

Appendix 4.3 –

Sample Declaration on Reimbursement Caps on Housing Benefits Granted to RSS Before

Agreement No.: (Insert the Agreement Number)

Agreement Title: (Insert the Agreement Title)

To: (Insert the Consultant Name) (“the Company”)

For your application for reimbursement on housing benefits for my case for working as a Resident Site Staff (“RSS”) @ associated with the subject consultancy agreement,

I hereby declare that I have not been granted for reimbursement on housing benefits for RSS employment contracts commencing after 1 August 2018 associated with consultancy agreements under the purview of the Architectural and Associated Consultants Selection Board (“AACSB”) or the Engineering and Associated Consultants Selection Board (“EACSB”) of the Government of the Hong Kong Special Administrative Region (the “Government”). # / I have been granted for reimbursement on housing benefits for an aggregate period of [] months for RSS employment contracts commencing after 1 August 2018 associated with consultancy agreements under the purview of the Architectural and Associated Consultants Selection Board (“AACSB”) or the Engineering and Associated Consultants Selection Board (“EACSB”) of the Government of the Hong Kong Special Administrative Region (the “Government”), details of reimbursement on housing benefits are as follows: #

| | | <u>Reimbursement on Housing Benefits</u> | | |
|---------------------------|-----------------|--|--|---------------------------------|
| Consultancy Agreement No. | Consultant Name | Start <u>MonthDate</u> (<u>dd/mmm/yyyy</u>) | End <u>MonthDate</u> (<u>dd/mmm/yyyy</u>) | Total Number of Months <u>*</u> |
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| | | <u>Reimbursement on Housing Benefits</u> | | |
|----------------------------------|------------------------|--|--|---------------------------------|
| <u>Consultancy Agreement No.</u> | <u>Consultant Name</u> | <u>Start MonthDate</u> (<u>dd/mmm/yyyy</u>) | <u>End MonthDate</u> (<u>dd/mmm/yyyy</u>) | <u>Total Number of Months *</u> |
| | | | | |
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| | | | | |
| <u>Total (months)</u> | | | | |

I hereby further declare that I have never been employed as a Government officer. # / I was employed as a Government officer before, and did not receive any civil service housing benefits under Civil Service Regulations (CSR) 809 at any time during my employment as a Government officer. # / I was employed as a Government officer before, and had received civil service housing benefits (other than the Home Financing Scheme under Civil Service Regulations (CSR) 1602 or the Non-accountable Cash Allowance Scheme under CSR 2001) under CSR809 at any time during my employment as a Government officer and the civil service housing benefits received by me do not constitute any double housing benefits under CSR809. # / I was employed as a Government officer before, and had received civil service housing benefits under the Home Financing Scheme under Civil Service Regulations (CSR) 1602 or the Non-accountable Cash Allowance Scheme under CSR 2001 at any time during my employment as a Government officer for an aggregate period of [_____] months, details of housing benefits received are as follows: #

| <u>Type of Housing Benefits Received</u> (<u>Home Financing Scheme /</u> <u>Non-accountable Cash Allowance Scheme</u>) | <u>Start Date</u> (<u>dd/mm/yyyy</u>) | <u>End Date</u> (<u>dd/mm/yyyy</u>) | <u>Total Number of Months *</u> |
|--|--|--|---------------------------------|
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| | | | |
| <u>Total (months)</u> | | | |

I understand that pursuant to Section 4.3 of the “Management Handbook for Direct Employment of Resident Site Staff by Consultants on Public Works Projects” promulgated by the Development Bureau (Works Branch) or equivalent, the Company can only apply for reimbursement of housing benefits for an eligible RSS who has not been reimbursed for housing benefits from consultants for a maximum aggregate period of 120 months during his/her RSS service, irrespective of whether his/her RSS service has been broken or not, counting from RSS employment contracts commencing after 1 August 2018 associated with consultancy agreements under the purview of the AACSB or the EACSB. Notwithstanding the above maximum aggregate period, neither the Government nor any consultant (including the Company) has any obligation to guarantee any RSS employment contract and housing benefits to any RSS.

I also understand that pursuant to Section 4.3 of the “Management Handbook for Direct Employment of Resident Site Staff by Consultants on Public Works Projects” promulgated by the Development Bureau (Works Branch) or equivalent, for a RSS who was employed as a Government officer before, the Company can only apply for reimbursement of housing benefits for the RSS if he/she (i) did not receive any civil service housing benefits under CSR 809 at any time during his/her employment as a Government officer; or (ii) had received civil service housing benefits under the Home Financing Scheme under CSR 1602 or the Non-accountable Cash Allowance Scheme under CSR 2001 at any time during his/her employment as a Government officer for an aggregate period of less than 120 months; or (iii) had received civil service housing benefits (other than the Home Financing Scheme under CSR 1602 or the Non-accountable Cash Allowance Scheme under CSR 2001) under CSR809 at any time during his/her employment as a Government officer and the civil service housing benefits received by him/her do not constitute any double housing benefits under CSR809. For item (ii) above, the maximum aggregate period of 120 months for reimbursement of housing benefits for such RSS will be deducted by the period of Home Financial Allowance or Non-accountable Cash Allowance already received by him/her.

I hereby declare that the information contained in this declaration is true, accurate and complete to the best of my knowledge. I understand that if any information is untrue, inaccurate or incomplete, I may be subject to criminal investigation and prosecution, and the Company may terminate my employment as RSS.

I understand that for the purpose of administration of public works project(s) and the subject consultancy agreement, the above information will be disclosed by the Company to the Government and consultants who are involved in or in connection with recruitment, employment or management of RSS under other consultancies managed by the Government as and when required.

I hereby give consent to the Company for disclosure of my personal data including but not limited to my name, identity card number (or passport number), and all of the above information to the Government and consultants who are involved in or in connection with recruitment, employment or management of RSS under other consultancies managed by the Government as and when required~~for the above purpose~~ and storage in the RSS Database maintained by the Government.

Name (of Resident Site Staff) : _____

Identity Card/Passport Number : _____
(first four digits)

Signature : _____

Date : _____

Note:

@ A RSS is a staff directly employed by a consultant for public works project(s) associated with consultancy agreement(s) under the purview of AACSB/EACSB, whose salary and fringe benefits, if any, are paid by the consultant and reimbursed by the Government. RSS include Resident Laboratory Staff as introduced in Section 2.2.5 who are staff directly employed by a consultant for management and operation of any public works laboratory under consultancy agreement(s) under the purview of AACSB/EACSB. In case of doubt, confirmation should be sought from the relevant consultant.

* The total number of months should be determined by pro-rata and be expressed in 2 decimal places before adding up with other period(s).

Delete as appropriate