC and the Applicant comprising the Programme's Framework Document, the Application Form submitted by the Applicant and approved by the CIC/HKIC and the Terms and Conditions annexed to the Application Form.
- (b) **Applicant** means any employer that submit an application to participate in the Programme launched by the CIC/HKIC.
- (c) **Approved Project** means the Programme application of the Applicant approved by the CIC/HKIC.
- (d) **CIC** means the Construction Industry Council.
- (e) **Commencement Date** means the date of training commencement notified by the Applicant to the CIC/HKIC upon the approval of application by the CIC/HKIC.
- (f) **Framework Document** means the policy document governing the Programme which can be accessed on the CIC/HKIC's website (<http://www.cic.hk> / <https://www.hkic.edu.hk>).
- (g) **HKIC** means the Hong Kong Institute of Construction.
- (h) **Notification of Approval** means the letter issued by the CIC/HKIC to the successful Applicant notifying it that its application to participate in the Programme has been approved.
- (i) **Participant** means training tutor and trainees recruited by the Applicant to participate in the Programme.
- (j) **Programme** means the Urban Forestry Support Fund-Trainee Programme launched by the CIC/HKIC to which this Application Form relates to.
- (k) **Interpretation**
In the terms and conditions of the Agreement, except where the context otherwise requires:
 - (i) words importing the plural shall include the singular and vice versa,
 - (ii) words importing any gender shall include the other genders, and
 - (iii) headings are for ease of reference only and do not affect interpretation.

2 Applicant's Obligations

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

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

3 Training Allowance

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

4 Insurance

- 4.1 The Applicant shall ensure that all personnel responsible to conduct training under the Programme have adequate insurance coverage for its training, operational and business risks including contractors' all risk insurance, third party liability, employees' compensation insurance, directors and officers liability insurance and any other insurance necessary or ordinarily taken for the execution of the trainings under the Programme. Such insurance shall cover the Participants employed by the Applicant.

5 Bankruptcy or Receivership

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

6 Probity

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

7 Personal Data Collection

- 7.1 The Applicant shall ensure the collection, handling and use of the personal data of its Participants or other personnel associated with the execution of the Programme is in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486).

- 7.2 The Applicant shall ensure to provide a written Personal Information Collection Statement as required by the Framework Document to each of the Participants and provide the CIC/HKIC with a copy of the signed Personal Information Collection Statement obtained from each Participant.
- 7.3 Participants have the right to request access to or correction of personal data. If you wish to do so, please write to the Officer, Urban Forestry Support Fund - Trainee Programme (Data Access Request), Hong Kong Institute of Construction, Construction Industry Council, **38/F COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon.**

8 Indemnity

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

9 Liability of CIC/HKIC

- 9.1 The CIC/HKIC shall not be held liable for any disputes (contractual or otherwise), settlement, arbitration, mediation or litigation for matters arising between the Applicant and any of the Applicant's directors, officers, employees, sub-contractors, agents or other personnel.
- 9.2 The CIC/HKIC shall not be held liable for any matters arising from the employment of the Participants by the Applicant including but not limited to arrears of wages, personal injury compensation and Mandatory Provident Fund.

10 Termination of Approved Project

- 10.1 The CIC/HKIC has the absolute right to terminate the Approved Project, cease to reimburse any and all allowances in the event that the Applicant is in breach of the terms stipulated in the Agreement.
- 10.2 No indemnity claims or claims of any other kind may be made against the CIC/HKIC by the Applicant.

11 Settlement of Disputes

- 11.1 In relation to any dispute or difference arising out of or in connection with the Programme, the parties shall first try to resolve the dispute or difference amicably by good faith negotiations between senior representatives of the related parties. In the event that the dispute or difference remains unresolved 28 days after the commencement of such negotiations, the dispute shall then be referred to mediation at the Hong Kong International Arbitration Centre (HKIAC) and in accordance with its Mediation Rules. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration at the HKIAC in accordance with the HKIAC's Domestic Arbitration Rules and the Arbitration Ordinance (Cap. 609) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate or the failure of

the mediation.

12 Governing Laws and Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China.

Urban Forestry Support Fund – Trainee Programme Trainee Consent Form

I, _____ (Name) (First 4 digits or letters of HKID No.: _____) confirm to participate in the Urban Forestry Support Fund – Trainee Programme (the Programme), understand and agree to the requirements and terms and conditions stipulated in this Application Form and the Framework Document of the Programme. I declare that I do not possess any relevant professional qualifications/ training qualifications issued by the professional organisations for the training category of *arborist / tree risk assessor / tree work supervisor / tree climber / chainsaw operator⁴.

Employer (Company) Name: _____

Signature of Trainee

Date

*Please delete as appropriate.

⁴ Professional qualifications/ training qualifications as stated in footnotes (3), (4), (5), (6) & (7) for arborist, tree risk assessor, tree work supervisor, tree climber and chainsaw operator respectively acquired on an assessment basis or other qualifications recognised by the Government.

Personal Information Collection Statement

1. Collection of Personal Data

- 1.1. Hong Kong Institute of Construction (“HKIC”) is one of the member organizations of the Construction Industry Council (the “CIC”). The information you provide to HKIC, including any personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), will be used solely for purposes related to the activities of the CIC, including HKIC. The activity and the required personal data are detailed in the application form.
- 1.2. Whether or not you provide your personal data to the 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 the Officer - Urban Forestry Support Fund - Trainee Programme (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. For more information about the 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 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 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 listed in the Privacy Policy Statement available in paragraph 1.3 above;
- 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

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, arboriculture and horticulture industries 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, arboriculture and horticulture industries.

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, arboriculture and horticulture industries.

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

Signature

Name: _____ Date: _____