

22 March 2006.

Mr. Ronny Wong, SC, JP
Chairman
Independent Police Complaints Council
10/F First Pacific Bank Centre
56 Gloucester Road
Wanchai Hong Kong

Dear Mr. Wong,

Re: Submission to the IPCC regarding the Leakage of Secured Data

Thank you very much for responding through your Secretariat this morning. Although I would have preferred to meet you and the members of your Council and the investigative committee in person, nevertheless, I still welcome the opportunity to present our submission in writing.

Our request for a meeting in person remains before your Council makes any further comments about our Company.

Since we have no access to any transcripts of what was said by the officials of the IPCC, we like to point out that the following press statements attributed to IPCC are factually untrue and do not reflect the facts and the contracts, as outlined in our attached submission:

據警監會主席黃福鑫稱，二〇〇三至〇四年間，該會需要將過去十年間市民投訴警察的資料由光碟轉為數碼資料庫，工程外判予一家電腦承辦商接辦；電腦商為方便工作，將光碟帶回家中，以密碼將資料上載到互聯網的伺服器上，但卻誤以為下載資料也使用這一密碼，故沒有另行設定，結果資料被人下載，並在網上流傳，釀成市民個人資料外洩事件。

警監會四人專責小組的初步調查報告指出，電腦服務承辦商為警監會將資料作格式轉換時，將資料上載至互聯網伺服器上，但忘記設立密碼防止網民下載，令兩萬投訴人的個人資料，自〇三年起已在互聯網曝光。

警監會主席黃福鑫明首次披露令兩萬名投訴警察市民資料外洩的「真兇」，他指警監會服務承辦商 EDPS 電腦系統有限公司，涉私自將工作「判上判」給前僱員，終令市民私隱在網上曝光。…有人因為貪方便將資料上網。…但根據警監

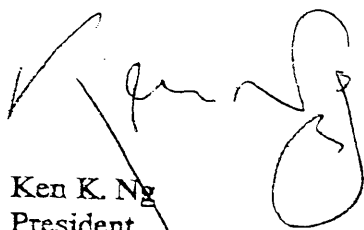
會的合約，EDPS 不能將工作判上判，事件涉及有人違反合約。該會副主席議員稱，合約已列明 EDPS 不能再外判，事件涉有人違反合約。

Furthermore, we would like to clarify who is/are the individual(s) in question in the following statement by Mr. Leung:

梁（家傑）昨接受港台節目訪問時說，小組調查報告仍未完成，是因為有關聯人物正尋求法律意見，不肯簽署詳細交代事件的口供紙。

I look forward to hearing from you and being heard by your investigative committee in person.

With Best Regards,



Ken K. Ng
President

Submission to
the Independent Police Complaints Council (IPCC)
Regarding the Leakage of Secured Data

22 March, 2006.

1. **Past Contracts between IPCC and EDPS**

In 1998, we were awarded the initial contract by IPCC for the “development of a new computer statistical system for the Independent Police Complaints Council” for a fee of \$95,000, a copy of which is attached herein as Attachment 1 (hereinafter referred to as the “Initial Contract”).

In 2001, we were awarded the second contract by IPCC for the “development of a computer programme for monitoring and verification of statistics on complaints against police” for a fee of \$79,000, a copy of which is attached herein as Attachment 2 (hereinafter referred to as the “Second Contract”).

In early 2004, we were asked by IPCC to provide “enhancement of computer system for Independent Police Complaints Council” for a fee of \$22,000. A copy of the letter-agreement is attached herein as Attachment 3 (hereinafter referred to as the “Enhancement Contract”).

Annual invoices have been issued by EDPS and paid by IPCC for maintenance services (hereinafter referred to as “Maintenance Services”). In Paragraph H of Annex 1 under the Second Contract, the Maintenance Services specifically cover the provision of advice on unexpected results and minor changes of screen and report formats. There were certain features from the original programs under the Initial Contract that were migrated to the programs under the Second Contract, before the programs in the Initial Contract were scrapped in 2002. The Maintenance Services included these migrated programming features.

All contracts and Maintenance Services have been smoothly and successfully implemented until the leakage of secured data in question.

2. **The secured data in question and the related work done by EDPS**

The secured data in question was the subject of the Enhancement Contract and the Maintenance Services. The Enhancement Contract covered program modifications, data conversion and user acceptance, all of which were completed and accepted by IPCC.

3. **The issue of subcontracting**

A key issue in the media reports concerns the use of third-party manpower. We would like to simply point out the following:

- (1) Contrary to the media reports, none of the above contracts contain any prohibition against assignment, third-party manpower, or subcontracting nor is there a requirement for notification to IPCC of such.
- (2) Within the IT industry, using third-party manpower (known as "outsourcing") by any contractor, big or small, is a widely recognized and accepted practice. Indeed, EDPS often supplies third-party manpower to some of the largest multi-national contractors to fulfil their government contracts.

In this case, EDPS is the contractor and is responsible for the activities of the third-party manpower it employs.

- (3) Even for the smallest projects from the government or corporations, any restrictions on assignment, third-party manpower, subcontracting or any requirement to notify would be specifically spelled out.

Examples of the above are ample and readily available. Subject to the consent of the contracting parties, we are willing to provide sample contracts to substantiate points (2) and (3) above.

Regardless of the above, the issue of outsourcing, assignment, third-party manpower, subcontracting or notification is not a contributing factor to the leakage of secured data as you will see in the subsequent paragraphs. The pursuance of such relating to the leakage by the Investigative Committee can simply be described as a wild goose chase or a red herring.

4. **How did EDPS come into possession of the secured data?**

As part of the development and testing process, a testing environment was established and test data was requested from the IPCC. Testing environment, as the term suggests, is not necessarily free from programming bugs or security shortcomings. That is why testing data are normally computer-generated "dummy data" or "sanitized".

In this incident, unbeknown to us, the secured data was copied by an IPCC staff onto a CD which was left at the IPCC reception for our worker to pick up. There were no safeguards or warning whatsoever accompanying the CD, nor were there any requirements for acknowledgement of receipt by our worker or undertaking from us to handle such data with care. This CD was taken back to our worker's office and copied onto the testing computer as test data.

In nearly 30 years of serving the Hong Kong government, EDPS has never

been provided with secured data in such a fashion and it is certainly not in line with the guidelines or common practices of the government OGCIO or the IT industry in general.

A general principle is that data and information are provided to the contractors by the government on a "need-to-know" basis. In this case, we certainly have no "need to know" the secured data and did not suspect that we were given data of such a sensitive nature.

5. **Did the secured data leak through any of the contracted programs or services provided by EDPS?**

After the programming and testing phase of the Enhancement Contract, the programming codes were delivered to IPCC and the IPCC database was converted on-site at the IPCC premise. As far as EDPS is concerned, no live data was ever taken outside of the IPCC or made accessible to the public. In the production environment with the live data, no leakage whatsoever took place.

6. **Did EDPS knowingly or carelessly handle the secured data, and in the process, cause the leakage?**

EDPS was never aware of the secured nature of the data in our possession. Otherwise, we would have simply returned the data to IPCC and requested another set of test data. Once again, EDPS had no "need to know" these secured data.

7. **Why did the test data remain in our possession?**

The data is supposed to be data for testing purpose only. The only remaining ongoing service is for us to provide to IPCC the Maintenance Services covering the provision of advice on unexpected results and minor changes of screen and report formats, as stated in Paragraph H of Annex 1 under the Second Contract. In this case, we do need to retain the test data to perform any testing of programming changes required from time to time under the Maintenance Services.

8. **What happened and what is the cause of the leakage?**

The way of the test data was stored, as we now know, has been compromised by a combination of numerous system tools, search engines, and the Internet, even though the test data was stored in a private server, which was used only for testing and internal purposes, protected by user-id and password and accessible by only a few technicians. This problem is of a technical nature and is contained entirely within the testing environment. It can easily be remedied without serious consequences if indeed the data in question is the test data as it should be.

We categorically state that within the intended and proper use of the contracted programs and services supplied by EDPS in accordance with the

contracts between IPCC and EDPS, there was no leakage of secured and sensitive data.

For almost 30 years, EDPS has provided services to many government departments including the Police and the ICAC and there has never been any security breach.

The cause of the present leakage is simply that the secured data was placed outside of the control of IPCC and unnecessarily into the testing environment without any warning or notification to the contractor and the necessary control procedures.

In the circumstance, EDPS cannot be held responsible for the leakage.

9. **How similar incidents can be avoided in future?**

We respectfully submit that the IPCC and the public interests will be best served if IPCC will implement the following to avoid a repeat of this most unfortunate incident:

- (a) In any IT projects in the future, no live data should be released off-site. If live data are needed to be used in any part of the process, such work shall be done by the contractor at the IPCC premise and under IPCC supervision. Notification to, and acknowledgement by, the contractor should be made whenever the contractor is given any sensitive information or data.
- (b) Test data must be computer-generated "dummy data" or if necessary, sanitized data. No live data should ever be released for testing purpose again.
- (c) Contracts involving such sensitive data must include the necessary contractual safeguards, such as non-disclosure, undertakings, or even provisions to conduct background checks on anyone coming into contacts with such data.

10. **The Media Reports**

The media articles attached as Attachment 4 quoted members of your Council making extremely damaging statements against our Company and calling for the striking-off of our Company from the government supplier list. These are serious matters with major impact on our professional reputation and our business. The details contained in these media reports deviate significantly from, and do not reflect, the facts and the contracts.

We treasure our relationship with the Council and would like to resolve this matter in an amicable fashion. We are sure that you will understand we have no choice but to spare no effort in clearing our name and we appreciate if you will kindly consider the facts and assist us in this matter.

Appendix 1

投訴警方獨立監察委員會

秘書處：香港灣仔告士打道 56 號
第一太平銀行中心 10 樓



INDEPENDENT POLICE COMPLAINTS COUNCIL

SECRETARIAT: 10/F, First Pacific Bank Centre,
56 Gloucester Road,
Wan Chai, Hong Kong

本處檔案 Our Ref.: (18) in IPCC 8/07 II

本函檔案 Your Ref.:

電話 Tel.: 2862 8338

圖文傳真 Fax: 2525 8042

24 December 1998

General Manager & Director
EDPS Systems Ltd.
5/F, Ming Tak Commercial Building
101 Wan Chai Road
Hong Kong

Dear ,

**Development of a New Computer Statistical System
for the Independent Police Complaints Council**

Thank you for your proposal and quotation for the development of the new IPCC computer statistical system.

This is to confirm acceptance of your proposal, which is copied at Annex I, at a total cost of \$. Details of the job are as follows :-

- Description : Development of a new computer statistical system for the Independent Police Complaints Council in accordance with the details as given in your proposal attached at Annex I.
- Place of Delivery : 10/F, First Pacific Bank Centre, 56 Gloucester Road, Wan Chai, Hong Kong.
- Date of Completion : Within 8 weeks from the date of acceptance of offer.
- Ownership : The finished deliverable should be owned by the Government of the Hong Kong Special Administrative Region, People's Republic of China.

Payment : Full payment will be made upon completion
Terms of the User Acceptance Test.

Warranty : Six months warranty period with effect from the
date of confirmation of acceptance of the
system.


Year 2000 : The new system should be Year 2000
compliant.

Compliance

The relevant service order (G.F. 220) No. D006149, attached at Annex II, is forwarded for your reference and necessary action.

Please return the duplicate copy of this letter with your company chop and original authorized signature to the Independent Police Complaints Council Secretariat. This will become a binding contract for the sale and purchase of services between EDPS Systems Ltd and the Independent Police Complaints Council Secretariat.

Yours faithfully,



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Secretary
Independent Police Complaints Council

PROPOSAL
OF
DEVELOPMENT OF A NEW COMPUTER STATISTICAL SYSTEM
FOR
THE INDEPENDENT POLICE COMPLAINTS COUNCIL
OF
HKSAR

Prepared by : EDPS Systems Ltd.

Date : October 1998

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1. Executive Summary

EDPS Systems Ltd. is pleased to present to the Independent Police Complaints Council (IPCC) of HKSAR this response on the development of a new computer statistical system.

The new system is to replace the existing computer system to manage the statistical data and information of all complaint cases made against the police by the public.

This project requires the development and more the subsequent on-going maintenance and support. We feel that a professional team in a highly stable company is the major criteria for the user to select.

EDPS has been in operation in Hong Kong since 1974 and currently provides more than 170 contract staffs to Hong Kong Government as well as undertaking application turnkey projects in government, commercial and manufacturing sectors. In recent years, we have implemented several systems for the Hong Kong Government as well as undertaking maintenance/support works for other application systems. The details of which can be found in Section 3 of this proposal.

The one-off development and implementation charge which includes 6-months warranty after acceptance is HK\$. Optional annual maintenance after warranty period is HK\$

2. Company Background

2.1 Introduction

EDPS Systems Ltd was established in December 1974 by a group of computer specialists whose aims were to maximize work efficiency through the use of effective computer application. We started out as a system house and service bureau with only a workforce of 10 qualified computer personnels. Since then EDPS grew steadily and today we employ approximately 200 computer professionals supported by a strong team of project managers, system analysts, programmers and technical support experts. Our major business emphases are in the areas of government, finance, banking, utilities, etc.

From as early as 1977, EDPS has been one of the major suppliers of contract manpower to the Hong Kong Government and large corporations. Our company's commitment to serving the IT industry can be measured by the breadth of projects we have undertaken.

Our installation history and present project profiles underline a strong professional workforce in supporting the mainframe, mid-range and PC/networking application systems. We have many successful implementations both in government, commercial and manufacture sectors.

2.2 Services

EDPS' traditional as well as on-going business is to provide information systems and services to selected markets where we are confident of retaining or achieving a true leadership position. These services include turnkey systems, software development, contract staff and standard package support.

a) Turnkey systems

Our turnkey system services consists of :

- consultancy
- hardware selection
- software development
- implementation
- review and enhancement

b) Software Development

EDPS provides system feasibility study, system design and even handle the implementation for the user. Only after the system is thoroughly tested and accepted by the user, we then hand the system over to the user.

Besides, we offer software services in a flexible combination comprising project management, system design and implementation. That means the user has the option of providing the project managers and system analysts, while EDPS arranges the programmers. Alternatively, the user can provide the programmers and we supply the system analysts.

Such flexibility is usually required by organisation with multiple projects to be implemented in a time frame that their regular technical staff cannot meet.

c) Contract Staff

Secondment of project managers, system analysts, programmers, etc. for a contracted period can be hired at a fixed rate. During that time, the users have completed discretion regarding staff schedules.

This service relieves the user of immediate work load pressure but still keep the whole project under the user control and head-count within budget.

Our staffs have good experiences in market commonly used softwares and hardware platforms such as :-

RDBMS - Oracle, Sybase, Informix, Ingres, DB2, etc.

Hardware and Operating System - IBM/MVS, Unix, VAX/VMS,
DOS, Networking, Window, etc.

GUI tools - Powerbuilder, Visual basic, Foxpro, etc.

Our staffs are trained not only to be efficient in their jobs, they are pleasant and helpful in assisting the users to coordinate and organize all aspects of development and implementation of computer applications. This attitude towards quality and professional service is very much in line with EDPS philosophy - "Committed to Excellence".

d) Package Support

EDPS has developed two sophisticated packages in garment and insurance industries to help these companies to increase productivity and efficiency and in turn churn out more profits.

Modification of the package to suit individual client's requirements is allowed and on-going support of our package to users is guaranteed.

3. Reference User Site

The following are some of the recent systems that we had developed and implemented for the HKSAR.

a) Name of User :

Contact Person :

Tel :

Application :

Hardware/Software : HP9000
Oracle RDBMS & Tools;
Focus

Note : 1. The CPIS was originally developed and implemented in VAX/Oracle by EDPS in 1991.

2. It was then migrated to HP/Oracle in 1997 by EDPS.

3. It is under migration to comply with Year 2000 problem recently.

4. Maintenance support service provided since 1991.

b) Name of User :

Contact Person :

Application :

Hardware/Software : 6 stand-alone PCs
Data is transferred between
PCs by Cross-Talk
Dbase IV is used

- Note :
1. The TRADS was originally developed and implemented by EDPS in 1991.
 2. It was migrated to Year 2000 compliance in early 98.
 3. Maintenance support service provided since 1991.

c) Name of User :
Contact Person :
Application :
Hardware/Software : HP 9000
Oracle RDBMS & tools.

d) Name of User :
Contact Person :

Application :

Hardware/Software : PC
Foxpro

4. Proposed System

. Customised Application Software

The proposed new system is a stand-alone system containing functions and reports as per User Request dated Sept 30, 98 (Ref. (5) in/PCC 8107 II). The new system would be developed by using Visual Foxpro 5.0 running under English or Chinese Windows 95 or above.

. Approach for System Development

Prototyping development would be employed for system development. EDPS would produce a prototype for each screen for users to comment.

. Data Conversion

EDPS would provide data conversion programs to IPCC to convert as much data as possible from the old system to new system. In case data cannot be converted electronically or the volume of data to be converted is very minimal, it may require user to input data to the new system.

. User Training and Documentation

Two half-day sessions to train up the user to operate the system will be provided. EDPS will also prepare and deliver to IPCC a User Manual as a reference guide.

Hardware and Software Configurations for the new System

Hardware

A Pentium 586 PC with 166mhz CPU, 32MB RAM or above, 20MB storage is required for system software and at least 100MB storage for data.

Software

The new system is to be run under Windows 95 or above. Visual Foxpro will be used in this project and IPCC shall purchase the license at IPCC's cost.

Maintenance Services

EDPS provides maintenance services after the application software has been successfully installed and accepted by user.

Maintenance Services include :

- Advice on system and application operation,
- Debugging of application errors,
- Telephone Hotline Support,
- Emergency On-site Service,
- Software updates through the mail.

IPCC is required to have a PC Anywhere software together with the modem for remote support by EDPS.

Six months warranty period after system acceptance is included. After the warranty period, optional Maintenance Services is available at HK\$13,500 at the first year. Maintenance charge for subsequent years will be revised annually and agreed by both parties.

5. Implementation Schedule and Prices

5.1 Implementation Schedule

The schedule covers the study, design and analysis, programming, testing, installation, training of the systems.

- | | | |
|----|---------------------------------------|-----------|
| a) | System Study | (1 weeks) |
| b) | System Design and Analysis | (2 weeks) |
| c) | Programming | (3 weeks) |
| d) | Installation, testing and User Manual | (2 weeks) |

A total of 8 weeks is required.

5.2 Implementation Charge

The one-time implementation charge of this project which includes all services in Section 4 is HK\$.

Optional annual maintenance service is HK\$.

Additional services outside the scope of the proposed system will be charged according to the following rates : -

<u>Category</u>	<u>Daily Rate (HK\$)</u>
Project Manager	
System Analyst	
Analyst Programmer	

Prior approval by IPCC on the quotation of additional services will be req'd before any alternation/enhancement/modification starts.

Appendix 2

投訴警方獨立監察委員會

秘書處：香港灣仔告士打道 56 號
第一太平銀行中心 10 樓



INDEPENDENT POLICE COMPLAINTS COUNCIL

SECRETARIAT: 10/F, First Pacific Bank Centre,
56 Gloucester Road,
Wan Chai, Hong Kong

本處檔案 Our Ref.: (41) in IPCC/8/07 (III)

來函檔案 Your Ref.: 2862 8388

電話 Tel.: 2525 8042

圖文傳真 Fax: 2525 8042

電子郵件 E-mail: ipccenq@ipcc.gcn.gov.hk

4 May 2001

General Manager & Director
EDPS Systems Ltd.
5/F Ming Tak Commercial Building
101 Wanchai Road
Hong Kong

Dear I ,

**Development of a Computer Programme for Monitoring and Verification
of Statistics on Complaints Against the Police**

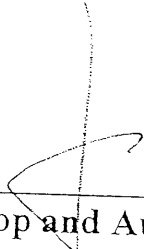
Thank you for your proposal and quotation for the development of a computer programme for monitoring and verification of statistics on complaints against the Police.

This is to confirm acceptance of your proposal, which is copied at Annex 1, at a total cost of \$. The general conditions of the contract are attached at Annex 2 for your reference. Please return the duplicate copy of this letter with your company chop and the original authorized signature to the Independent Police Complaints Council Secretariat. This will become a binding contract for the sale and purchase of services between EDPS Systems Ltd. and the Independent Police Complaints Council.

Yours sincerely,

for Secretary
Independent Police Complaints Council

Confirmed and Accepted by EDPS Systems Ltd.



Company Chop and Authorized signature

Name in Block Letter of Authorized Person:

Position of Authorized Person:

General Manager & Director

Date: May 8, 2001

PROPOSAL OF
COMPUTER SYSTEM FOR MONITORING AND VERIFICATION
OF STATISTICS ON COMPLAINTS AGAINST THE POLICE

A. Background

The Independent Police Complaints Council (IPCC) maintains a computerized statistical system to manage statistics on complaints against the Police. Likewise, Complaints Against Police Office (CAPO) has its own computer system to manage statistics of similar nature. Under the existing arrangement, as there are minor terminology and classification grouping differences in the respective computer system used by the IPCC and CAPO for keeping complaints statistics, considerable time is required for reconciling any discrepancies found.

B. Requirements

A new **Matching System** is needed for more efficient verification of the two sets of statistical data. CAPO will forward its own set of data in ASCII format to the IPCC periodically. The data will be loaded into the Matching System which is linked to the existing IPCC Statistical System. The **Matching System** will be run to identify discrepancies in the two sets of data. Upon completion of the matching process, a mismatch report will be prepared and the Secretariat staff will re-examine the mismatched cases for verification. Finally, the reconciled data will be incorporated into the IPCC Statistical System.

C. Recommendations

- ♦ Convert CAPO data
 - CAPO data must provide in text format with delimiter
 - Convert master tables
 - Convert complaint cases, complainee information and complainant information
- ♦ Update IPCC system master tables with converted CAPO data. (one time only)
- ♦ Convert cases from IPCC system (one time only)
 - eg. those codes from complaint case table must match with converted IPCC system master tables.
- ♦ Extract data from converted CAPO data and update to IPCC system only for the new cases.
- ♦ The **Matching System** would be developed using computer language of visual Foxpro 6.0 running, so the new system will be linked up with existing IPCC Statistical System.
- ♦ Print reports for references

D. Implementation Schedule

The schedule covers system study, design, specification, programming, testing, installation, training and other related tasks of the systems are as follows:

Tasks / Activities	Target Period
Clarification of user requirement	2 days
Detail design, analysis, and confirmation of all the input / output screens / reports	1 week
Programming and testing	5 weeks
User acceptance test	1 week
Training	1 day
Preparation of User Manual	2 days

A total of 8 weeks is required for development. Two additional weeks may be required for parallel run which depends on the results of the trial runs of all modules.

E. Manpower Allocations

Manpower Allocations

Tasks / Activities	System Analyst (man-days)	Programmer (man-days)
Clarification of User requirement	2	-
Details design & analysis	3	7
Programming and testing	3	21
Installation and User acceptance test	2.5	2
Training	1	1
Preparation of User Manual	0.5	1
Total	12	32

F. Charge

The on-off charge of the project is HK\$

G. System Requirements

The new system is proposed to be run under the following software and hardware

Software

- Windows 95 Operating System or above.

Hardware

- Pentium 586 166MHz with 64MB RAM or above. 20MB storage for system software and at least 300MB storage for data.

H. Services and Supports

Support and Maintenance Services

EDPS provides support and maintenance services after the software has been successfully installed.

Support and Maintenance Services include:

Clarification of system operations

- Provide advice on un-expected results
- Minor changes of screen and report formats

Medium of Services

- Telephone Support Hotline
- Emergency On-site Service
- Software updates through the mail

Six months of free Maintenance and Support Services are included in the project. After the 6-months period, optional Maintenance and Support Services are available at 15% of software price per year.

General Conditions of Contract

General Conditions in respect of the Provision of Services

1. Total Services and Variation

- (a) The Services to be performed under the Contract shall be as laid down in the programme specifications and shall be carried out to the satisfaction of the IPCC. All orders placed under the Contract shall be issued in writing and IPCC will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the programme specifications except as directed in writing by the IPCC; but the IPCC may, subject to the proviso hereinafter contained, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as they are applicable, as though the said variations were stated in the Tender Specifications.

2. Quality of Services

The Services to be provided shall be as specified in the programme specification at Annex 1.

3. Inspection and Acceptance

All Services performed in pursuance of the Contract shall be subject to inspection and shall not be deemed to have been accepted unless the IPCC shall so certify.

4. Rejections

- (a) Without prejudice to any statutory rights, the IPCC may reject any Services (or part thereof) which do not strictly conform to the programme specifications.

- (e) Within 24 hours of being notified in writing of the rejection of any Services, the Contractor shall be required to take the necessary action to rectify such rejected Services.

5. Default

If the Contractor shall fail to carry out all or any of the Services provided for in the Contract within the Contract period, the IPCC may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the IPCC for breach of Contract including but not limited to its right to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the Contract price.

Other General Conditions

6. Liability and Indemnities

- (a) The IPCC and its employees or agents shall not be under any liability whatsoever for or in respect of:

(i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the IPCC or any of its employees or agents or otherwise).

(ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of the IPCC or any of its employees or agents.

- (b) The Contractor shall indemnify the IPCC and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the IPCC or any of its employees or agents in respect of:

(i) any loss, damage, injury or death referred to in sub-clause(a) of this clause (save and except injury or death caused by the Negligence of IPCC or any of its employees or agents).

(ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.

- (c) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the IPCC.
- (d) For the purposes of this clause 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance.

7. Bankruptcy

The IPCC may at any time by notice in writing terminate the Contract without entitling the Contractor to any compensation in any of the following events:

- (a) If the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) If the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the IPCC.

8. Corrupt Gifts

- (a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance for the time being in force or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contracts, the IPCC may terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all losses and expenses necessarily incurred by the IPCC as the result of such termination of the Contract.

9. Publicity

The Contractor shall submit to the IPCC all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the IPCC's name is mentioned or language used from which a connection with the IPCC can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the IPCC.

10. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

Appendix 3

Our Ref. 2866/04

Jan 7, 2004

Independent Police Complaints Council
10/F First Pacific Bank Centre
56 Gloucester Road
Wanchai
HK

Dear ,

**Enhancement of Computer System for
Independent Police Complaints Council**

Thank you for your interest in EDPS' service. I am glad to quote the enhancements of the captioned system as below : -

1. Background

As the data structures of another system Complaints Against Police Office (CAPO) were changed, the IPCC needs to be modified in order to accept the data from CAPO.

2. Requirements

- Modify the conversion programs to convert system and master tables from CAPO,
- Key in the missing data such as the English and Chinese descriptions, modify the IPCC system to handle the new data structures of CAPO, and
- Convert and test the existing IPCC data with the new code tables.

3. Implementation Schedule

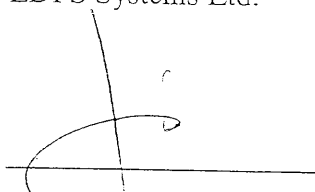
- Programs modification to be completed on Jan 12, 2004,
- Data conversion to be completed on Jan 15, 2004, and
- Completion of user acceptance test on Feb 15, 2004.

4. Charge

The charge for this enhancement is HK\$

Should you agree with this quotation, please sign below and return one copy of this letter as confirmation.

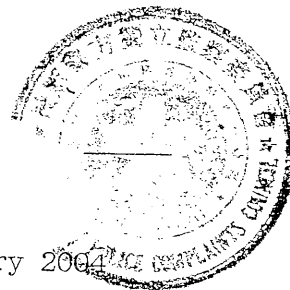
Yours faithfully,
EDPS Systems Ltd.



General Manager & Director

Accepted and Confirmed By
Independent Police Complaints Council

Name :
Designation :
Date : 7 January 2004



JP/sw

Appendix 4

EDPS承辦社署法援署合約

警監：泄密外判商政府應除名

【明報專訊】將2萬名投訴警察的市民資料外泄的「真兇」，原來是一間曾承辦社會福利署及法律援助署資訊系統更新工作的政府認可資訊科技分判商，該公司更涉嫌違反警監會合約，將工作「判上判」給前僱員，有人因為貪方便將資料上網，令市民私隱被公開。資訊科技界建議政府成立跨部門小組，評核政府內部及公營機構的資訊保安風險。

判上判公司貪方便將資料上網

警監會日前在立法會交代初步調查結果，揭露電腦合約承辦商EDPS，在警監會不知情下，將資料格式轉換工作外判給前僱員Kirren，後者為方便工作將資料上網，但根據警監會的合約，EDPS不能將工作判上判，事件涉及有人違反合約。EDPS是政府90間資訊科技服務分判商之一，曾在數年前承辦社署及法援署的資料系統更新工作。

警監會副主席梁傑傑要求政府盡快將EDPS供應商在名單中

除名，並於下周三與全體委員會開會時決定是否立即停用承辦商。但立法會資訊科技界議員單仲偕認為應先查證事件始末，再決定是否除名。政府資訊科技總監辦公室發言人表示，暫未知EDPS現正承辦多少政府合約，但會留意各部門與EDPS有關的工程。

議員促設小組評核資訊保安風險

單仲偕又批評，政府無妥善處理警監會泄密事件，監管各公營部門的資訊保安工作亦不足，警監會欠缺監管、承辦商

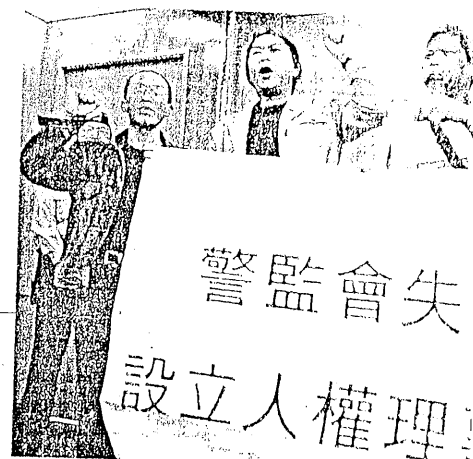
疏忽，雙方都有責任。香港互聯網協會主席莫乃光建議成立跨部門小組，半年內全面檢討政府整體資訊保安的情況。

對於承辦商是否要承擔賠償責任，梁家傑重申警監會責無旁貸，按條例所需要負起民事責任，他又坦言事件中可能不止一個人（警監會）要負責，但認為先要等待小組完成調查，再討論賠償問題。

梁昨接受港台節目訪問時說，小組調查報告仍未完成，是因為有關聯人物現正尋求法律意見，不肯簽署詳細交代事件的口供紙。他說，下周會商討是否向2萬名受影響市民發通知信，而被披露資料的警員，由於他們曾被市民投訴，警監會則考慮向警務處長發信。

→受事件影響的「關注私隱權利民間聯席」發言人劉山青（左一），昨與警監會主席黃福鑫會面。劉會後表示，已準備短期內向警監會提出民事訴訟，現只等待私隱專員介入調查及蒐證。他昨日與立法會議員梁國雄（左二）等，到警監會抗議。

（賴俊穎攝）



劉勵超：有地產商僅底價三成勾地

【明報專訊】地政總署署長劉勵超表示，現時勾地制度並沒有問題，過去半年沒有發展商成功勾地，並不代表地價過高，反而是發展商「出手過低」，部分申請甚至低到底價的三至四成，政府絕不能賤賣土地。

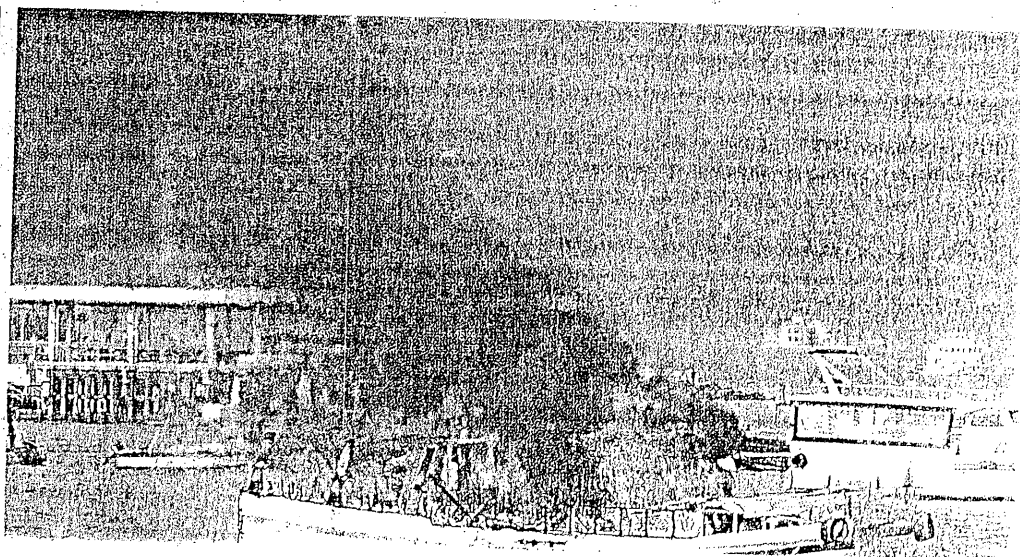
劉勵超昨出席電台節目時說，政府在新一年度的勾地皮中，推出11幅新住宅地皮。雖然有發展商將過去半年未能成功勾地，歸咎於政府的高地價政策，但他以反駁，過往部分發展商的出價「低得令人不相信」，「最低差不多只是我們估計的底價三至四成」。

他強調，土地是珍貴資源，作為土地的擁有者，政府絕不能夠隨意因應地產商的要求，而有求必應，賤賣土地。他又

重申，現有的勾地表制度沒有問題，政府亦不會恢復定期拍賣住宅用地。

住宅供應不會現斷層

劉勵超相信，現時興建中及已落成的單位有超過5萬個，發展商亦擁有一定的土地儲備，連同兩鐵及市建局的發展項目，即使沒有發展商勾地，住宅供應不會出現斷層，「大家不需要太過執著於『無人勾地了，無地即是無樓，無樓即是斷層』的說法，我覺得大家不需要這麼著意」。他又指，發展商會根據市場情況，釐定住宅售價，地價下降，不會直接導致樓價下跌。



挪用康文署19萬撥款

警監會 承辦商 涉違約判上判出事

伍健任董事 曾服務社署法援署

警監會電腦承辦商「判上判」導致資料外洩經過

資料外洩事件

【本報訊】警監會主席黃福鑫昨首次披露今兩萬名投訴警署市民資料外洩的「真兇」，他指警監會電腦服務承辦商 EDPS 電腦系統有限公司，涉私自將工作「判上判」給前僱員 Kiran Heung，終令市民私隱在網上曝光。EDPS 是政府認可資訊科技分判商，曾承辦社會福利署、法律援助署的資訊系統，有議員要求政府盡快檢查有關部門的電腦系統，及禁止該公司再競投政府合約。



1 警監會將電腦合約判給 EDPS 公司，公司接獲工作後，交由僱員 Kiran 負責，包括替警監會將投訴人資料作格式轉換

2 Kiran 其後離開 EDPS，但當公司私下將工作外判給他，沒通知警監會

3 Kiran 為方便工作，將投訴人資料上載至互聯網，沒設密碼防止下載，令兩萬名投訴人資料被網民發現及下載

EDPS 公司董事伍健，為本地球壇名人，現任足總董事。他昨接受查詢時表示，警監會調查資料外洩事件時，從沒找他作回應，「雖然突然問起我嘅有問題，真係好詭異」，他不肯證實有否承辦警監會工程。

黃福鑫昨在立法會資訊科技及廣播事務委員會會議表示，警監會將電腦維修合約判給 EDPS 後，一直由僱員 Kiran 負責。其後 Kiran 離開 EDPS，但 EDPS 私下將投訴人資料格式轉換工作，再「判上判」給 Kiran。警監會秘書長馮金梅芬強調：「EDPS 完全冇通知我發覺」。該會副主席梁家傑議員稱，合約上列明 EDPS 不能再外判，事件涉有人違反合約。

有一宗「極端個案」

Kiran 在 03 至 04 年間，為方便工作，將抄錄在光碟的投訴人姓名、住址、身份證號碼等資料上載互聯網，但沒設密碼防止網民下載，終令警監會共八個被投訴人，一千五百七十一個個案，逾兩萬名投訴人資

商罪科或控散播者

警監會投訴人名單已在網上流傳，更在 BT 網站出現。個人資料私隱專員吳斌已要求 newsgroup.com.hk 有限公司刪除檔案原種子。黃福鑫表示，警方商業罪案調查科正研究引用《刑事罪行條例》中「有犯罪或不誠實意圖散播謠言」的罪名，起訴故意在網上散播該名單的網民。另外，關注私隱權利民間聯席發言人劉山青正準備入稟向警監會索償。

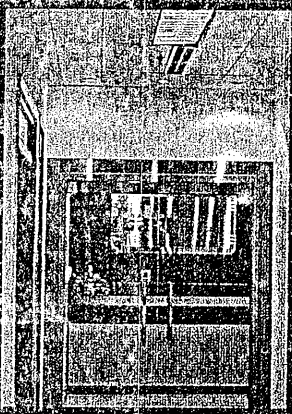
球壇名人曾與足總對簿

【本報訊】涉及外洩警監會投訴人資料的科技分判商 EDPS，其董事伍健在資訊科技界名氣不大，在本地球壇卻是赫赫有名。伍健現為本港甲組足球隊傑志的總領隊、香港足球總會董事。他早在八十年代已成為甲組賽球證，在球壇打滾多年，伍健一直新聞多多，曾入稟阻止足總將他「踢走」，○一年曾一度捲入藝人梁思浩被掌摑案。球證出身的伍健曾在加拿大工作，現擁有一間科技公司及一間展覽工程公司。在科技生意上，其公司 EDPS 因涉違約私自「判上判」，令兩萬名投訴警署市民的私隱在網上失守。營運球隊方面，伍健的成就也算是好壞參半。○四年他邀請意大利勁旅 AC 米蘭來港與傑志對賽，吸引一萬七千名球迷入場，最後傑志更爆冷以二比一擊敗強敵，但這場比賽賬面虧蝕二百萬元。

康寶駒嫡系人馬

伍健在球壇中是個具爭議的人物，他曾因不滿足總開除其會員身份，入稟高院要求足總執委會收回成命。伍健曾任足總副主席，被視為現任足總主席康寶駒嫡系人馬，○三年兩人拍檔，讓康寶駒成功保住足總主席和董事身份。

警監會資訊署互推責任



EDPS 公司是政府認可資訊科技分判商，承辦警監會電腦服務。

【本報訊】政府強調調查，結果變成互相卸責。立法會議員湯家驊昨指警監會簽署合約時，沒列明電腦承辦商要將資料保密，涉人為疏忽。但警監會主席黃福鑫依然「死撐」，推說草擬合約前，曾諮詢前資訊科技署（現為資訊科技總監辦公室）的意見。副政府資訊科技總監（營運）麥鴻松聞言即強調只就採購裝備問題給予意見。

湯家驊指，私隱條例規定處理個人資料要有適當保安措施，質疑警監會已達例。黃福鑫即時申明，警監會九八年已通知員工要採取行動保護機密資料，亦有高級秘書任資料保安主任，「合約拍板時，係由政府部門負責簽署。」

簽約職員正放長假

麥鴻松馬上反駁稱，政府早對各部門及公務員發出明確的資料保安指引，「標書係拒」（警監會秘書處）自己寫，呢個係部門咁管理責任。他並指一般部門只會外判設計程式工作，敏感資料不會經由外人處理。

黃福鑫其後轉移視線，說電腦承辦商明白要對事件負責，並已就此向警監會道歉。他又指負責簽約的警監會秘書處職員，亦已放長假及正尋求法律意見。議員劉志輝要求警監會邀請獨立人士重新徹查事件，釐清責任誰屬。