# Request for Proposal
# PR Retainer Services
## Aug 2015 – Jul 2018

***Proposal Due by***
***6 May 2015***
***(4:00 PM, HKTime)***

Hong Kong Internet Registration Corporation Limited

Unit 2002-2005, 20/F, FWD Financial Centre, 308 Des Voeux Road Central
Sheung Wan, Hong Kong
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## 2. Definitions

In this document,

"HKIRC" represents Hong Kong Internet Registration Corporation Limited. It is the company wishing to engage the selected organization to work in close collaboration with and in support of HKIRC in PR Retainer Services stated in this document.

"PR Retainer Services" means public relations consultancy services, public relations activities implementation and other requirements as stipulated in Section 6 of this document.

"Service Provider", means the company selected to provide the PR Retainer Services.

"Bidder", "Consultant", "Proposer" and "Tenderer" are used interchangeably in the preparation of this Request for Proposals (RFP).

"We" or "us" means HKIRC.

## 3. About HKIRC

Hong Kong Internet Registration Corporation Limited (HKIRC) is a non-profit-distributing, non-statutory company limited by guarantee designated by the Government of the HKSAR to undertake the administration of Internet domain names under the .hk and .香港 country code top level domain. HKIRC provides registration services for English domain names ending with .com.hk, .org.hk, .net.hk, .edu.hk, .gov.hk, .idv.hk, .hk and Chinese domain names ending with .公司.香港, .組織.香港, .網絡.香港, .教育.香港, .政府.香港, .個人.香港, .香港, and other domains to be introduced from time to time in Hong Kong.

HKIRC endeavors to be:

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

More information about HKIRC can be found on www.hkirc.hk.

## 4. Purpose of the Request for Proposal

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish a contract, through competitive negotiations, with a qualified PR retainer agency that can provide an effective, cost-efficient, and customized public relations program to promote .hk domain name to the Internet community.

The selected PR agency must be capable of, but not limited to, providing comprehensive on-going public relations consultancy services, ranging from strategic counsel on issues, to tactical implementation support on special event or ad-hoc publicity activities. All PR activities shall produce quantitative and qualitative measurable results for this PR project.

## 5. Background and PR Objectives

The goal of engaging the PR retainer is to increase and sustain the public awareness of .hk brand and HKIRC, as well as ultimately increasing the use of .hk and all of its related services, which include existing .hk domain name categories and new initiatives on Internet developments from time to time.

The PR retainer agency is expected to get more media coverage and connect with journalists' new ways, address reputation issues, raise, advise and measure each HKIRC marketing program/activity in order to maximise the desired outcomes. The PR retainer agency may engage in buzz marketing, large scale events that get visitors and media. The agency will be required to work with the Branding Service Provider appointed by HKIRC on some outreach activities or .hk branding initiatives.

The PR objectives are set out below. The PR agency should be able to formulate and pitch story ideas resulting in positive media coverage for HKIRC and .hk brand, inspiring business/online users to consider using of .hk for their online presence. Emphasis on each objective should be addressed in the bidder's proposal.

- To generate sustained and quality media coverage in target media
- To reinforce benefits of .hk and promote its related news services among target audience
- To extend reach to target groups including business, youth and general public
- To increase and sustain brand awareness of .hk/HKIRC to the local community

## 6. Scope of Work

HKIRC intends to seek for an external public relations consultant to provide consultancy service on a retainer basis. The PR agency needs to proactively develop and pitch HKIRC story ideas that reinforce the .hk brand on an ongoing basis, via meetings with media, news and feature releases, events, media outreach activities, etc. The scope of work may include but is not limited to:

(1) Media interviews / meetings / media presence at HKIRC programs: (Expected Deliverables: 16 per year)
   - To secure media opportunities and face-to-face meetings/luncheons by creating compelling story angles for promoting .hk brand forward as well as building good relationship with the media, also lining up media to cover HKIRC programs

(2) Case study and byline articles: (Expected Deliverables: 4 per year)
- To identify potential news stories and actively assist journalists with story development for tier 1 media as well as lining up media interviews or article placement/ case study for positive media coverage

(3) Media relations and office: (Deliverables: ongoing plus monthly coverage reports)
- To provide daily news monitoring services for coverage relating to HKIRC, .hk and other related players in the local domain name industry
- To recommend media format and target media groups that best reach the program's specific goals
- To provide a monthly PR report on activities and its coverage result

(4) Communications materials (statement, speech, press release, etc): (Expected Deliverables: 8 pieces per year)
- To produce and/or edit high quality printed and broadcasted communications materials that meet the public relations and outreach objectives

(5) Strategic counsel: (Deliverables: ongoing plus half year review reports)
- To develop and recommend PR strategies with compelling messaging for generating publicity, promotional or communications opportunities, involving traditional and online platforms/ partners
- To advise on strategy and approach in response to new opportunities, communication strategy and crisis outbreak

The bidder shall recommend and develop a "measurements of success" for PR campaign, such as an evaluation methodology for PR accomplishment report including but not limited to advertising equivalencies based on media placements and PR impressions.

*Please note* : After Award of the Contract, any changes to the terms of Contract, including any terms prescribed in this Scope of Work, may be made if and when necessary with the consent of both parties.

## 7. Fee Arrangements

The PR retainer agency should quote a flat monthly rate for the service.

To ensure mutual relationship starts off well, the method of billing, rates for additional deliverables, third-party costs, out-of-pocket expenses and markup/commission percentages, as well as payment terms and any interest charges for late payment should be fully detailed in the bidding proposal.

## 8. Service Period

The PR retainer agency will provide services to develop, implement and manage HKIRC's public relations program beginning 1 August 2015 through 31 July 2018; one-year extension will be made available at the discretion of HKIRC's, depending on the performance of the PR agency. The 3-year contract may be extended for one additional year period without going through another bidding process.

HKIRC reserves the right with no penalty to change the budget and services may be added or deleted as necessary.

## 9. Proposal Content Requirement & Submission

All proposals should be as thorough and detailed as possible so that the HKIRC's marketing team could evaluate bidder's capabilities in providing the required services. Each proposal shall include all of the following items:

(1) Cover Page and Table of Content
- Project Title: PR Retainer Services Aug 2015 – Jul 2018
- Company contact information including the Company name, registered address, contact person, his/her title, contact telephone number, fax number, email address, company website
- Project leader(s)' name, title, contact telephone number, personal fax number (if any), email address

(2) Executive Summary
- One-page executive summary is to briefly describe the bidder's proposal, highlighting the major features of your proposal. It must indicate any requirements that cannot be met by the bidder.

(3) General Company Background
- Major activities, financial situation, organizational structure, management team and achievements in PR and media relation services outsourcing of the company should be elaborated.

(4) Track records, client credentials and ideas
- Detailed descriptions of this item include:
  (1) Staff qualifications and experience:
  - Describe the qualifications and experience of all proposed staff and subcontractors (if any) in providing public relation services and media services

  (2) Media Outreach, PR and publicity programs:
  - Provide information on your firm's skills and capabilities in applying public relations, media outreach and communications principles and techniques to create a strong awareness of services in relation to Internet and/or service industry such as increasing the popularity and usage of these services.

  Describe at least two outreach and/or PR initiatives that your firm has undertaken.

  (3) Strategic PR and communications tactics:
  - Describe your company's experience in producing strategic counseling/ communications materials that successfully communicated messages to various groups including media, government departments, business, organizations, individuals with diverse educational, technical background, and/or in various socioeconomic backgrounds.

  - Also include materials that would demonstrate the firm's ability to mange issue/crisis, as well as meeting client's objectives and addressing the

challenges of outreaching to the target audience.

(4) Innovative ideas for HKIRC:
- Demonstrate ideas for better and/or additional ways to address the media/public relations needs which are not otherwise described in this RFP. It would be appropriate to indicate the advantages and disadvantages of the approaches you recommend, and specify the cost implied and justify the additional PR budget as part of the PR planning process, if any.

RFP bidders are asked to limit their written proposal to no more than 5 pages. Brevity and substantive content are strongly encouraged. Internet and/or Domain Name PR experience and/or service industry, NGOs and related publicity program experience should be highlighted along with a general overview of the PR firm capacity including size of staff capability and current clients.

(5) Proposed Cost of Service

- The overall pricing of the PR retainer program should be considered in accordance with Not-For-Profit rate and allow flexibility for payment. It is important for HKIRC to be able to compare proposals at competitive budget levels.

  In addition to the above, the bidder should also include the proposed Service Agreement in the submitted proposal.

  A list of proposed optional items with cost should be included. This should be a reference in case additional projects shall be initiated during the contract period.

Please refer below for proposal submission details:

Bidders shall send an email to kris.lam@hkirc.hk, ben.lee@hkirc.hk and marketing@hkirc.hk to express your interest. Please state clearly of the company name, address and contact person information including contact person name, email address and phone number no later than **4:00 PM (HKT), 6 May 2015**.

We will then send an NDA and Compliance Statement to the party to sign. The signed NDA and Compliance Statement shall arrive at HKIRC **no later than 23 April 2015. HKIRC shall only consider proposals from parties who have signed the NDA, Warranty in Annex C, Declaration Form on the Compliance with the Ethical Commitment Requirements in Annex D and the Information Security Compliance Statement.**

The proposal must arrive at HKIRC by email (PDF version) to kris.lam@hkirc.hk, ben.lee@hkirc.hk and marketing@hkirc.hk, post or hand-delivered (please submit 2 copies if it is by post) to **Ms. Kris Lam and Mr. Ben Lee** no later than **4:00 PM (HKT), 6 May 2015. Please provide your email address and ensure that you will receive an acknowledgement email from HKIRC for your proposal within 3 working days from the date the proposal is received by us. Please also ensure the email addresses of** kris.lam@hkirc.hk , ben.lee@hkirc.hk and marketing@hkirc.hk **shall all appear in this**

**acknowledgement email either as sender email address or in the 'copied to' list.**

The below persons can be reached at:

**Ms. Kris Lam / Mr. Ben Lee**

**Email address**: kris.lam@hkirc.hk / ben.lee@hkirc.hk

**Fax number**: (852) 2319 2626 – attention to Ms. Kris Lam / Mr. Ben Lee

**Postal Address**: Unit 2002-2005, FWD Financial Centre, 308 Des Voeux Road Central, Sheung Wan, Hong Kong

## 10. Selection Criteria

HKIRC will evaluate all proposals with following weighted criteria.

| Weight | Evaluation Criteria |
|---|---|
| **25%** | **Ability to meet the scope of work**<br>-Proposed work plan<br>-Strong connection with tier 1 Media, local education, business and IT media news, and demonstrate strategies at reaching target audiences, for both printed and electronic media; in both local and overseas market |
| **15%** | **Qualifications, Experience and Knowledge**<br>-Qualifications and expertise of staff involved in this program<br>-Direct experience in specified PR retainer program especially in Internet/ IT related fields<br>-Demonstrate the understanding and/or familiarity with the domain name industry trends and researches |
| **25%** | **Demonstrated PR capabilities**<br>-Work samples from relevant past projects in domain name/ internet/ non-profit /member-based /IT related organization<br>-Work samples showing quality and innovative ideas to develop and execute strategic PR and communications programs<br>-References<br>-Value added. Give examples of how you can add value. |
| **35%** | **Cost** (proposed monthly flat rate and costs for additional services) |

## 11. Discussion with Bidders / Oral Presentations

Each initial proposal should be submitted with the most favorable price and service standpoint. An oral presentation by a bidder to supplement a proposal may be required. These presentations, if required, will be arranged after the proposals submitted. Finalists will be selected based upon an evaluation of written responses to the RFP. Finalists will be invited to an interview in mid of May, 2015.

In any case, HKIRC reserves the right to award a contract without going through the oral presentation and discussion process with Bidders.

All responses to the RFP become the property of HKIRC. We shall not be obligated to explain the results of the evaluation process to any Bidder. Moreover, this RFP is no way to commit HKIRC to award a contract, to pay any costs in preparation of a proposal, or to

contract for goods and/or services offered or for oral presentations made by the Bidder(s). We reserve the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Bidder(s), to not award the contract to any service provider, or cancel this RFP.

## 12. Schedule (subject to change without prior notice)

| | Tasks | Completed by | Remark |
|---|---|---|---|
| 1 | RFP Release | 10 April 2015 | |
| 2 | Expression of Interest (EOI) Submission | 17 April 2015 | Interested party shall express their interest via email: kris.lee@hkirc.hk, ben.lee@hkirc.hk and marketing@hkirc.hk |
| 3 | Information Meeting (if applicable) | 23 April 2015 (5-6pm) | Deadline of signing: NDA, Warranty, Declaration Form and Compliance Statement before Meeting |
| 4 | Proposal due | 6 May 2015 | Proposals must be sent and received by HKIRC on or before 4:00pm (HKT), 6 May 2015 |
| 5 | Review proposals and Invitation for presentation (if needed ) | 13 May 2015 | Short-listed companies may be invited to present their proposal(s) to introduce their PR plans and answer questions |
| 6 | Selection of vendor and Finalist Presentation (if needed) | 22 May 2015 | |
| 7 | Final Decision | 11 June 2015 | Final result notifications to the awarded company in June 2015 |
| 8 | Agreement preparation , negotiation and vendor selection approval | 11 June 2015 – 31 July 2015 | |
| 9 | Sign service agreement with the awarded party | 31 Jul 2015 | Contract will be signed by HKDNR, a wholly owned subsidiary of HKIRC |
| 10 | Commencement of Service | 1 Aug 2015 | |

## 13. Deadline and Enquiry

Proposals should be submitted on or before 4:00 PM (HKT) on 6 May 2015, either through email or by post. Any proposals received after this deadline will not be considered. HKIRC reserves all rights to extend the deadline as it sees fit.

Should you have questions related to this document, please contact marketing department at marketing@hkirc.hk or Dorothy Chow (2319 3883).

## 14. Service Agreement and Signature

HKIRC welcomes the proposer to propose a suitable Service Agreement for this service. After the evaluation of the proposed Service Agreement enclosed with the submitted proposal, HKIRC may negotiate with the highest-ranked Bidder. The Service Agreement is drawn up between the selected proposer and HKIRC. HKIRC reserves the right to add terms and conditions during the Service Agreement negotiations.

Creative concepts, PR activities, tactics, etc., developed during implementation of the Contract shall be property or intellectual property of HKIRC.

Upon completion or termination of the Contract, the awarding party shall transfer, assign, and otherwise make available to all property and materials belonging to HKIRC and paid for by HKIRC, in the best and most practical format, as agreed upon in advance by both the awarded party and HKIRC.

## 15. Service Completion

The Service Agreement shall be terminated forthwith by either party by giving 3-month prior written notice to the other or if either party is in breach of its obligations and fails to take any reasonable steps to remedy such breach within thirty (30) days of receiving a written notice.

If the selected Bidder and HKIRC, after a good faith effort, simply cannot come to terms, HKIRC may terminate negotiations with the Bidder initially selected and start another negotiation with the next highest ranked company.

## 16. Information Security

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

The Tenderer shall be provided with a set of NDA and Information Security Compliance

Statement after HKIRC received the company's Express-of-Interest before the stipulated time. The NDA and the Information Security Compliance Statement shall be signed and returned to us attached with documents required by the Compliance Statement before the scheduled deadline. **We will not consider proposals from companies which have not signed both the NDA and the Information Security Compliance Statement.**

The proposal should be marked "RESTRICTED" at the centre-top of each page in black color. It must be encrypted if transmitted electronically.
Each proposal will be reviewed under the terms of non-disclosure by our staff and our Board of Directors.

# 17. Ethical Commitment

## 17.1 Prevention of bribery

(A) The Service Provider shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Service Agreement shall not, except with permission of HKIRC solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of HKIRC. The Service Provider 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 HKIRC. The Service Provider 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 HKIRC, solicit or accept any advantage, excessive hospitality, etc. in relation to the business of HKIRC.

(B) The Service Provider shall not, and shall procure that his directors, employees, agents and sub-contractors who are involved in this Service Agreement shall not, offer any advantage to any Board member or staff in relation to the business of HKIRC.

## 17.2 Declaration of Interest

(C) The Service Provider shall require his directors and employees to declare in writing to HKIRC any conflict or potential conflict between their personal/financial interests and their duties in connection with this Service Agreement. In the event that such conflict or potential conflict is disclosed in a declaration, the Service Provider 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 Service Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

(D) The Service Provider shall prohibit his directors and employees who are involved in this Service Agreement from engaging in any work or employment other than in the performance of this Service Agreement, 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 Service Agreement. The Service Provider shall require his agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

(E) The Service Provider 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 Service Agreement are aware of the provisions under the aforesaid sub-clauses (C) and (D).

## 17.3 Handling of confidential information

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

## 17.4 Declaration of ethical commitment

(G) The Tenderer shall acknowledge and agree that, if the Tenderer is selected as the Service Provider, it shall be bounded by the ethical commitment clauses. The Tenderer

shall submit a signed declaration in a form (see Appendix F) prescribed or approved by HKIRC 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 Tenderer fails to submit the declaration as required, HKIRC shall be entitled to withhold payment until such declaration is submitted and the Tenderer 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 Service Provider and the sub-contractors employed for the performance of duties under this Service Agreement are required to deposit with HKIRC a copy of the internal guidelines issued to their staff.

## 18. Limitation of Liability and Indemnity

The Bidder submitting the proposal agrees that if Bidder becomes the Service Provider, it shall indemnify HKIRC against any claim, demand, loss, damage, cost, expense or liability which HKIRC may suffer.

**Illustrate 1.1- Cover Page**

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

| | | |
|---|---|---|
| **Cover Page** | | |
| **Project Title** | | |
| | | |
| **Your Company Name** | | |
| | | |
| **Contact Person** | **Name:** | |
| | **Title:** | |
| | **Mailing Address:** | |
| | **Phone:** | |
| | **Fax:** | |
| | **Email:** | |

| ***Quick Glance – Proposal Requirement*** | |
|---|---|
| Due date | 4:00 PM (HKT), 6 May 2015 |

| | |
|---|---|
| Delivery address | **By Email**<br>kris.lam@hkirc.hk, ben.lee@hkirc.hk and marketing@hkirc.hk<br><br>**By Fax**<br>(852) 2319 2626 attention to Ms. Kris Lam / Mr. Ben Lee<br><br>**By Post**<br>Send 2 copies made attention to Ms. Kris Lam / Mr. Ben Lee to the address below:<br><br>Hong Kong Internet Registration Corporation Limited<br>Unit 2002-2005,<br>20/F FWD Financial Centre,<br>308 Des Voeux Road Central,<br>Sheung Wan,<br>Hong Kong |
| Hard copies | 2 copies of the full proposal are required (if sent by post only) |
| Page count | 5 pages or fewer.<br>Stapled. Do not bind (if by post) |
| Font | Electronically published or typed. Times New Roman 12 point font. |

# Annex A

# HKIRC Information Security Policy and Guideline

# (an extract relevant to Outsourcing)

*<There may be updates at times in different areas. Please refer to the one you signed>*

This document provides an extract of the HKIRC Information Security Policy and Guidelines 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 and Guidelines 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 Service Provider and of any other sub-contractors under the Service Provider'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 (a) to sign off a non-disclosure agreement (NDA) on all information to be provided and (b) to sign off a Compliance Statement where compliance requirements are specified in more details.

## (A) Extract from the HKIRC Information Security Policy

### 8. Human resources security

**8.1 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.

8.1.1 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.

8.1.2 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.

8.1.3 As part of their Contractual obligation, employees, Contractors and third party users

shall agree and sign the terms and conditions of their employment Service Agreement, which shall state their and the organization's responsibilities for information security.

**8.2 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.

8.2.1 Management shall require employees, Contractors and third party users to apply security in accordance with established policies and procedures of the organization.

8.2.2 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.

**8.3 Termination or change of employment**

8.3.1 Security objective: To ensure that employees, Contractors and third party users exit an organization or change employment in an orderly manner.

8.3.2 All employees, service providers and third party users shall return all of the organization's assets in their possession upon termination of their employment, contract or agreement.

8.3.3 The access rights of all employees, Contractors and third party users to information and information processing facilities shall be removed upon termination of their employment, contract or agreement, or adjusted upon change.

**12. Information systems acquisition, development and maintenance**

12.5.5 Outsourced software development shall be supervised and monitored by the organization

**13. Information security incident management**

13.1 Reporting information security events and weaknesses

Security objective: To ensure information security events and weaknesses associated with information systems are communicated in a manner allowing timely corrective action to be taken.

13.1.2 All employees, contractors and third party users of information systems and services shall be required to note and report any observed or suspected security weaknesses in systems or services.

**(B) Extract from the HKIRC Information Security Guidelines**

**6. ORGANIZING INFORMATION SECURITY**

**6.2 EXTENRNAL PARTIES**

6.2.1 Identification of Risks Related to External Parties

The risks to the organization's information and information processing facilities from business processes involving external parties should be identified and appropriate controls implemented before granting access.

6.2.3 Addressing Security in Third Party Agreements

Agreements with third parties involving accessing, processing, communicating or managing the organization's information or information processing facilities, or adding products or services to information processing facilities should cover all relevant security requirements.

## 7. Asset Management

7.1.3 Acceptance Use of Assets

Rules for the acceptable use of information and assets associated with information processing facilities shall be identified, documented, and implemented.

## 8. Human resources security

8.1.1 Roles and Responsibilities

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.

8.1.2 Screening

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.

8.1.3 Terms and Conditions of Employment

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.

8.2.1 Management Responsibilities

Management shall require employees, contractors and third party users to apply security in accordance with established policies and procedures of the organization.

## 12. Information systems acquisition, development and maintenance

12.5.5 Outsourced Software Development

Outsourced software development shall be supervised and monitored by the organization.

# Annex B

## Probity Clauses

**Probity Clauses in Tender/ Quotation Invitation Documents**

**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 Service Agreement.

(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.

**Anti-collusion**

(3) The Tenderer shall not communicate to any person other than the 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.

(4) 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.

(5) The Tenderer shall submit to the HKIRC a duly signed warranty in the form set out in Annex C to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the Service Agreement on the Tenderer's behalf.

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

# Annex C

## Warranty

To: Hong Kong Internet Registration Corporation Limited ("HKIRC")

Dear Sir/Madam,

**Warranty**

(1) By submitting a tender, _____[the name of your company] (the "Tenderer") represents and warrants that in relation to the tender of ".hk" Branding Service 2015:

(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, HKIRC shall be entitled to, without compensation to any person or liability on the part of the HKIRC:

(i) reject the tender;

(ii) if HKIRC has accepted the tender, withdraw its acceptance of the tender; and

(iii) if HKIRC has entered into the Service Agreement with the Tenderer, terminate the Service Agreement.

(3) The Tenderer shall indemnify and keep indemnified HKIRC against all losses, damages, costs or expenses arising out of this Warranty 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 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 Authorised to Sign (in Block Letter): _____

Name of your company in English (in Block Letters): _____

Date: _____

# Annex D

## Declaration Form on the Compliance with the Ethical Commitment Requirements

To: Hong Kong Internet Registration Corporation Limited (HKIRC)

We, _____ ("the company") shall acknowledge and agree that, if the company is selected as the contractor, it shall be bounded by the Ethical Commitment clauses:

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 Service Agreement 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 Service Agreement 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 Service Agreement, 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 Service Agreement from engaging in any work or employment (other than in the performance of this Service Agreement), 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 Service Agreement 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 Service Agreement.

Signature:

_____

_____ (Name of the company)

_____(Name of the Signatory)

_____(Position of the Signatory)

_____(Date)