



Hong Kong Internet  
Registration Corporation Limited  
香港互聯網註冊管理有限公司

# Cybersecurity Information Sharing Platform

## Request for Proposal

Version 1.5

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## Summary

There is a global trend in cybersecurity practitioners to increase collaboration and sharing to fight against cyber attacks (since cyber criminals do share their tools and tactics). After the attack of Wannacry in 2017, the cybersecurity industry felt the need to setup a collaboration and sharing platform to engage cybersecurity stake holders in Hong Kong to share cybersecurity information such that much quicker responses and better collaboration work can be performed in case of future cyber attacks. As a result, a two-year pilot cybersecurity information sharing platform codenamed “Cybersec Infohub” was setup in late 2018, which was managed by HKPC under a service contract to be ended at Aug 2020. HKIRC will be the next programme manager to manage “Cybersec Infohub” from Sep 2020 onward.

This tender is to invite Proposals from eligible vendors for the development of a cybersecurity information sharing platform for Cybersec Infohub members.

HKIRC is looking for a service provider(s) (“the Contractor”) to provide for above services.

The scope of service is detailed in section 3 of this document.

Parties interested in providing this service shall submit **Proposal by no later than 5:30pm, 21<sup>st</sup> February 2020.**

The service commencement date of this project is tentatively on **1<sup>st</sup> April 2020** and service implementation date is tentatively on **17<sup>th</sup> July 2020**. The service will then turn to a maintenance mode and last until 31 August 2022.

## 1. Definitions

The following terms are defined as in this section unless otherwise specified.

“The Contractor” means the company who will provide the Services after award of contract.

“HKIRC” means Hong Kong Internet Registration Corporation Limited.

“HKDNR” means Hong Kong Domain Name Registration Company Limited, a wholly-owned subsidiary of HKIRC, the company requesting the Proposal for “The Services”.

“The Services” means the development of a cybersecurity information sharing platform with requirements stipulated in Section 3 of this document.

“RFP” means this Request for Proposal

“Tenderer” means the company who will submit Proposal to provide the Services

## 2. About HKIRC

Hong Kong Internet Registration Corporation Limited (HKIRC) is a non-profit-distributing and non-statutory corporation responsible for the administration of Internet domain names under '.hk' and ‘.香港’ country-code top level domains. HKIRC provides registration services through its registrars and its wholly-owned subsidiary, Hong Kong Domain Name Registration Company Limited (HKDNR), for domain names ending with '.com.hk', '.org.hk', '.gov.hk', '.edu.hk', '.net.hk', '.idv.hk', '.公司.香港', '.組織.香港', '.政府.香港', '.教育.香港', '.網絡.香港', '.個人.香港'. '.hk' and ‘.香港’.

HKIRC endeavours to be:

- Cost-conscious but not profit-orientated
- Customer-orientated
- Non-discriminatory
- Efficient and effective
- Proactive and forward-looking

More information about HKIRC can be found at <http://www.hkirc.hk> .

HKIRC and HKDNR are listed as public bodies under the Prevention of Bribery Ordinance (Cap 201).

### **3. Scope of Service**

3.1 The scope of this Work Assignment covers the following items:

- (a) To provide and operate a web-based platform empowered by off-the- shelf solution(s) to enable cyber security information sharing and collaboration among members of the Programme;
- (b) To provide necessary installation, configuration, data migration, testing, training, ongoing operation and maintenance of the Platform to ensure the continuous and smooth provision of the Platform Services; and
- (c) To provide necessary transition services to ensure smooth migration of the Platform Services at the end of this Work Assignment.

3.2 The Contractor shall propose off-the-shelf solution(s) with any necessary customisation for delivering the functions of the Platform. The Contractor shall also propose related implementation and on-going maintenance and support services for the Platform Services.

3.3 The Contractor shall work closely with all services providers and contractors to be engaged by HKIRC for the Programme (the “Other Contractors”), if any, to deliver the Platform Services.

## 4. Detailed Requirements

The Contractor and their offered Platform Services shall comply with or exceed the following project requirements/features in Section 4.1 to 4.11 below, which are the essential requirements/features and shall be satisfied in fulfilment of this Work Assignment.

### 4.1 PROJECT MANAGEMENT REQUIREMENTS

4.1.1 The Contractor is responsible for the project management of the Work Assignment. The duties of project management services will include the following:

- (a) Be responsible for the total project management and act as a single contact point to HKIRC regarding all related activities of the Work Assignment;
- (b) Take the lead in co-ordinating various parties within and outside HKIRC (including but not limited to the Other Contractors) for the smooth implementation of the Work Assignment;
- (c) Resolve conflicts during the entire Work Assignment life cycle;
- (d) Oversee and monitor the progress of various activities during the Work Assignment life cycle to ensure that these activities are completed according to the schedule and meeting the Work Assignment requirements;
- (e) Plan and schedule meetings at appropriate time points during the Work Assignment life cycle, to prepare meeting agenda, to chair and to take notes for all the meetings with various parties;
- (f) Maintain up-to-date documentation including application user manual and system manual, and other documents that are relevant for the proper operation and maintenance for completing the Work Assignment;
- (g) Follow up all outstanding issues with all related parties, suggest solutions and resolve difficulties throughout the Work Assignment;
- (h) Maintain sufficient staffing and equipment for manning the service throughout operation hours; and
- (i) Carry out any other activities which are necessary for the satisfactory completion of the Work Assignment.

### 4.2 SERVICE REQUIREMENTS

4.2.1 Detailed requirements on the Platform Services, including the functional specifications of the Platform and the related services, are given in the ensuing paragraphs.



## **The Platform**

4.2.2 The Platform must provide all functions as described in Section 4.2.5 below. All required functions of the Platform shall be delivered through the proposed off-the-shelf solution(s), which is/are specifically designed for cyber security information sharing purposes. The proposed off-the-shelf solution(s) shall be currently adopted by at least one (1) national, regional or sector-based Information Sharing and Analysis Center (ISAC) or Computer Emergency Response Team (CERT) community/organisation or any organisation of similar nature<sup>1</sup>. Tenderers shall provide evidence of the at least one (1) client reference for at least one (1) of the proposed off-the-shelf solution(s).

4.2.3 Customisation work on the proposed off-the-shelf solution(s) by the Contractor is allowed for enriching the existing functions provided by the off-the-shelf product to fulfil the essential requirements. The Contractor shall give due consideration to the advice from HKIRC on the implementation and provision of the Platform Services.

4.2.4 The Platform shall allow creation of at least 5000 user accounts for members of the Programme to use the Platform.

4.2.5 The Platform shall be composed of (I) Members Zone and (II) Public Zone.

The essential functions listed below shall be included in the Platform.

### **(I) Members Zone**

The Members Zone is only accessible for members of the Programme. It is the collaborative platform to be provided for members to share cyber security information and interact with other members to facilitate online relationships and connections among participating organisations. Essential functions of the Members Zone include:

#### **(a) Platform administration functions**

The Platform shall provide administration functions which enable administrators to perform all necessary functions in their capacity for the normal operation of the Platform, including but not limited to management of user access control and account administration; reviewing of users requests; creation of announcements to be broadcasted to users for important updates; and

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<sup>1</sup> An organization for coordinating, collaborating and sharing information on cyber security.

configuration and administration of facilities in the Platform. Auditing of user activities shall be provided by the Platform.

(b) User discussion and feedback

The Platform shall provide facilities like discussion board for threaded discussion among users on different categories of topics related to cyber security or information shared in the Platform. Sharing of contents in multiple languages together with embedded images and attachments shall be supported. The Platform shall also allow users to give comments and rating/ranking on the contents published in the Platform. The Platform shall provide publish functions for users to submit request to administrators for review and publish the shared contents to the Public Zone of the Platform.

(c) Collaboration and social media functions

The Platform shall provide collaboration functions including chat room and commenting/feedback features. Each user of the Platform shall be able to maintain his/her personal profile. The Platform shall also provide a scoring or rating feature for users to rate other user's contribution in the Platform. The Platform shall provide a directory for users to locate expertise and professionals within the community for establishing collaborative network.

(d) User anonymity

The Platform shall provide options for users to share information in the Platform anonymously. The identity of the users using anonymous sharing function shall, however, always be known to the Platform administrators.

(e) Private communication and trusted groups

The Platform shall provide one-to-one and one-to-many private messaging facilities for communication among users. The Platform shall support the creation of trusted groups where members in the trusted groups can collaborate and share information and discuss issues. All the related information shall be shielded within the trusted group only.

(f) Dissemination of cyber security information

The Platform shall have the capability to issue cyber security notifications, alerts and warnings to all users or specific group of users through emails, private messages or any other communication means provided by the Platform.

(g) Follower function for users

The Platform shall allow users to follow other users' information shared in the Members Zone. Notifications upon newly shared information by users shall be issued to their followers. The Platform shall allow users to display and manage their follower and followee information.

(h) Follower function for specific topics

The Platform shall allow users to follow their preferred topics, categories and receive notifications upon any related information shared within the Members Zone. The Platform shall also allow users to manage their preferences under their profiles.

(i) Polling function

The Platform shall allow polling of members on specific topics, such as opinion or checking readiness towards certain cyber threats. The Platform shall also allow users to configure the polling, including but not limited to allow anonymous participation, show/hide the polling results, single/multiple questions for a poll, edit submitted responses and set the opening and closing time for polls. Notifications of the polling and results shall be issued to users initiating the polling.

(j) Dashboard

The Platform shall provide dashboards to allow at-a-glance views of platform related contents, including but not limited to announcements, popular contents, followed contents, contribution rankings of users and hot topics of the information shared in the Members Zone.

(k) Traffic Light Protocol (TLP) and access controls

The Platform shall provide feature for users to specify the classification of the information in the Platform in accordance with the TLP as set out in the Forum of Incident Response and Security Teams (FIRST) Standards Definitions and Usage Guidance<sup>2</sup> for information sharing. The Platform shall provide administrators and users with access controls over the information in the Platform based on their role and privileges.

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<sup>2</sup> [www.first.org/tlp](http://www.first.org/tlp)

(l) Reporting of cyber threat intelligence

The Platform shall provide structured forms for users to input cyber threat information, including specific Indicators of Compromise (IOC) data such as malicious IP addresses, domains, file hash value, threat type, etc. The Platform shall also provide options to publish the reported intelligence to different groups of users and allow users to export their selected IOCs.

(m) Search functions

The Platform shall provide function for users to search information in the Platform using one or more criteria including but not limited to keywords.

(n) Application programming interface (API)

Machine-to-machine sharing by API shall be supported by the Platform. The Platform shall provide APIs to allow data to be programmatically imported into and published on the Platform. The Platform shall also provide APIs for accessing and exporting data available in the Platform in standard format such as JSON and XML. Security measures such as certificate authentication shall be applied to secure access to APIs.

(o) Exporting data

The Platform shall provide function for exporting the cyber security information residing in the Platform to Structured Threat Information eXpression (STIX) format.

(p) Exporting IOCs to intrusion detection system (IDS) signatures

The Platform shall support exporting of IOCs to IDS signatures, including but not limited to Snort signature.

(q) Security controls

The Platform shall adopt security controls including but not limited to logging on with one-time password, multi-factor authentication and CAPTCHA to restrict unauthorised access to the Members Zone.

**(II) Public Zone**

The Public Zone shall consist of publicly accessible web pages where the public can obtain

cyber security information, advice and expert insights contributed by members of the Programme. It shall also act as the entry points for members to access the Members Zone. Essential features of the Public Zone include:

(a) Public Zone design

The Contractor shall refer to the design of the current platform in implementing the Public Zone. The Public Zone shall be accessible by the public through the Internet. The Contractor shall, based on the advice of HKIRC, implement the layout and contents of the Public Zone which should include, but not limited to, the Platform's logo and graphics, information about the Platform, registration details, membership scheme, news and event updates, disclaimer and reference materials (e.g., documents and links to useful resources) to facilitate users in using the Platform. The Public Zone shall provide function for users to logon to the Members Zone.

(b) Integration with Members Zone

The Public Zone shall be integrated with the Members Zone to allow publishing of the information with the associated tags and attachments shared within the Members Zone to the Public Zone.

(c) Import and display of contents from pre-defined sources

The Public Zone shall support the periodic import and automatic display of contents from multiple sources via API and emails.

(d) Multiple language support

The Public Zone shall support three language versions, namely English, Traditional Chinese and Simplified Chinese.

(e) Static and dynamic content support

The Public Zone shall support display of both static and dynamic web page contents. It shall also support display of web page contents in different font sizes.

(f) Sharing of web content

The Public Zone shall include Rich Site Summary (RSS) function in XML format for Internet users to subscribe for content updates. It shall also provide tools for sharing of website contents

via social media including Facebook, Instagram, Twitter, WeChat and WhatsApp.

(g) W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standards

The Public Zone shall be compliant with the W3C WCAG 2.0 Level AA standards. The Contractor shall fix any “WCAG 2.0 AA” non-compliant web pages found in the Public Zone.

Other Requirements of the Platform

4.2.6 The current platform can be accessed at [www.cybersechub.hk](http://www.cybersechub.hk). Both the Public Zone and Members Zone of the Platform to be provided under this Work Assignment shall include all features available in the current platform.

4.2.7 The Public Zone is not necessarily be an integral part of the Platform and the respective requirements do not have to be fulfilled by the proposed off- the-shelf solution(s) for the Platform.

4.2.8 The Platform shall be hosted in the hosting environment to be specified by HKIRC.

4.2.9

*The Contractor shall perform necessary customisation (including user interface and necessary features) to integrate with (i) automated tagging services and (ii) summarisation and correlation services. The automated tagging services will automatically suggest some tags for the user while he/she share the cyber security information on the Platform. The summarisation and correlation services will summarise each piece of cyber security information and recommend related information to the user. The Contractor shall work with the service providers for all necessary integrations, testing, and ensure continuous and smooth provision of the Platform thereafter the integration*

4.2.10 The Platform shall be fully compatible with the prevailing versions of popular web browsers such as Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, etc.

4.2.11 The Platform shall adopt responsive web design to support mobile friendly viewing from different devices (including desktop and notebook computers, tablets, and smartphones). The Platform contents (including but not limited to text, graphics and videos) shall be adjusted to automatically fit into different screen sizes, resolutions and orientation to enhance the readability and navigation of contents for best viewing effects. Functionality of all the Platform functions shall not be weakened upon the use of responsive user interface.

4.2.12 The Contractor shall provide usage statistics of the Platform to HKIRC to allow detailed analysis on visitor information and Platform usage. The coverage and release schedule of the

statistics shall be mutually agreed by HKIRC and the Contractor.

4.2.13 The Contractor is required to perform regular content update on the Public Zone as per HKIRC's request.

### **Implementation of the Platform**

4.2.14 The Contractor shall provide necessary services for deploying and operating the Platform at both testing and production environment.

4.2.15 The Contractor shall include any software (e.g., database), technical data, technology, professional services, license and permits that are necessary for the deployment and operation of the Platform at its own costs.

4.2.16 The Contractor shall install the Platform as well as all other necessary software packages and programmes which are necessary for the deployment and operation of the Platform in the hosting environment and shall perform configuration and testing at both testing and production environment before the rollout of the Platform.

4.2.17 The Contractor shall work closely with the Other Contractors engaged by HKIRC to install, configure and test the Platform in the hosting environment.

4.2.18 The Contractor shall co-ordinate with the Other Contractors engaged by HKIRC to perform system update and patching for the Platform.

4.2.19 The Contractor shall operate and maintain the Platform and provide technical support for the Platform.

4.2.20 The Contractor shall fix technical issues on the Platform and perform improvement work based on the advice from HKIRC.

### **Platform Customisation Services**

4.2.21 In addition to the customisation which may be required to fulfil the requirements as set out in Section 4.2.5 above, the Contractor shall provide an aggregate of ten (10) man-days of manpower resources for implementing enhancement and system changes on the Platform where the scope of the work are to be mutually agreed upon by the Contractor and HKIRC during the

service period.

4.2.22 HKIRC has the sole discretion to order additional platform customisation services and the payment will be made according to the related unit price quoted in A12.

#### 4.3 MANPOWER REQUIREMENTS

4.3.1 The Contractor’s assignment team (“Project Team”) shall be composed of at least two (2) persons and shall include at least the following roles meeting the requirements specified in the table below. All the following roles shall be taken up by different persons.

<b>Role</b>	<b>Responsibilities</b>	<b>Requirements</b>
Project Manager	Overall management of the project	Shall have at least five (5) years of information technology project management experience during the past ten (10) years immediately prior to the closing date for receipt of proposals for this Work Assignment
System Analyst	<ul style="list-style-type: none"> <li>• Perform all necessary tasks to migrate the current platform to the Platform to be provisioned under this Work Assignment</li> <li>• Provide on-going Platform administration and support services</li> </ul>	Shall have at least four (4) years of information technology experience during the past ten (10) years immediately prior to the closing date for receipt of proposals for this Work Assignment, including at least two (2) years of working experience in implementing and maintaining cloud-based web applications

4.3.2 The cut-off date for counting the experience of the members of the Project Team is the Closing Date for proposal submission. Experience gained from different projects during the same period will only be counted once.

4.3.3 The submitted proposal should describe how the Project Team would be structured in providing the Platform Services, and should provide a full description of the experience of all designated team members and their proposed roles in the Work Assignment.



4.3.4 If the staff provided by the Contractor under the Work Assignment is found in the opinion of HKIRC to be incompetent or inattentive or to conduct himself/herself improperly, HKIRC shall have the authority to require his/her removal forthwith by giving notice to the Contractor and to require that an efficient and competent staff be appointed instead at the time agreed by HKIRC. HKIRC may terminate the contract if the Contractor fails to provide a replacement that meets the specifications specified in this Brief of Work Assignment.

4.3.5 In case of staff resignation or any of the circumstances mentioned in Section 4.3.4 above, the Contractor shall propose to HKIRC for approval a nominee to replace the outgoing Project Team member with the support of the curriculum vitae of that nominee and other documentary evidence to the satisfaction of HKIRC which shows that the proposed nominee is no less favourable than the outgoing Project Team member as at the date of his proposed joining as a member of the Project Team. Proper skill transfer shall be provided to the proposed nominee to ensure competence on the support level.

4.3.6 All members of the Project Team shall provide non-resident<sup>3</sup> services for this Work Assignment. For the avoidance of doubt, off-shore<sup>4</sup> service is NOT acceptable for this Work Assignment.

#### 4.4 SECURITY REQUIREMENTS

4.4.1 The Contractor shall handle the Platform and user data in compliance with the Baseline IT Security Policy (S17) issued by OGCIO and any other security guidelines, instructions and standards issued by HKIRC.

4.4.2 The Contractor shall treat as confidential all information relating to the affairs or business of HKIRC or designated as confident by HKIRC or which is by its nature confidential.

4.4.3 The Contractor shall not at any time during or after the provision of the services divulge or allow to be divulged to any person any such confidential information other than to the relevant employees and any other employees, officers, agents or contractors who need to know the same for the purpose of carrying out this Work Assignment and have signed an undertaking on non-disclosure as approved by HKIRC.

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<sup>3</sup> Non-resident: Contractor's staff located within the territory of HKSAR

<sup>4</sup> Off-shore: Contractor's staff located outside the territory of HKSAR

4.4.4 The Contractor shall ensure that the relevant employees and any other persons engaged on any work in connection with this Work Assignment are aware of and comply with the provisions of the above and the Official Secrets Ordinance (Cap. 521). The Contractor shall indemnify HKIRC against any loss or damage, which HKIRC may sustain or incur as a result of any breach of confidence by any of such persons.

4.4.5 Should this Work Assignment terminate, either normally at the end of the Work Assignment period or prematurely due to any reasons, the Contractor shall return all related materials belonging to HKIRC; or information collected from HKIRC within seven (7) working days of the termination including both hard copies and soft copies.

4.4.6 For operational needs, the credentials for accessing some HKIRC systems or equipment might be given to the Contractor. In such case, the Contractor is obliged to use the credentials in a strict and proper manner and should never disclose them to any person unnecessarily. The Contractor shall not disclose the information of the handled incidents to the non-related parties. Besides, under any circumstances, the Contractor should refrain from performing any unsafe operations onto HKIRC equipment and systems or users' computer, which might possibly lead to data leakage, data integrity problems or data corruption. If such operations are absolutely necessary, the Contractor shall complete sufficient resilient measures (e.g. data backup) and seek HKIRC and users' consent prior to the operations. Moreover, the Contractor shall not install any viruses and/or malicious codes into HKIRC systems.

4.4.7 The Contractor shall comply with all security, confidentiality and Data Protection Principles of the Personal Data (Privacy) Ordinance (Cap. 486) requirements requested by HKIRC.

4.4.8 The Contractor shall not take away, use or disclose to third parties any system related materials without the consent of HKIRC, for example, production data, system specifications and documentations, etc.

4.4.9 The Contractor shall not store, process or use any data of the project out of the Platform or systems or devices provided by HKIRC without the consent of HKIRC.

4.4.10 The Contractor shall timely report any sign of abnormalities or security breaches in respect of the Platform or the related data.

4.4.11 The Contractor shall comply with the requirements as stipulated in the Baseline IT Security Policy (S17) and follow the industrial practice on information security.

#### 4.5 ACCEPTANCE TEST

4.5.1 The Contractor shall provide acceptance test plan, carry out such test and document test results to certify that the implementation, installation and data migration works are completed and the Platform can work properly. The acceptance test shall also cover functional tests on all functional features of the Platform, cross browser testing on responsive web design, and web accessibility to confirm compliant with the W3C WCAG 2.0 Level AA standards. The acceptance test results shall be documented and submitted to HKIRC for review and acceptance.

#### 4.6 SECURITY RISK ASSESSMENT AND AUDIT

4.6.1 To ensure that the Platform comply with the security requirements of HKIRC, HKIRC may acquire an IT Security Risk Assessment and Audit (SRAA) service using a separate contract to verify the security of the Platform.

4.6.2 In case the SRAA is arranged, the Contractor shall:

- (a) Attend meetings and co-ordinate with the SRAA contractor appointed by HKIRC;
- (b) Provide information and necessary assistance to the SRAA contractor; and
- (c) Rectify problems identified and implement the recommendations made by the SRAA contractor as appropriate to ensure the security of the Platform.

#### 4.7 MAINTENANCE AND TECHNICAL SUPPORT SERVICES

4.7.1 The Contractor shall provide overall maintenance and updating of the Platform in both testing and production environment, and carry out enhancements, problem fixing or upgrade of the Platform as necessary or requested by HKIRC.

4.7.2 The Contractor shall in reasonable time deliver to HKIRC any enhanced/updated version of the Platform. The Contractor shall test the update and publish to testing and production environment according to the schedule specified in the update requests.

4.7.3 In reasonable time prior to the delivery of a new release, the Contractor shall make available to HKIRC all amendments to the Platform's specification which shall be necessary to describe the functions of the new release.

4.7.4 Upon receipt of notification that there is any defect or error in the Platform, the Contractor shall correct such defect or error as soon as practicable.

4.7.5 For the Public Zone of the Platform, the Contractor shall provide regular updates to create or amend the web pages of the Public Zone as necessary or requested by HKIRC. Regular updates will be required, if any, on weekly basis or as deemed necessary in accordance with the existing style and design.

4.7.6 The Contractor shall provide security control support to the Platform, including applying regular security patches whenever necessary in both testing and production environment. The Contractor shall also conduct periodic maintenance/patching for all the components installed or schedule jobs running in the hosting environment for operation of the Platform.

4.7.7 The Contractor shall provide support to the Other Contractors and conduct necessary mitigation in regular reviewing of access control lists, firewall rules, web application firewall rules and other security policies for ensuring efficient and secure operations of the Platform.

4.7.8 The Contractor shall compile a monthly release of the Platform's usage statistics (scope to be agreed with HKIRC) for submission to HKIRC. HKIRC shall have the right to request the statistics anytime as deemed necessary.

4.7.9 The Contractor shall provide service review report with inclusion of incident logs and usage statistics of the Platform on a quarterly basis.

### **Platform Transition Services**

4.7.10 Around the end of the Contract Period or when the Contract is to be terminated for whatever reason, the Contractor shall provide transition services as specified in Section 4.7.11 below and co-operate with the next contractor engaged by HKIRC to ensure smooth migration of the Platform Services. The Contractor should also work with the Contractor who is currently providing the platform services of Cybersec Infohub to ensure smooth transition, including but not limited to account transition and data migration.

4.7.11 The scope of the transition services shall cover all necessary integration work, including but not limited to data preparation, extraction, conversion, mapping and migration, necessary testing and any required support as requested by HKIRC and the next contractor to be engaged.

### **4.8 INTELLECTUAL PROPERTY RIGHTS**

4.8.1 The ownership and all intellectual property rights (including without limitation any patent, copyright, registered design or trademark) of all deliverables prepared by the Contractor or

received by the Contractor in the course of the Work Assignment shall be vested in and belong to HKIRC and the Contractor shall not use any such documents, particulars or things or disclose the contents thereof to any third person, in any manner outside the course of the Work Assignment without the prior express approval in writing from HKIRC.

4.8.2 The Contractor shall not infringe any of the said intellectual property right of any publications and shall in any event indemnify and keep indemnified HKIRC against all actions, claims, losses, damages and costs which may be sustained by HKIRC consequent upon any such infringement.

4.8.3 The Contractor shall be held responsible for any acts in the assignment for any copyright infringement under the Copyright Ordinance (Cap. 528).

4.8.4 All project materials provided by HKIRC and the copyright therein shall be and shall remain the exclusive property of HKIRC.

#### 4.9 STANDARDS AND METHODOLOGIES

4.9.1 The Contractor shall comply with the following regulations, policy and guidelines as published in the OGCIO home page ([www.ogcio.gov.hk](http://www.ogcio.gov.hk)):

- (a) Baseline IT Security Policy (S17);
- (b) IT Security Guidelines (G3);
- (c) The HKSARG Interoperability Framework (S18);
- (d) Practice Guide for Security Risk Assessment & Audit (ISPG-SM01); and
- (e) Practice Guide for Information Security Incident Handling (ISPG-SM02).

4.9.2 The Contractor shall comply with the Personal Data (Privacy) Ordinance (Cap. 486) in handling personal data when delivering the required service / products for this Work Assignment.

## 4.10 PROJECT DELIVERABLES, MILESTONES AND IMPLEMENTATION SCHEDULE

4.10.1 The tentative start date of the Work Assignment is [1 April 2020]. The Contractor is required to complete the service to the satisfaction of HKIRC according to the following timeframe.

Major Task	Deliverable(s)	Tentative Completion Date
<b>Stage 1 – Preparation</b>		
The all required installation, configuration, data migration (if any), and testing	Installation Manual Configuration Data migration verification result (if any) Testing result	17 July 2020
<b>Stage 2 – Platform Implementation</b>		
(a) Assess the current platform and hosting environment (b) Set up the Platform (and any custom-built packages) and perform necessary integration and platform customisation at testing environment (c) Perform acceptance test on the Platform (d) Deploy the Platform to production environment (e) Update the Application User Manual and System Manual where appropriate	(i) Acceptance test plan and completed test report (ii) Application User Manual (iii) System Manual	16 August 2020
(f) Roll out the Platform and system live-run	(iv) Production run of the Platform	1 September 2020
<b>Stage 3: Platform Administration and Support</b>		
(a) Provide operational, maintenance and administrative support for the Platform (12 months)	(i) Monthly release of Platform usage statistics (ii) Quarterly Service Review Report	Service Review Report to be provided on a quarterly basis, where the first report shall be delivered in the fourth month after the roll out of the Platform

4.10.2 HKIRC will have absolute discretion to postpone any of the dates in the implementation schedule.

#### 4.11 OTHER PROJECT RELATED REQUIREMENTS

4.11.1 HKIRC shall not be liable for any cost for any software, tool, and equipment that are necessary for fulfilment of this Work Assignment.

4.11.2 The Contractor shall cover all labour charges incurred for fulfilment of this Work Assignment.

4.11.3 The Contractor shall exercise all due and reasonable skill, care and diligence in its delivery of the Platform Services and in a professional manner in accordance with the time schedule stipulated in the Contract.

4.11.4 The Contractor shall comply with all reasonable instructions of HKIRC Representative in so far as they are applicable to the responsibility of the Contractor.

4.11.5 The Contractor shall, through HKIRC Representative, keep HKIRC informed of all matters related to the Platform Services within the knowledge of the Contractor and shall answer all reasonable enquiries received from HKIRC Representative.

4.11.6 The Contractor shall, upon request by HKIRC Representative, attend all meetings convened by HKIRC Representative and shall advise and assist HKIRC Representative on all matters relating to the duties of the Contractor.

4.11.7 HKIRC Representative shall be entitled to terminate the delayed Work Assignment if the Contractor fails to provide the services for the Work Assignment within ten (10) days after the scheduled delivery date.

4.11.8 The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).



## 5. Payment Schedule

5.1 The following table states the percentage of the total price quoted in A12 (with discount, if any) that becomes payable upon completion of each payment milestone, against presentation by the Contractor to HKIRC of Contractor’s commercial invoice, and to the satisfaction of HKIRC.

No.	Payment Milestone	Percentage of the Total Price
1.	Completion of Stage 1 – Platform Implementation	40%
2.	At the last working day of every three (3) months within Stage 2 – Platform Administration and Support. The first payment will be due on the last working day of the first three months in Stage 2.	15% for each quarterly payment, 60% in total

5.2 Upon completion of the deliverables submitted by the Contractor to the satisfaction of HKIRC Representative, HKIRC will issue a written notice to the Contractor. Then the payment will be made to the Contractor accordingly. The Contractor shall produce an invoice for the sum becoming payable to the named person to be informed by HKIRC.

## 6. Acceptance Criteria

6.1 HKIRC will only accept the delivered services if:

- (a) All implementation services and associate deliverables as specified in Section 4 above are completed in accordance with the required schedule and adhere to HKIRC standards stipulated in Section 4.9 above and are with acceptable quality; and
- (b) All the project objectives as well as requirements as specified in Section 3 and Section 4 above are met satisfactorily.

6.2 HKIRC will require in general up to 14 days to consider each required deliverable and, if it deems appropriate, to confirm the acceptance of the deliverable.

6.3 For the approval of acceptance of the last assignment deliverable of Stage 1 – Platform Implementation, the Contractor should assure HKIRC that all assignment deliverables, including the Platform, should have been delivered satisfactorily and is acceptable to HKIRC.

6.4 HKIRC will only accept the on-going Platform Administration and Support (Stage 2) if:

- (a) the Contractor produces all agreed deliverables for the services required, which are adhered to Government standards stipulated in Sections 4.9 above and are with acceptable quality; and
- (b) the Contractor complies with the requirement as specified in Section 4 above.

## 7. Information Security

The Tenderer shall acknowledge and agree that, if the Tenderer is selected as the Contractor, it shall be bounded by our Non-Disclosure Agreement (NDA) and Information Security Policies. The Tenderer shall also comply with the obligations under the Personal Data (Privacy) Ordinance and any other obligations in relation to personal data.

The Tenderer shall be provided with a set of NDA and Information Security Compliance Statement after HKIRC received The Tenderer's Expression-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to HKIRC attached with documents required by the Compliance Statement before the scheduled deadline. **HKIRC will only consider Proposals from companies which have signed the NDA and Information Security Compliance Statement.**

The Proposal should be marked "RESTRICTED" at the centre-top of each page in black color. It must be encrypted if transmitted electronically.

Each Proposal will be reviewed under the terms of non-disclosure by HKIRC's staff and Board of Directors of HKIRC.

The Tenderer shall comply with the following HKIRC security policy and guidelines, to the extent that match with their roles and responsibilities. Nonetheless, the Contractor hereby refers to all relevant staff members of Contractor and those of any other subcontractors under the Contractor's purview.

1. Information Security Policy;
2. Information Security Guideline; and
3. Information Security Classification Guideline.
4. Other regulations, policy and guidelines mentioned in Section 4.9.1.

Herein, HKIRC would also set the expectation of the Tenderer that upon their expression-of-interest to the project/service, they shall be required in the subsequent stages (a) to sign off a non-disclosure agreement (NDA) on all information to be provided.

## **8. Anti-collusion**

(1) The Tenderer shall not communicate to any person other than HKIRC the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this sub-clause by the Tenderer shall, without affecting the Tenderer's liability for such breach rules and laws or non-compliance, invalidate his tender.

(2) Sub-clause (1) of this Clause shall have no application to the Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance Proposal for computation of tender price and communications in strict confidence with his consultants/sub-contractors to solicit their assistance in preparation of tender submission.

(3) The Tenderer shall submit to HKIRC a duly signed Warranty (Appendix B) in the form set out in Appendix A to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on the Tenderer's behalf.

(4) Any breach of any of the representations and/or warranties by the Tenderer may prejudice the Tenderer's future standing as a HKIRC's contractor.

## **9. Offering Advantages**

(1) The Tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of this contract.

(2) Failure to so procure or any act of offering advantage referred to in (1) above committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in his tender being invalidated.

## **10. Ethical Commitment**

### **10.1. Prevention of bribery**

- (a) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, except with permission of Hong Kong Internet Registration Corporation Limited (hereafter referred to as the Organisation) solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of the Organisation. The Contractor shall also caution his directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the business of the Organisation. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not, except with permission of the Organisation, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of the Organisation.
- (b) The Contractor shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Contract shall not, offer any advantage to any Board member or staff in relation to the business of the Organisation.

### **10.2. Declaration of Interest**

- (c) The Contractor shall require his directors and employees to declare in writing to the Organisation any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.
- (d) The Contractor shall prohibit his directors and employees who are involved in this Contract from engaging in any work or employment other than in the performance of this Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this

Contract. The Contractor shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

- (e) The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-contractors who are involved in this Contract are aware of the provisions under the aforesaid sub-clauses (c) and (d).

### **10.3. Handling of confidential information**

- (f) The Contractor shall not use or divulge, except for the purpose of this Contract, any information provided by the Organisation in the Contract or in any subsequent correspondence or documentation, or any information obtained when conducting business under this Contract. Any disclosure to any person or agent or sub-contractor for the purpose of the Contract shall be in strict confidence and shall be on a “need to know” basis and extend only so far as may be necessary for the purpose of this Contract. The Contractor shall take all necessary measures (by way of internal guidelines or contractual provisions where appropriate) to ensure that information is not divulged for purposes other than that of this Contract by such person, agent or sub-contractor. The Contractor shall indemnify and keep indemnified the Organisation against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Organisation may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach of the aforesaid non-disclosure provision by the Contractor or his directors, employees, agents or sub-contractors.

### **10.4. Declaration of ethical commitment**

- (g) The Contractor shall submit a signed declaration in a form (see Appendix C) prescribed or approved by the Organisation to confirm compliance with the provisions in aforesaid sub-clauses (a) (b), (c), (d), (e) and (f) on prevention of bribery, declaration of interest and confidentiality. If the Contractor fails to submit the declaration as required, the Organisation shall be entitled to withhold payment until such declaration is submitted and the Contractor shall not be entitled to interest in that period. To demonstrate compliance with the aforesaid sub-clauses (a), (b), (c), (d), (e) and (f) on prevention of bribery, declaration of interest and handling of confidential information, the Contractor and the sub-contractors employed for the performance of duties under this Contract are required to deposit with the Organisation a copy of the internal guidelines issued to their staff.

## 11. Schedule

	<i>Project schedule</i>	
	<i>Tasks</i>	<i>To be Completed by</i>
1	Publish RFP	5 February
2	Express of Interest	7 February
3	Sign NDA and InfoSec Compliance Statement with all interested vendors	10 February
4	Deadline for vendors to submit proposal and quotation	21 February, 5:30pm
5	Selection of vendor by panel	6 March 2020
6	Conclude final decision and appoint the vendor	13 March 2020
7	Prepare service agreement contract	20 March 2020
8	Sign service agreement contract with the appointed vendor	30 March 2020
9	Service commencement	1 April 2020
10	Service implementation	17 July 2020
11	Service maintenance after implementation	Last until 31 Aug 2022

## 12. Elements of a Strong Proposal

All submitted Proposal must following the format as stated in Appendix A - HKIRC Proposal Requirements

Successful vendor is the one who submitted a clearly worded Proposal that demonstrates the following attributes:

- a persuasive section on the company background
- a strong and flexible service and tools meeting HKIRC requirements with minimum customization
- high level of interaction between HKIRC and the vendor
- excellent fit with the capabilities and facilities of HKIRC
- strong company and project management team

### 13. Service Agreement Negotiation and Signature

The service agreement will be drawn up between the selected vendor and HKIRC. HKIRC welcomes the vendor’s Proposal on a suitable service agreement for the project/service.

The service agreement must be signed by both parties within one week from the project/service award date. If the agreement is not signed within the said period, HKIRC will start the negotiation with the next qualified vendor on the selection list.

### 14. HKIRC Contacts

HKIRC Contacts information

<i>Contacts</i>	
<b>Hong Kong Internet Registration Corporation Limited</b> Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong	<b>Cybersecurity Manager</b> Bernard Kan +852 2319 3850 <a href="mailto:bernard.kan@hkirc.hk">bernard.kan@hkirc.hk</a>
+852 23192303 – telephone +852 23192626 – fax <a href="http://www.hkirc.hk">http://www.hkirc.hk</a>	<b>Head of IT</b> Ben Lee +852 2319 3811 <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a>
<i>If you are not sure about the appropriate person to call, the receptionist can help you.</i>	



# Appendix A – HKIRC Proposal Requirements

## A1. Proposal requirements

Submission deadline	Please refer to Schedule section, item no. 4 for the Proposal submission deadline.  If tropical cyclone warning signal No.8 or above or the black rainstorm warning is hoisted on the deadline date, the deadline will be postponed to the next working day without advance notice.
Delivery address	Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong
Hard copies	Sending hard copies is <b>not</b> mandatory. For sending hard copies, 2 copies of the full Proposal are required. The Proposal shall be sent to the attention of Bernard Kan (Cybersecurity Manager).
Electronic copy	Electronic copy is mandatory. It shall be sent by email to <a href="mailto:bernard.kan@hkirc.hk">bernard.kan@hkirc.hk</a> and <a href="mailto:ben.lee@hkirc.hk">ben.lee@hkirc.hk</a>
Proposal format	Specified in this document
Font	Electronically published or typed. Times New Roman 12 point font.

## **A2. Proposal Content**

The Proposal should contain the following:

- Cover Page
- Executive Summary
- Conflict of Interest Declaration
- Company Background
- Financial Situation
  - Track Records
  - Organization and management team
  - Project team with credentials
  - Company credentials
  - Staff credentials
- Methodology
- Project management methodology
- Understanding of our requirements
- Knowledge and Advices on Projects/Services
- Deliverable and Services level
- Proposed Cost of Services and Payment Schedule
- Implementation Time Table
- Sample Report generated from services
- Proposed Payment Terms
- Commercial and Payment Terms. e.g. Compensation for delay.

### **A3 Cover Page**

Prepare a non-confidential cover page with the following information in the order given.

<b>Cover Page</b>	
Project Title	
Project Manager	Name:
	Title:
	Mailing address:
	Phone:
	Fax:
	Email:
Company	Contact person:
	Title:
	Company name:
	Mailing address:
	Phone:
	Fax:
	Email:
	Website:

### **A4 Executive Summary**

The executive summary provides a brief synopsis of the commercial and technical solution the vendor proposed for the project/service. This summary must be non-confidential. It should fit on a single page.

The executive summary should be constructed to reflect the merits of the proposal and its feasibility. It should also clearly specify the project/service’s goals and resource requirements. It should include:

- Rationale for pursuing the project or service, the methodology/technology needed and the present state of the relevant methodology/technology.
- Brief description of the vendor’s financial situation.

- Brief description of the vendor's facilities and experience on similar projects or services

### ***A5 Conflict of Interest Declaration***

Declare any conflict of interest in relation to the project and the '.hk' ccTLD registry HKIRC.

### ***A6 Company Background & Financial Situation***

The vendor must describe its company background. Major activities, financial situation, organizational structure, management team and achievements in similar projects/services or service outsourcing of the company should be elaborated. Track records are preferred.

List the key technical and management personnel in the proposal. Provide a summary of the qualifications and role of each key member.

### ***A7 Methodology***

The vendor must describe the methods to be used, and briefly explains its advantage and disadvantage. Track records are preferred.

### ***A8 Project Management Methodology***

The vendor must describe the methods to be used, and briefly explains its advantage and disadvantage. Track records are preferred.

### ***A9 Understanding of our requirements***

The vendor shall describe their understanding of our requirements. With the use of a table, the vendor should clearly state their compliance on the requirements listed in the scope of service section; and briefly explain how they are achieved.

### ***A10 Knowledge and Advices on Projects/Services***

The vendor should describe their knowledge and advices to ensure the success of this project/service or projects/services with similar nature.

### ***A11 Deliverable and Services level***

The vendor should detail the project/service deliverables, and the services level of the proposed services. Tables of content of all reports included in the deliverables should be provided in the Proposal.

### ***A12 Proposed Costs of Service and Payment Schedule***

The vendor should provide the breakdown of the cost of the whole project/service. The cost shall be broken down by milestone/phases/deliverables. The payment shall be scheduled based on the milestones and/or deliverables.

Such costs should include, if applicable:

- Fixed setup cost
- Labour unit costs for additional services or requirements. They are typically quoted in unit man day. Quoted in normal working hour, non-working hour and in emergency.
- Equipment that is permanently placed or purchased for HKIRC to complete the project or service, if any.
- Subsequent support, maintenance or consultation service.
- Other direct costs including services, materials, supplies, postage, traveling, pocket money, etc.

### ***A13 Implementation Time Table***

The vendor should present in this section the implementation schedule of the project/service. The schedule should be realistic and achievable by the vendor.

### ***A14 Commercial and Payment Terms***

The vendor should describe the commercial and payment terms of the services e.g. compensation for the delay of the project/service.

# Appendix B – Warranty

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Dear Sir/Madam,

**Warranty**

(1) By submitting a tender, the Tenderer represents and warrants that in relation to the tender of \_\_\_\_\_ Service:

- (i) it has not communicated and will not communicate to any person other than HKIRC the amount of any tender price;
- (ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;
- (iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and
- (iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

(2) In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, HKIRC shall be entitled to, without compensation to any person or liability on the part of HKIRC :

- (i) reject the tender;
- (ii) if HKIRC has accepted the tender, withdraw its acceptance of the tender; and
- (iii) if HKIRC has entered into the contract with the Tenderer, terminate the contract.

(3) The Tenderer shall indemnify and keep indemnified HKIRC against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.

(4) Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance Proposal for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a tenderer to HKIRC in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

(5) The rights of HKIRC under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorized Signature & Company Chop :

Name of Person Authorized to Sign (in Block Letters) :

Name of Tenderer in English (in Block Letters) :

Date :



## **Appendix C – Declaration Form by Contractor on their compliance with the ethical commitment requirements**

[start in next page]

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

Contract No.:

Title:

In accordance with the Ethical Commitment clauses in the Contract:

- 1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-contractors are aware of the following provisions:
  - a) prohibiting our directors, employees, agents and sub-contractors who are involved in this Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC except with the permission of HKIRC;
  - b) requiring our directors, employees, agents and sub-contractors who are involved in this Contract to declare in writing to their respective company management any conflict or potential conflict between their personal/financial interests and their duties in connection with this Contract, and in the event that a conflict or potential conflict is disclosed, take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
  - c) prohibiting our directors and employees who are involved in this Contract from engaging in any work or employment (other than in the performance of this Contract), with or without remuneration, which could create or potentially give rise to a conflict between their personal/financial interests and their duties in connection with this Contract and requiring our agents and sub-contractors to do the same; and
  - d) taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of HKIRC from being divulged to a third party other than those allowed in this Contract.

Signature

(Name of the Contractor)

(Name of the Signatory)

(Position of the Signatory)

(Date)