

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
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25 July 2013

Ms Anita SIT
Clerk to Panel on Public Service
Legislative Complex
1 Legislative Council Road
Central, Hong Kong

Dear Ms Sit,

**Information Requested by the Panel on
Public Service on 3 June 2013**

At the Panel meeting on 3 June 2013, the Administration undertook to follow up on Members' request for supplementary information on the use of agency workers by government bureaux/departments.

2. The supplementary information related to T-contract staff services is provided below for Members' information –

- (I) Numbers and percentages of T-contract staff who have been continuously employed by contractors of different durations to provide service to bureaux/departments (B/Ds) (Item 5(c) of the List of Follow-up Actions issued by Council Business Division 4 dated 7 June 2013 refers)

Information on the continuous employment of T-contract staff by contractors in the same B/D, as at 31 March 2013, is provided at **Annex A**.

- (II) Sample of the confidentiality undertaking signed by T-contract staff (Item 5(d) of the List of Follow-up Actions issued by Council Business Division 4 dated 7 June 2013 refers)


There are established measures in the Government to guard against unauthorised disclosure of confidential/sensitive information by T-contract staff. As employers of the T-contract staff, the contractors

are themselves contractually liable to indemnify the Government for loss or damage sustained as a result of the breach of confidence by any of the contractor's staff engaged on work in connection with the contract. Whilst the contractors are obligated to ensure T-contract staff are aware of the duties of confidentiality, the Government also circulates, on a regular basis, the relevant security regulations/circulars to all T-contract staff through their contractors to remind the staff of their obligations to comply with the requirements in the security regulations/circulars and to protect Government information from unauthorised disclosure or loss.

Furthermore, all IT personnel newly-deployed to the Government under the T-contract are required to sign a confidentiality undertaking on non-disclosure of confidential information. A sample of the undertaking form is provided at **Annex B**.

The effect of the undertaking is that the Government will have a direct contractual remedy against the person signing the undertaking. The remedies that the Government may have in the event of a breach or proposed breach of the undertaking include: obtaining an injunction to restrain disclosures; compensation for loss suffered by the Government as a result of unauthorised disclosures; and orders requiring delivery up to the Government of items which comprise the confidential information.

Yours sincerely,

A handwritten signature in cursive script, appearing to read 'Cynthia LO', written in black ink.

(Ms Cynthia LO)

for Government Chief Information Officer

**Engagement of T-contract Staff
(Position as at 31.3.2013)**

Length of Continuous Service

| Length of continuous service | No. of T-contract Staff (and percentage to total) | |
|-------------------------------------|--|---------------|
| Less than 1 year | 432 | (21.9%) |
| 1 year to less than 3 years | 624 | (31.7%) |
| 3 years to less than 5 years | 269 | (13.6%) |
| 5 years or more | 646 | (32.8%) |
| Total | 1971 | (100%) |

(Note: length of continuous service refers to continuous employment of T-contract staff by T-contractors to provide service in the same bureau/department)

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*]