

香港特別行政區政府
政府資訊科技總監
辦公室



OFFICE OF THE
GOVERNMENT CHIEF INFORMATION OFFICER
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

本函檔號 Our Ref.: GCIO/C/5/2/28/1
來函檔號 Your Ref.: CB1/PL/PS
電話號碼 Tel. No.: 2810 3536
傳真 Fax No.: 3543 0399

香港中區
立法會道1號
立法會綜合大樓
公務員及資助機構員工事務委員會秘書
薛鳳鳴女士

薛女士：

公務員及資助機構員工事務委員會
在二零一三年六月三日會議上要求提供的資料

在二零一三年六月三日事務委員會會議上，當局承諾跟進委員提出的要求，就政府決策局／部門(下稱「局／部門」)使用中介公司僱員的情況提供補充資料。

2. 下文載列有關T合約員工服務的補充資料，以供委員參考：

(I) 由承辦商按不同僱用期連續僱用為各局／部門提供服務的「T合約員工」所佔的數目及比率(見議會事務部4在二零一三年六月七日發出的跟進行動一覽表第5(c)項)

有關承辦商持續僱用T合約員工在同一個局／部門提供服務的資料(截至二零一三年三月三十一日)載於附件A。

(II) 「T合約員工」簽署的保密承諾書範例(見議會事務部4在二零一三年六月七日發出的跟進行動一覽表第5(d)項)

政府有既定措施，防止T合約員工擅自披露機密／敏感資料。承辦商作為T合約員工的僱主，一旦屬下任何從事合約相關工作的員工違反保密規定，令政府蒙受損失或損害，承辦商便須承擔合約責任，向政府作出彌償。儘管承辦商須確保T合約員工明白保密責任，政府亦會定期透過承辦商向所有T合約員工傳閱有關的保安規例／通告，提醒他們須遵守保安規例／通告所載的規定，並須保護政府資料，不得擅自披露資料或令資料遺失。

此外，所有新調派到政府工作的T合約資訊科技人員均須簽署保密承諾書，承諾不會披露機密資料。承諾書範本(只有英文版本)載於**附件B**。

該份承諾書可讓政府按合約直接要求簽署承諾書的人士作出補償或補救。一旦有違反或擬違反承諾的情況，政府可得到補償或令有關人士作出補救，包括：取得禁制令禁止有關人士披露資料；有關人士因擅自披露資料令政府蒙受損失而須向政府作出賠償；以及發出命令，要求有關人士向政府交出包含機密資料的物品。

政府資訊科技總監



(羅肇嫻

代行)

二零一三年七月二十五日

聘用T合約員工
(截至2013年3月31日的情況)

持續服務年期

| 持續服務年期 | T合約員工人數 (以及在總數中所佔比例) | |
|-----------|-------------------------|---------------|
| 少於1年 | 432 | (21.9%) |
| 1年至少於3年 | 624 | (31.7%) |
| 3年至少於5年 | 269 | (13.6%) |
| 5年或以上 | 646 | (32.8%) |
| 總數 | 1971 | (100%) |

(註：持續服務年期是指T合約承辦商持續僱用T合約員工在同一個局／部門提供服務的年期)

DEED OF UNDERTAKING

[Date]

To:

- (1) [name of Contractor] (“**Contractor**”)
[address of Contractor]

and

- (2) The Government of the Hong Kong Special Administrative Region
as represented by [title of public officer] (“**Government**”)
[address]

Re: Contract for the Provision of Information Technology Contract Staff
Services to the Government

1. I have read a copy of clause 1.1 of Part I (Conditions of Tender), clause 18 of Part IV (Conditions of Contract) and Clauses 1 and 3 of Part VI (Specifications) of the Contract between the Contractor and the Government dated [date] (“**Contract**”) in relation to the provision of information technology contract staff services to the Government. Unless specified otherwise, terms and expressions defined for the purposes of the Contract have the same meanings when used in this Deed.
2. I hereby undertake, acknowledge and agree in favour of the Contractor and the Government jointly and severally the following duty of confidentiality:-
 - 2.1 that all Confidential Information as defined in Clause 6 of this Deed shall be treated as confidential; and
 - 2.2 that I shall not, during the continuance of this Deed or at any time thereafter, disclose to any person any Confidential Information.
3. I agree that in the event of any breach or threatened breach of the terms of this Deed money damages are unlikely to be a sufficient remedy and the Contractor and/or the Government shall be entitled, in the discretion of the Court, to an injunction to restrain the said breach or threatened breach in addition to and not in lieu of any other equitable or any legal relief including damages.

4. Each of the Government and the Contractor shall be entitled to enforce any or all of its rights under this Deed either alone or jointly with the other.
5. This Deed shall be governed by and construed according to the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Hong Kong.
6. “Confidential Information” means the information about the Government premises where the Service is to be rendered, all the materials, data and information concerning the dealings, transactions or affairs of the Government, and all the materials, data and information which may come to the Contractor’s, the Relevant Employees’, any other employees’, agents’ or sub-contractors’ knowledge in connection with, incidental to or in the course of carrying out of the Service, recommendations, or advice made, given or undertaken by the Contractor or the Relevant Employees, the Contractor’s agents’ or sub-contractors’ in connection with the performance of its obligations under the Contract, any other information and data which the Government considers secret, confidential or commercially sensitive.

IN WITNESS whereof this document has been duly executed as a Deed the day, month and year first above written.

SIGNED, SEALED and DELIVERED by)
[*name*])
in the presence of:-)

Name: [*name*]