

*[This sample Deed of Undertaking sets out the format to be used by agent engaged by the principal contractor-applicant or sub-contractor/member of the joint venture, being the employer. All words in square brackets are guidance notes and shall not be included in the Deed of Undertaking submitted by the agent.]*

**LABOUR IMPORTATION SCHEME FOR THE CONSTRUCTION SECTOR**  
**DEED OF UNDERTAKING BY AGENT**

To: ..... (hereinafter called ‘the Principal Contractor’) in relation to Works Contract.....  
dated ..... (hereinafter called ‘the Works Contract’ )

AND

..... is the sub-contractor of the Works Contract (hereinafter called ‘the sub-contractor’).

OR

..... is a member of the Principal Contractor, being a joint venture) (hereinafter called ‘the member company’).

THIS DEED is made.....of ..... 20

*WHEREAS*

A. .... is a company incorporated in and in accordance with the laws of ..... and whose registered office/principal place of business is situated at ..  
..... (hereinafter called ‘the agent’).

B. The principal contractor-applicant (hereinafter called ‘the applicant’) submits or has submitted quota application under the Labour Importation Scheme for the Construction Sector of the Government of the Hong Kong Special Administrative Region (the Construction Sector Scheme) in relation to the Works Contract and has been allocated with importation quota. The applicant/sub-contractor/member company\* (hereinafter called ‘employer’) enters or has entered into a contract of employment to employ an employee recruited from outside Hong Kong Special Administrative Region under the importation quota allocated to the applicant (hereinafter called ‘employee’). The ‘agent’ has entered into a contract with the applicant/employer\* (hereinafter called ‘service contract’) \* to be responsible for (i) the recruitment and personnel management of employee (hereinafter called ‘personnel management’); OR (see paragraph 1(b) below) (ii) arranging accommodation and other support services (such as meals, transportation, etc.,) for the employee .....  
(please specify the services).

*\*please delete as appropriate*

*NOW THIS DEED WITNESSES AS FOLLOWS:*

1. The agent covenants and agrees that it shall comply with the requirements as set out in paragraphs 6.26 and 6.27 of the “Guidance Notes for Application for Labour Importation Quota” (the Guidance Notes) of the Construction Sector Scheme should the applicant be allocated a quota under the Construction Sector Scheme. Details are summarised below:

(a) ensure that the personnel management of the employee / accommodation / other support services arranged for the employee\* comply/complies with the requirements of the Employment Ordinance and other statutory

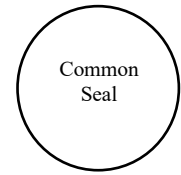
provisions related to the employment of labour and labour protection, and the approval conditions of the Construction Sector Scheme;

- (b) (i) the agent responsible for handling the recruitment and personnel management of the employee is not concurrently arranging the accommodation and other fee-charging support services (such as meals and transportation) for the employee; or (ii) the agent responsible for arranging the accommodation and other fee-charging support services (such as meals and transportation) for the employee is not concurrently handling the recruitment and personnel management of the employee\*.
  - (c) coordinate with the applicant, employer and/or other agents to properly arrange the personnel management of as well as accommodation and other support services for the employee such as regularly reporting to the applicant the above arrangements together with the employer and/or other agents;
  - (d) obtain the written consent of the applicant and employer in advance on matters such as the scope of services as well as the setting, variation and collection of the fees chargeable to the employee;
  - (e) the employee should be informed of the cost of accommodation and other support services to be paid by him/her (irrespective of whether such services are arranged by the applicant, employer or agent) in advance before his/her employment in an open and transparent manner. The fees charged should be at reasonable levels. Employee should also have the right to choose not to accept the support services arranged (such as the unreasonable charges for meal services). If the employer will not provide the accommodation for the employee free of charge, the employer may deduct the accommodation fee from the wages payable to the employee in accordance with the requirements under the Construction Sector Scheme; and
  - (f) shall not subcontract the services listed in the service contract signed with the applicant and employer without their prior agreements. If the service contract is subcontracted, the agent shall take reasonable measures to ensure that the sub-contractor of the service contract engaged by the agent understands and complies with the requirements of the Employment Ordinance and other legislations related to the employment of labour and labour protection as well as the quota approval conditions of the Construction Sector Scheme when delivering the obligations under the service contract.
2. The agent further confirms that all documents and information submitted to the applicant and/or employer under the service contract are true, complete and accurate, and agrees that the applicant and employer may forward such information to the Development Bureau (DEVB) for the purpose of enforcing the provisions of the Construction Sector Scheme. The agent further agrees that the applicant, employer and/or the DEVB may use the information in accordance with the Guidance Notes of the Construction Sector Scheme, including to forward such information to relevant government bureaux, departments and other law enforcement agencies for the purpose of enforcing the provisions of the Construction Sector Scheme or ensuring compliance by any party with the laws. If there is any change to the relevant information, the agent should inform the applicant and employer as soon as possible.
  3. If there is any conflict, ambiguity or inconsistency between the English and Chinese versions of this Deed, the English version shall prevail.
  4. This Deed shall be governed by and construed according to the laws for the time being in force in Hong Kong Special Administrative Region. All disputes arising out of this Deed shall be subject to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

*IN WITNESS WHEREOF* the agent has executed this Deed the day and year first hereinbefore written. *[Sample attestation clause for use by company incorporated in Hong Kong Special Administrative Region]*

Alternative A (with Common Seal)

Executed and delivered )  
as a deed and the COMMON SEAL )  
of [name of the agent] )  
was affixed in the presence of )  
[ ] its [director(s) or ) *[Signature of the director(s) etc]*  
director and secretary or person(s) authorized to )  
sign the contract by its board of directors] )  
in the presence of a witness: )  
..... )  
[Name] )  
[Occupation] )  
[Address] )



Or

Alternative B (without a Common Seal)

Executed and delivered as a deed )  
by [name of the agent] )  
acting through )  
[ ] (its sole director) ) or  
[ ] and [ ] (its directors) ) *[Signature of the director(s) etc]*  
Or )  
[ ] (its director) and )  
[ ] (its company secretary) )  
in the presence of a witness: )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

Or

*[Sample attestation clause for use by an attorney]*

SIGNED, SEALED and DELIVERED by )  
[insert the name of the agent] by )  
[ ] )  
his/her/its attorney under power of attorney )  
dated [ ] )  
In the presence of ) *[Signature of the attorney]*  
..... )  
[Name] )  
[Occupation] )  
[Address] )