Request for Proposals
on
Security Operation Center
And
SIEM with Threat Intelligence platform
Call for Tender

Version 1.4
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Hong Kong Internet Registration Corporation Limited

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1. Summary

HKIRC is going to commission an external Service Provider to provide Security Operation Center and SIEM with Threat Intelligence platform for the Company. The service shall provide 7 x24 Security Operation Center as well as "SOC" service and setup SIEM with Threat Intelligence platform support for company security operation. It shall also include all services required for the implementation of the Project.

HKIRC is looking for a service provider(s) ("the Contractor") to provide and setup for the above services. The contract period is valid for 12 months and include the option to extend the contract beyond one year in the original contract. The extension agreement will be same terms and price for other 48 months

The scope of service is detailed in section 4 of this document.

Parties interested in providing this service shall submit Expression of Interest (EOI) by 19th Jul 2023. For those who have submitted EOI, they should submit proposal (see Appendix C) to the Group no later than 5:30pm on 31st Jul 2023.

The Contractor should submit Expression of Interest by email to HKIRC contacts (refer to Appendix D - HKIRC Proposal Requirements, electronic copy). The Contractor must provide their information as required in the proposal cover page (Appendix D, 1.3 Cover Page).

2. 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”.

“ISMS” means Information Security Management System. It consists of an information security organization and a set of policies, guidelines and procedures concerned with information security management.

“The Services” means the 7 x24 Security Operation Center with requirements stipulated in Section 4 of this document.

“CFT” means this Call for Tender

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

3. Background

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).

4. The Required Services

The following defines the scope of service to be provided by the Contractor. There are two parts to the scope:

- Part A – SOC service
- Part B – SIEM platform with Threat Intelligence

Service Requirement

4.1. Part A – SOC service

- Awarded Tenderer is required to conduct detail on-site understanding and knowledge transfer workshops with various teams internally to understand their roles and responsibilities and propose a target operating model on how to work together.

  These include but are not limited to:
  - HKIRC Information Security Team
  - HKIRC System and DBA Team
  - HKIRC Network Team

- Awarded Tenderer is required to conduct an in-depth and holistic overall security architecture assessment as part of the understanding phase and provide a set of short-term and long-term recommendations for consideration, including but not limited to:
  - Asset inventory completeness
  - Log source quality and coverage
  - Security Information and Event Management ("SIEM") and Endpoint Detection and Response ("EDR") use case coverage against MITRE ATT&CK Framework
  - Security architecture design
  - Operational efficiency
    (e.g., potential areas to improve response time via automation, process optimization, playbook etc.)

- The Awarded Tenderer is expected to be able to bring their own SIEM stack to perform the SOC services, though in their proposal should also propose the end-to-end approaches and options for onboarding and offboarding their SIEM in the unlikely event that the contract does not extend beyond the pre-agreed contract length. The options include but are not limited to remove the SIEM, assisting to

migrate to another SIEM, or licensing the SIEM for a subscription based for contract period.

- The Awarded Tenderer is expected to, in an ongoing manner (e.g., through monthly management meetings), highlight security and/or operational resilience pain points as a result of lessons learnt from ongoing operations, and provide actionable recommendations on how to continuously improve the security posture from a governance, people, process, and technology perspective. These may be implemented by the various teams during business-as-usual operations, or by the Awarded Tenderer if it relates to SOC.

- Awarded Tenderer is required to have in-depth experience in managing, configuring, and operating the following security tools:
  - EDR
  - Firewall
  - DDoS mitigation platform
  - Web Application Firewall
  - Load Balancer
  - Network Access Control system

  Final list will refer to the detail device list, can be shall upon signed NDA with HKIRC.

- Awarded Tenderer is required to be responsible for executing the incident management procedures comprising of the following (both onsite and offsite support) and consolidating the information into the IT Service Management tool for proper audit trail:
  - 24x7x356 SOC hotline and email account to receive incident reporting by users, and to follow-up accordingly with potential/actual incidents till closure;
  - SOC shall support escalation of critical security incidents by phone, SMS or other Instant messenger
  - Alert monitoring in SIEM and EDR;
  - Incident response execution with reference to playbooks and procedures that is proposed and developed by the Awarded Tenderer (up to 10 use cases per year)
  - Root cause analysis of potential security incidents in the network;
  - Updating and maintaining operational playbooks including but not limited to incident playbooks to reflect operational procedures, through consultation with relevant stakeholders;
  - Service testing and tuning for in SIEM and EDR upon onboarding of new devices;
  - Provide support during their regular cyber incident response and recovery drills and/or security audits;
  - Security operations reporting on a weekly and monthly basis to working group and management respectively.

- Awarded Tenderer is required to provide consultation in the event of a potential security incident, including advice on incident containment, firewall rules changes, patch management, threat intelligence provision, and incident response.
- Awarded Tenderer is required to evaluate the impact of onboarding additional business applications and supporting infrastructure, as well as security tools and devices, share insights on how it potentially impacts the security monitoring efficiency, and provide recommendations on how to integrate with existing practices to enhance security monitoring effectiveness.

- Awarded Tenderer is required to leverage its industry expertise to provide best practice recommendations and demonstrate technical proficiency in implementing those practices, including but not limited to:
  - Purple team simulation exercises;
  - Threat hunting;
  - Targeted cyber threat intelligence;
  - New use case development for SIEM, EDR, and SOAR;
  - API development between existing and/or future security devices;
  - XML parser development; and
  - Automation.

- Awarded Tenderer is required to provide 7x24 operations for all support levels without third party outsourcing.

- Awarded Tenderer and its staff are accredited with relevant security certifications, including but not limited to:

  - Company accreditation: ISO/IEC 27001:2013 and CREST covering penetration testing, cyber incident response, threat intelligence and SOC services.
  - Staff accreditation: GCIH, GCFA, OSCP, CISSP, and CREST accredited consultants qualified to perform penetration testing, cyber incident response, threat intelligence and SOC services. Proposed SOC team structure and number of staff in each duty , the role and working experience of SOC.

- Awarded Tenderer is required to have redundant SOC setup in Hong Kong.
- Awarded Tenderer is required to have experience in providing similar scope of services to Hong Kong critical infrastructure providers.
- Awarded Tenderer is required to provide and establish a secure remote access connection between the SOC and Data Centres throughout the service period.

- Awarded Tenderer is required to assign a Project Manager to oversee all project management activities and have the relevant certification to drive the project to timely and quality completion (e.g., PMP, PSM1, etc.).
- Service Level Agreement (SLA)
  - SOC availability of at least 99.5% annually
  - Escalation time to security alerts and incidents within 15 minutes
  - Response time to on-site recovery requests (remote hand) within 2 hours

- Security Incident Response
  A first-line security incident response service is provided when SOC receives and confirms a security alert from the managed equipment. A Level-1 Security Analyst shall follow pre-defined incident response procedures to try classify the security alerts into malicious attacks, anomaly behaviors or botnet connections. It should be highlighted here that the "first-line security incident response" included in the Proposed Service is limited to initial handling and recommendations for reducing immediate impact in the ways of blocking accesses, isolating and relocating systems only.
  Escalate to HKIRC team for response the incident response action related to the HKIRC 's operation system, infrastructure, networking, databases and data backup restore.

Use case setup (SOP and playbook)

- Awarded Tenderer needs to define the following possible use cases with recommendations and responsible to provide the implementation details for the related correlation rules setup in SIEM system:

  - Monitor potential and unusual insider activities that could lead to data theft or destruction;

  - Anomalous activities and other network and system alerts are correlated across business units to detect and prevent multi-faced attacks
    (e.g., simultaneous account takeover and DDoS attack);

  - Monitor and analyse employee behaviour
    (e.g., network use patterns, non-work hours, and known devices) to alert anomalous activities;

  - Detect unauthorised changes to firewalls, IPS, IDS, other security devices;

- Alert teams when the threat indicators indicate any potential external and internal threats.
- The use cases shall be continuously enhanced and updated for latest threats
  The use case should cover :
  * Malware infection
  * Password attack
  * Unauthorized privileged account
  * Watchlist activities
  * Suspicious traffic
  * Anomalous activity increase
  * Network reconnaissance
  * Critical asset/account tasks
  * Data exfiltration
  * CnC callback
  * Lateral movement
- The SOC shall allow customized use cases for security monitoring specific to HKIRC

- Awarded Tenderer is required to deliver the documents of the use cases definition and description, playbook implementation setup details, test cases and test scripts; and assist to implement the SIEM and also perform UAT.

- Awarded Tenderer needs to provide the proposal of the approach of the above use cases setup with samples to demonstrate the experience and quality of deliveries to meet our requirements.

- Define cyber security incident handling and response procedure

    - Awarded Tenderer will responsible to help define and develop the cyber security incident handling and response procedure(s) including process workflow, security incident classification and agreed service level agreement (SLA), etc.
    - Awarded Tenderer needs to provide the detailed methodology and solution approach description, how to develop the best-fit incident handling including the detection, and response processes and also integrate with internal procedure(s) and system(s).
    - Awarded Tenderer shall deliver cyber security incident handling and response procedure(s), and provide the different training sessions with

training materials for second level support, IT operation teams and internal general staff.

- Awarded Tenderer will need to provide the proposed sample of cyber security incident handling and response procedure(s), illustrate the process flow with workflow diagram, security incident classification, and SLA, etc

4.2. Part B – SIEM platform with Threat Intelligence

SIEM

- The proposed SIEM platform must be able to support horizontal scaling by adding more servers to cater for growth when the demand increases, and providing the same search, report and alerting functionality from one instance to multiple instances
- The proposed SIEM platform must provide out-of-the-box add-on apps to support the operational and security analytics of the following, but not limited to, technologies:

1. AWS; Azure; Alicloud ,Vmware;
2. Cisco; H3C; Checkpoint; Palo Alto; Symantec,
3. Bluecoat; Forcepoint,
4. Microsoft Office365 and Active Directory;
5. Windows Infrastructure; Unix and Linux;
6. Oracle/MS SQL/MySQL database etc.

Final will refer to the detail device list, can be shall upon signed NDA with HKIRC.

- The proposed SIEM platform must be able to support On-prem hardware, VM, Cloud or hybrid deployment approach, while still maintaining a single pane of glass visibility.
- The proposed SIEM platform must be able to capture all information in the original and raw data, logs and alerts including payload information and redisplay them for purposes such as troubleshooting, analysis and other data processing needs.

- The proposed SIEM platform must be able to index all data from any network devices including logs, configurations, messages, traps and alerts, metrics and performance data without any custom adapters, connector.
- The proposed SIEM platform MUST be able to provide Powered by Machine Learning for dynamic baseline, abnormally detection and predictive analysis
- The proposed SIEM platform must be able to correlate data from different repositories (e.g. Correlate Windows event log with EDR logs) for abnormal event detection, and trigger actions/alerts through scripts or API call with various solution vendors
- The proposed SIEM platform must be able to collect and index any of the data sources described below:-
    1. Any machine data generated by applications, servers or network devices, TCP/UDP syslogs, including logs, configurations, messages, traps and alerts, performance data, data stored in Database without custom parsers or connectors for specific formats
    2. Flexible real-time and on-demand access to data from files, network ports, WMI, databases and custom APIs and interfaces
    3. Consumes archive files (such as gzip, tgz, zip, etc)
    4. Collecting real-time insights on mobile apps through Mobile SDKs
    5. Subscribes to message queues such as RabbitMQ , Redis, MQTT, JMS , Kafka

- The proposed SIEM platform should also be able to
    1. Identify events in single line, multi-line and complex XML structures
    2. Recognize and normalize timestamps. Handles bad or missing timestamps through contextual inference
    3. Classify source formats dynamically
- The proposed SIEM platform shall include a dashboard of security postures including threat activity trend, infected systems trend, access trend, traffic trend as well as showing the overall notable events

- The proposed SIEM platform should ensure all raw data collected by the onsite devices of the SIEM platform share not leave HKIRC premises. Collect raw data should be kept for at least 180 days

- The proposed SIEM platform shall support STIX/TAXII and open IOC formats as threat intelligence source.

- The proposed SIEM platform shall provide a incident review audit dashboard, to show reviewer activities; notable events by status; notable events by owner; and the incident closure information

- Awarded Tenderer needs to deployment of onsite monitor systems including any necessary software, equipment and the required communication links to be supplied by the tenderer and perform any necessary installation and configuration services required for the successful provision of the security monitoring services and managed detection and response services.

- Awarded Tenderer should provide all necessary software , equipment and communication links required for the provision of the information security monitoring service. Which are expected to be owned, manged and maintained by the tenderer and configured in high availability infrastructure design.

- Awarded Tenderer shall be responsible for applying the patches and software updates on the SIEM platform, and to work with HKIRC to provide advice on potential impacts of those security issues to the underlying technology stack provisioned by HKIRC to host those software and application , including but not limited to the operation system, infrastructure, networking and databases. The tenderer shall also at its own expense to upgrade the software, equipment and communication links where necessary.

- Awarded Tenderer shall remove those software, equipment, and communication links provided by the tenderer and restore any necessary system an network configuration upon termination or completion of SIEM and SOC contract.

Threat Intelligence

- Threat Intelligence (TI) should be integrated and updated periodically (minimum once a day). For each collected piece of data (e.g., IP address, domain name, hash, etc.), there should be enrichment where applicable

- Threat Intelligence must be gathered from various sources, ranging from public sources, technical sources, dark web & deep web, Underground forums, special access sites, Code Repositories, Paste bin and human analyst. Collection of Threat intelligence from the various sources should be automated and fed into a centralized portal for

investigation by analysts and escalation to HKIRC upon potential identification of true hits with supporting justification and screenshots where applicable.

- Collect threat intelligence feeds that are related to the organisation's industry (e.g., domain name, ecommerce, hong kong dns etc.)

- The proposed SIEM platform shall provide out-of-the-box support for integrating with over 10+ threat intelligence feeds IOC, including:

    1. Known malicious spyware and adware IP Address ranges;
    2. Malicious IP addresses;
    3. Bad DNS lookup;
    4. Bad IP reputation lookup;
    5. Tor lookups;

Remote access connectivity setup

- Awarded Tenderer needs to provide the secure remote access solution between Awarded Tenderer's SOCs and client's DCs with redundancy setup:
    - Dedicated leased lines with Virtual Private Network (VPN) IPsec tunnel and adequate bandwidths are required;
    - All network equipment and leased lines at Awarded Tenderer's SOC together with the related setup, maintenance and insurance will be arranged and managed by Awarded Tenderer
    - Awarded Tenderer should comply with network and security architecture standard and related policies.

- Awarded Tenderer will be responsible for the management of the connectivity which includes (but not limited to) security controls, availability and stability monitoring, etc.
- Awarded Tenderer will be responsible for the related setup and maintenance in Awarded Tenderer's SOC sites, and the delivery of the remote access connectivity design and operation document.

Note: Awarded Tenderer needs to submit the remote access solution proposal together with detailed architecture design and breakdown components, one-off / on-going costs and setup lead-time information, as well as the on-going support and maintenance model in details.

Contractual Consideration

Contract should include all requirements from this CFT. Although the contract period is 12 + 48 months, in case the re-tendering process did not complete at the end of the current contract, HKIRC reserves the right to extend the current contracts for another 2 months, with the same terms and conditions. Also, if for any reason the contract is to be terminated before the completion of the contract period, the initiating party should give a 2-month notice in advance of the early termination date.

All vendors should propose for as many parts of the scope in the CFT as possible. HKIRC reserve the right to take up any part or parts of the each tender.

5. Limitation of Liability and Indemnity

The company submitting the tender agrees that if the company becomes the Contractor of the Project, it shall indemnify HKIRC and HKIRC against any claim, demand, loss, damage, cost, expense or liability which the company may suffer from.

Service Level Agreement (SLA), Service Credits and Contract Termination

All service provided by the Service Provider shall size and scaled to meet the agreed SLA. All equipment shall have redundancy to provide maximum uptime and service. All planned maintenance shall be notified and agreed with HKIRC four weeks in advance.

In case of the Service Provider's service level does not meet with the proposed SLA, the Service Provider shall, as part of the SLA, include a Service Credit scheme for compensation for the service which did not meet the SLA. Service Provider may propose detail scheme during the contractual negotiation stage, but will need to outline the proposed scheme within the tender for HKIRC to evaluate.

HKIRC also reserves the right to terminate the contract based on a "3-strike" principle; the Service Provider shall not break the SLA for more than three times per year. HKIRC also reserves the right to terminate the service if the service provided:

- Causes disruption and/or losses to HKIRC business and operation
- Causes service downtime without notices

Also, either party could terminate the contract, with 2-month notice, after 12th month of the contract.

Service Level Report and Review Meeting

Please provide a list of typical reports and their sample for daily and monthly reports, trend analysis report etc.

Bi-monthly service review meetings should be arranged. The purpose of these is to:

Review the overall service level compliance
Technical review for the overall service performance

Service Location

The Services shall be provided in Hong Kong. The deliverables shall be delivered to the HKIRC's Data Centers and Office.

6. Information Security

The company submitting the proposal ("the company") shall acknowledge and agree that, if the company is selected as the Contractor, it shall be bounded by our Non-Disclosure Agreement (NDA) and Information Security Policy (highlights of the policies are illustrated in Appendix D). The company shall also comply with the obligations under the Personal Data (Privacy) Ordinance and any other obligations in relation to personal data.

The company shall be provided with a set of NDA after HKIRC received the company's Expression-of-Interest before the stipulated time. The NDA shall be signed and returned to HKIRC before the scheduled deadline. HKIRC will only consider proposals from companies which have signed the NDA.

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

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

7. Project Acceptance

The overall project acceptance can be broken down into acceptances at various levels:-

- Completed the Setup for the SIEM and integration with HKIRC systems.
- On-boarding fort the 7X24 SOC – SOC with IR response service
- Confirmation of the UAT by HKIRC

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 quotation 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 the HKIRC a duly signed warranty 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

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.

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).

Declaration of ethical commitment

(F) The Contractor shall submit a signed declaration in a form (see Appendix B) 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

	Project schedule Tasks	To be Completed by	Remark
1	Publish of RFP	14/Jul/2023	
2	Expression of interest	19/Jul/2023	
3	Sign NDA and InfoSec Compliance Statement with all interested vendors	21/Jul/2023	
4	Deadline for vendors to submit proposal and quotation with Warranty Letter	31/Jul/2023 5:30pm	
5	Conclude final decision and appoint the vendor	31/Aug/2023	
6	Prepare contract and service agreement	12/Sep/2023	
7	Sign contract and service agreement with the appointed vendor	14/Sep/2023	
8	System implementation	03/Nov/2023	
9	Training	15 /Nov/2023	
10	Nursing Period complete	15/Dec /2023	
11	Project complete with deliverables	19/Dec/2023	

12. Payment Schedule

The following payment schedule is recommended but interested vendors may propose their own in their tenders.

After the signed NDA, standard procurement agreement will disclose to bidder .
More detail payment terms and subject to the agreement.

	Item	Expected duration	Payment
1	SOC service	12 months	Monthly charge
2	SIEM platform with Threat Intelligence	6 weeks	One time setup charge

13. Elements of a Strong Tender

All submitted tender must follow the format as stated in Appendix C - 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
- international recognize certification for quality assurance
- 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

14. Service Agreement Negotiation and Signature

The service agreement will be drawn up between the selected vendor and HKIRC, the wholly-owned subsidiary of 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.

15. HKIRC Contacts

HKIRC Contacts information

Contacts	
Hong Kong Internet Registration Corporation Limited Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong +852 23192303 – telephone +852 23192626 – fax http://www.hkirc.hk If you are not sure about the appropriate person to call, the receptionist can help you.	**IT Infrastructure Manager** James Ma +852 23193819 james.ma@hkirc.hk **Head of IT** Ben Lee +852 23193811 ben.lee@hkirc.hk

16 Service Agreement

Please refer to Appendix E our standard service agreement ,if any adjustment please include to your proposal.

Appendix A – 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 Data Centre Relocation, Colocation Service and Internet Service:

(i) it has not communicated and will not communicate to any person other than the 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, the HKIRC shall be entitled to, without compensation to any person or liability on the part of the HKIRC :

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

(3) The Tenderer shall indemnify and keep indemnified the 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 quotation 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 bidder to the 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 B – 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)

Proposal requirements	
Submission deadline	Please refer to Section 11 - Schedule, item no. 4 for the proposal submission deadline.
Hard copies	No Hard Copy is required
Electronic copy	Electronic copy is mandatory. It shall be sent by email to **cherry.lam@hkirc.hk** and **alvin.yip@hkirc.hk**; also cc ben.lee@hkirc.hk and james.ma@hkirc.hk
Proposal format	Specified in this document
Page count	40 pages or fewer
Font	Electronically published or typed. Times New Roman 12 point font.

Appendix C – HKIRC Proposal Requirements

Proposal requirements	
Submission deadline	Please refer to Section 11 - Schedule, item no. 4 for the proposal submission deadline.
Hard copies	No Hard Copy is required
Electronic copy	Electronic copy is mandatory. It shall be sent by email to **cherry.lam@hkirc.hk** and **alvin.yip@hkirc.hk**; also cc ben.lee@hkirc.hk and kelvin.ng@hkirc.hk.
Proposal format	Specified in this document
Page count	40 pages or fewer
Font	Electronically published or typed. Times New Roman 12 point font.

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
- Commercial and Payment Terms. e.g. Compensation for delay.

Cover Page

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

Cover Page		
Project Title		
		HKIRC SOC and SIEM
Project Manager	Name:	
	Title:	
	Mailing address:	
	Phone:	
	Fax:	
	Email:	
Company	Contact person:	
	Title:	
	Company name:	
	Mailing address:	
	Phone:	
	Fax:	
	Email:	
	Website:	

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

Conflict of Interest Declaration

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

Company Background

- 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.

Methodology

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

Project Management Methodology

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

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.

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.

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.

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. 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.

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.

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 D – HKIRC Information Security Policy

An Extract Relevant to Outsourcing

This document provides an extract of the HKIRC Information Security Policy (the "Policy") with the purposes of (a) introducing various measures and controls to be executed by HKIRC regarding outsourcing, and (b) setting the expectation of any potential contractors that their participation and conformance in these measures and controls are essential contractual obligations.
The original Policy applies to HKIRC's employees, contractors, and third-party users. However, a potential contractor may interpret the clauses up to their roles and responsibilities only. Nonetheless, the keyword "Contractors" hereby refer to all relevant staff of the contractor and of any other subcontractors under the contractor's purview. Herein, HKIRC would also set the expectation of any potential contractors that upon their indication of interest to the project, they shall be required in the subsequent stages to sign off a non-disclosure agreement ("NDA") on all information to be provided.

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HUMAN RESOURCES SECURITY

- 7.1PRIOR TO EMPLOYMENT
-
    - **Security objective:** To ensure that employees, contractors and third-party users understand their responsibilities, and are suitable for the roles they are considered for, and to reduce the risk of theft, fraud or misuse of facilities.
- 7.1.1 Security roles and responsibilities of employees, contractors and third-party users shall be defined and documented in accordance with the Organization's information security policy.
- 7.1.2 Background verification checks on all candidates for employment, contractors, and third-party users shall be carried out in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be accessed, and the perceived risks.
- 7.1.3 As part of their contractual obligation, employees, contractors and third-party users shall agree and sign the terms and conditions of their employment contract, which shall state their and the

Organization’s responsibilities for information security.

- 7.2 DURING EMPLOYMENT
  - **Security objective**: To ensure that all employees, contractors and third-party users are aware of information security threats and concerns, their responsibilities and liabilities, and are equipped to support organizational security policy in the course of their normal work, and to reduce the risk of human error.
- 7.2.1 Management shall require employees, contractors and third-party users to apply security in accordance with established policies and procedures of the Organization.
- 7.2.2 All employees of the Organization and, where relevant, contractors and third-party users shall receive appropriate awareness training and regular updates in organizational policies and procedures, as relevant for their job function.

Appendix E - SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made on this day of 202

Between

(1) **Hong Kong Internet Registration Corporation Limited** of Unit 501, Level 5, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong ("**HKIRC**"); and

(2) [●] of [●] (the **"Service Provider"**).

It is hereby agreed as follows:

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

Business Day: a day, other than a Saturday, Sunday or public holiday in Hong Kong, when banks in Hong Kong are generally open for business.

Charges: the sums payable for the Services, as set out in Schedule 3.

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Service Provider to HKIRC as specified in Schedule 2 Schedule 1 and any other documents, products and materials provided by the Service Provider to HKIRC in relation to the Services.

HKIRC Materials: all documents, information, items and materials in any form (whether owned by HKIRC or a third party), which are provided by HKIRC to the Service Provider in connection with the Services.

Key Personnel: the individuals identified as key personnel in Schedule 2, or any replacement individuals appointed by HKIRC.

Intellectual Property Rights: all intellectual property rights, including but not limited to:

(a) patents, registered and unregistered trade marks and service marks, business names, domain names, copyright, rights in designs, rights in inventions, and database rights (in each case whether or not registered);

(b) applications for any of the rights in (a) above, together with the right to apply for registration of such rights; and

(c) know how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

together with any rights or types of protection of the same, or of a similar, nature to those listed in (a), (b) or (c) which may subsist anywhere in the world.

Services: the services set out in Schedule 2, including services which are incidental or ancillary to such services.

1.2 Clause, paragraphs and Schedule headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to writing or written includes fax and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 In the event there is any conflict or inconsistency among the terms of this Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence shall be as follows: Clauses 1 to 8 of this Agreement, Schedule 1, Schedule 4, Schedule 2, and Schedule 3.

1.11 In addition to the paragraphs set out in paragraph 8.2 of Schedule 1, the following clauses shall continue in force despite termination of this Agreement: Clause 1 of this Agreement (Interpretation), Clause 7 (Governing law) and Clause 8 (Jurisdiction).

2. Services

2.1 The Service Provider shall provide the Services and the Deliverables subject to the terms and conditions of this Agreement (including but not limited to the standard terms and conditions set out under Schedule 1).

3. Charges and payment

3.1 In consideration of the provision of the Services by the Service Provider, HKIRC shall pay the Charges in accordance with the terms of this Agreement.

3.2 The Service Provider shall invoice HKIRC for the Charges at the intervals specified by HKIRC. If no intervals are specified, the Service Provider shall invoice HKIRC after the completion of the Services and provision of the Deliverables.

3.3 HKIRC shall pay each invoice properly submitted to it in accordance with this Agreement by the Service Provider within 30 Business Days of receipt to a bank account nominated in writing by the Service Provider, unless such invoice is disputed by HKIRC in good faith.

3.4 HKIRC may, at any time, without notice to the Service Provider, set off any liability of the Service Provider to HKIRC against any liability of HKIRC to the Service Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by HKIRC of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

4. Entire agreement

4.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

4.2 The Service Provider acknowledges that in entering into this Agreement, it has not relied on any representation, promise or undertaking (whether oral or in writing) except such as are expressly incorporated into this Agreement.

5. Variation

5.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6. Counterparts

6.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7. **Governing law**

7.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Hong Kong.

8. **Jurisdiction**

8.1 Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

[*The remainder of this page is intentionally left blank*]

Schedule 1

Standard Terms and Conditions of Services

1. Service Provider's responsibilities

1.1 The Service Provider shall:

(a) ensure that the Services and Deliverables will conform in all respects with Schedule 2 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Service Provider by HKIRC;

(b) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Service Provider's industry, profession or trade;

(c) devote as much time, effort, resources and attention as may be necessary or requisite to diligently, professionally and expertly perform and discharge all such Services, all in accordance with HKIRC's standards and requirements;

(d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

(e) co-operate with HKIRC in all matters relating to the Services;

(f) hold all HKIRC Materials in safe custody at its own risk and maintain HKIRC Materials in good condition until returned to HKIRC, and not dispose of or use HKIRC Materials other than in accordance with HKIRC's written instructions or authorisations;

(g) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Service Provider to fulfil its obligations under this Agreement;

(h) use the Key Personnel as the person-in-charge in the provision of the Services;

(i) promptly inform HKIRC of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by HKIRC, provide a suitably qualified replacement for such individual;

(j) use its best endeavours not to make any changes to the Key Personnel throughout the term of this Agreement and obtain the prior written approval of HKIRC (such approval not to be unreasonably withheld or

delayed) to any replacements for such individuals;

(k) ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement;

(l) observe and comply with, and procure that its employees and agents observe and comply with:

(i) all directions of, or restrictions imposed by, HKIRC;

(ii) HKIRC's rules, regulations and policies; and

(iii) any applicable law and regulation affecting or relating to the provision of the Services or the Deliverables, or the business of HKIRC;

(m) not do or omit to do anything which may cause HKIRC to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

(n) promptly give to HKIRC all such information and reports as it may reasonably require in connection with the provision of the Services or the business of HKIRC.

2. Intellectual Property Rights

2.1 In relation to HKIRC Materials, HKIRC (or where applicable, such other existing owner of the relevant Intellectual Property Rights) shall retain ownership of all Intellectual Property Rights in HKIRC Materials.

2.2 In relation to the Deliverables:

(a) the Service Provider assigns to HKIRC, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;

(b) the Service Provider waives and shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under the Copyright Ordinance or any similar provisions of law in any jurisdiction;

(c) the Service Provider shall, promptly at HKIRC's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as HKIRC may from time to time require for the purpose of securing for HKIRC all right, title and interest in and to the Intellectual Property Rights assigned to HKIRC in accordance with paragraph 2.2(a) above.

2.3 For the avoidance of doubt, all rights, title and interests of any kind whatsoever in all operational data and

information, in both electronic and physical format, in connection with or as a result of the Services and all intellectual property rights therein, including, without limitation, all copyrights, all valid claims under patents (including but not limited to patent applications, continuations, continuations-in-part, divisions, renewals and extensions for inventions, utility models and designs), trademarks, trade names, service marks, domain names and other proprietary rights or applications and registrations thereof that pertain to the Services ("**Operational Data**") shall be exclusively owned by HKIRC, to the fullest extent permitted by law. The Service Provider expressly acknowledges and agrees that Service Provider shall not have, and shall not assert any right, title or interest, in whole or in part, in or to any of the Operational Data, or other intellectual or industrial property of HKIRC whatsoever.

2.4 The Service Provider:

(a) warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding HKIRC Materials) by HKIRC shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify and defend the Indemnified Parties in full against all liability, loss, damage, deficiency, action, judgment, cost, claim or expense of whatever kind (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnified Parties arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding HKIRC Materials).

3. Insurance

During the term of this Agreement, the Service Provider shall maintain in force, with a reputable insurance company, an appropriate insurance to cover the liabilities that may arise under or in connection with this Agreement and shall produce to HKIRC on request the insurance certificate giving details of cover.

4. Data protection

4.1 Both parties will comply with all applicable requirements of the Personal Data (Privacy) Ordinance and any other applicable law or regulation.

4.2 Without prejudice to the generality of paragraph 4.1, the Service Provider shall, in relation to any personal data processed in connection with the performance by the Service Provider of its obligations under this Agreement:

(a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

(b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(c) notify HKIRC without undue delay on becoming aware of a personal data breach;

(d) at the written direction of HKIRC, delete or return personal data and copies thereof to HKIRC;

(e) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 4 and allow for audits by HKIRC. The Service Provider shall provide HKIRC (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit;

(f) indemnify the Indemnified Parties against any loss or damage suffered by the Indemnified Parties in relation to any breach by the Service Provider of its obligations under this paragraph 4.

5. Confidentiality

5.1 All non-public, confidential or proprietary information of HKIRC ("**Confidential Information"**), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, registration information, pricing, discounts, or rebates, whether disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential and solely for the Service Provider's use in performing this Agreement and may not be disclosed, copied or used for any other purpose unless authorized by HKIRC in writing.

5.2 The Confidential Information may be disclosed:

(a) to the Service Provider's employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. The Service Provider shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with the obligations imposed under this paragraph 5 as if they were the Service Provider;

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 The Service Provider shall not through any failure to exercise due care and diligence, cause any unauthorized disclosure of the Confidential Information.

5.4 Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Service Provider's breach of this Agreement; (b) is obtained by the Service Provider's on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Service Provider can establish by documentary evidence as being in the Service Provider's possession prior to HKIRC's disclosure hereunder; or (d) was or is independently developed by the Service Provider without using any Confidential Information.

5.5 Upon HKIRC's request, the Service Provider shall promptly return all documents and other materials received from HKIRC.

6. **Force majeure**

6.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination; and

(e) any law or any action taken by a government or public authority with material effect on the performance of the obligations under this Agreement.

6.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the "**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

6.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving immediate written notice to the Affected Party.

7. Termination

7.1 Notwithstanding anything contrary in this Agreement, should the Services to be provided by the Service Provider be affected, hindered or delayed by any act or requirement of the Government of the People's Republic of China, the Government of the Hong Kong Special Administrative Region and/or the Government of the United States of America (which, for the avoidance of doubt, includes the act or requirement of any federal, state, municipal, provincial, local or other levels of governmental or regulatory entity), including but not limited to the imposition of sanctions, embargo, export or import restriction, quota or prohibition, arising out of any trade war or otherwise, HKIRC has the right to terminate, at its sole and absolute discretion, the Services and/or Agreement with immediate effect without any prior notice and without any liability or penalty under the circumstances.

7.2 Without affecting any other right or remedy available to it:

(a) HKIRC may terminate or suspend this Agreement with not less than 30 calendar days' written notice; and

(b) the Service Provider may terminate this Agreement with not less than 90 calendar days' written notice.

8. Consequences of termination

8.1 On termination of this Agreement, or if so requested by HKIRC earlier:

(a) the Service Provider shall immediately deliver to HKIRC all Deliverables whether or not then complete, and return all of HKIRC Materials, Confidential Information and Operational Data (if any). Until they have been delivered or returned, the Service Provider shall be solely responsible for the safe keeping of all Deliverables, HKIRC Materials, Confidential Information and Operational Data (if any) in its possession and will not use them for any purpose not connected with this Agreement;

(b) the Service Provider shall, if so requested by HKIRC, irretrievably destroy all copies of HKIRC Materials, Confidential Information and Operational Data in the custody of the Service Provider;

(c) the Service Provider shall, if so requested by HKIRC, provide all assistance reasonably required by HKIRC to facilitate the smooth transition of the Services to HKIRC or any replacement Service Provider appointed by it. Any associated cost shall be fully borne by the Service Provider.

8.2 Paragraphs 2, 5, 8, 9, 11, 13 and 15 shall continue in force despite termination of this Agreement.

8.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

8.4 Upon termination of this Agreement, the Service Provider shall be entitled to payment only in respect of Charges that are already considered to be due and payable under Schedule 3. Any deposit paid in excess of the aforementioned amount shall be returned forthwith to HKIRC.

9. Limitation of liability

9.1 To the maximum extent permitted under applicable law, HKIRC's total liability to the Service Provider shall not exceed the Charges required to be paid by HKIRC to the Service Provider under Schedule 3.

10. Representations and warranties

10.1 Each party represents and warrants that:-

(a) it is an entity duly incorporated, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite corporate or other power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement;

(b) all actions required to be taken by it to authorize the execution, delivery and performance of this Agreement by it have been properly taken, and this Agreement constitutes its valid, legal and binding obligation, enforceable against it in accordance with its terms, except as limited by bankruptcy and other similar laws affecting creditors' rights generally and limitations on the availability of equitable remedies; and

(c) no order has been made or petition presented or resolution passed for its winding up and no distress, execution or other process has been levied on any of its assets.

11. Indemnity

11.1 The Service Provider shall indemnify and defend HKIRC, HKIRC's members and affiliates, and any of their officers, directors, partners, agents, attorneys, employees and other independent

contractors (collectively, "**Indemnified Parties**"), and keep indemnified the Indemnified Parties and hold them harmless, against all and any liability, loss, damage, deficiency, action, judgment, cost, claim or expense of whatever kind (including reasonable legal fees, the costs of enforcing this paragraph, and the cost of pursuing any insurance provider) suffered or incurred by the Indemnified Parties as a result of the breach of this Agreement by the Service Provider, including in respect of any act, neglect or default on the part of the Service Provider or its employee or agent.

12. **Assignment and other dealings**

12.1 The Service Provider shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

12.2 HKIRC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

13. **Waiver**

13.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14. **Rights and remedies**

14.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. **Severance**

15.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

16. **No partnership or agency**

16.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Third party rights

17.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement.

Schedule 2

Services Details

1. **Services:** [To be inserted – list out the relevant service]

2. **[Service Levels and Acceptance criteria:** The service requirements and the service level agreement are enclosed in Schedule 4.**]**

3. **Key Personnel:**

4. **Deliverables:** [To be inserted – list out the relevant deliverables if any]

5. **Timetable:** [To be inserted]

Schedule 3

Charges and payment

1. **Charge:**

   [Fixed price:

   The total Charge for the Services (including all third party materials and services charges) is HK$[To be inserted].

   The abovementioned fixed price is calculated as follows: [Insert details, if any].]

2. **Payment terms:** [To be inserted]

Schedule 4

[Service Requirements and Service Level Agreement]

[To be inserted if appropriate]

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

HKIRC

SIGNED by)
for and on behalf of)
Hong Kong Internet Registration)
Corporation Limited)

THE SERVICE PROVIDER

SIGNED by)
for and on behalf of)
[Insert])