THE MARITIME AND AVIATION TRAINING FUND
海運及空運人才培訓基金

Maritime and Aviation Training Fund
Maritime Services Traineeship Scheme – Marine Insurance

Deed of Undertaking by the Trainee

(to be completed and executed as a Deed in duplicate)

THIS UNDERTAKING is made on the _____ day of 20 _____

To: The Government of the Hong Kong Special Administrative Region **(the "Government")**

1. In consideration of the captioned traineeship sponsorship to my employer _____(name of the insurance company/broker firm) **("Company")** by the Government in the sum of no more than HK$ 480,000 **("Sponsorship")** for my full-time employment as _____(name of the post title) at the Company, I, _____(name in English as printed on HKID Card / Travel Document*), holder of Hong Kong Identity Card / Travel Document* No. _____with telephone no._____(mobile no.) and personal email_____(email address), hereby agree and undertake:

(a) to work in the marine insurance department of the Company or marine insurance related business of other companies for at least three years after being sponsored for the training;
(b) to report any change in my employment to the Company during the three-year period after being sponsored for the training;
(c) to participate in a three-year post-training survey after the completion of the training programme;
(d) to notify the Company when there is any change in my contact details during my employment at the Company;
(e) to participate in surveys after completion of the training programme under the Sponsorship within one month after the completion of the training programme;
(f) to publish an article about the experience in taking up the training within one month after the completion of the training programme; and
(g) to attend interviews by the Government to share the training experience.

2. By signing of this Deed of Undertaking, I understand that I am bound by the terms and conditions of this Deed of Undertaking and those contained in or in connection with the captioned Scheme; that I have entered into a contractual relationship with the Company. The Company shall bear liability whatsoever in the event of a breach of this Deed of Undertaking by me. I have read and fully understand the terms set out in this Deed of Undertaking. If an exceptional circumstance exists and leads to the breach of any undertakings, I shall inform the Government of such circumstances in writing through the Company immediately. The Government will decide whether to grant any waiver to the relevant terms and conditions of this Deed of Undertaking. I understand that the Government has the absolute discretion of whether to grant such waiver and I agree and undertake that I shall not raise any claim, complaint or objection against the Government for whatever decision it makes.

3. I hereby declare that I am a full-time trainee or an employee of the Company. I have less than two years of full-time working experience in an insurance company or an insurance broker firm and have not undertaken any full-time work in the marine insurance field.

4. I hereby consent the Government to use my personal data for activities / publications / matters related to the handling of the Sponsorship and/or the training programme under the Sponsorship and the enforcement of this Deed of Undertaking. I acknowledge that I have been recommended to seek independent legal advice on this Deed of Undertaking.

5. Each of the provisions of this Deed of Undertaking is severable and distinct from the others and, if one or more of such provisions or any part thereof is or becomes illegal, invalid or unenforceable, the legality and enforceability of the remainder of this Deed of Undertaking shall not be affected or impaired in any way.

6. This Deed of Undertaking shall be governed by and construed in accordance with the laws of Hong Kong. I hereby agree to first refer any dispute or difference arising out of or in connection with the Deed of Undertaking to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled by mediation, a party may institute litigation in respect of the said dispute or difference. I agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Signed, sealed and delivered by _____ *[name of individual]* as his deed in the presence of:

[signature of individual] _____

[affix seal] _____

[signature of witness] _____

Name: *[witness name]* _____

Address: *[witness address]* _____

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