



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

Maritime and Aviation Training Fund (“the MATF”) Train-the-Trainers Support Scheme

Deed of Undertaking by the Applicant (“the Trainer”) (to be completed and executed as a Deed in duplicate)

THIS UNDERTAKING is made on the..... dayof 20

To: The Government of the Hong Kong Special Administrative Region (the “Government”)

1. In consideration of the captioned training sponsorship to me _____ (name in English as printed on HKID Card) (“the Trainer”) by the Government in the sum of no more than HK\$ 30,000 (“Sponsorship”) for my full-time employment as _____ (name of the post title) at _____ (name of the nominating company) (“the Company”), I, _____ (name in English as printed on HKID Card), holder of Hong Kong Identity Card _____ with telephone no. _____ (mobile no.) and personal email _____ (email address), hereby agree and undertake:

- (a) to complete the training plan for the Applicant (i.e. trainer to be trained) as detailed in Section C(i) of the Application Form (Form 1);
- (b) to start **the corresponding in-house training for other practitioners of the nominating company within three months** after the completion of the the trainer course(s) under the Sponsorship and complete the corresponding in-house training for other practitioner(s) of the Company as detailed in Section C(iii) of the Application Form (Form 1) upon the completion of delivery of the in-house corresponding training course(s);
- (c) to participate in a **survey within one month** after the completion of the training programme under paragraph 14(c) of the Guidance Notes for Application;
- (d) to give thematic talks or share my knowledge in MATF sponsored events or contribute articles for the knowledge and/or skills acquired from the sponsored course(s); and
- (e) to have my personal data disclosed to third parties requesting for the provision of training.

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 employee of the Company. I have possessed at least 5 years of full-time working experience in the maritime industry.

4. I hereby consent to 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.

IN WITNESS WHEREOF this Undertaking has been executed and delivered as a deed on the date first above written.

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]*
