

Ref : HyD GR/1-50/1

Tel : 2762 3304

Highways Department

5<sup>th</sup> Floor

Homantin Government Offices

88 Chung Hau Street

Homantin

Kowloon

21 November 2025

## **Highways Department Technical Circular No. 2/2025**

### **Handling of Information on Planning of Railways or Roads**

#### **Introduction**

The requirement to avoid conflict of interest, and the guidelines/requirements for civil servants to declare private investments are set out respectively in Civil Service Bureau (“CSB”) Circular No. 2/2004 and CSB Circular No. 8/2006. Revised investment and declaration guidelines for compliance by all officers (including civil servants and non-civil servants) in the Highways Department (HyD) are further set out in HyD EC No. 1/2025.

2. This circular sets out additional administrative requirements, procedures and guidelines on handling of classified information on planning of railways or roads for consultants to follow.

#### **Effective Date**

3. This circular shall take immediate effect. All new consultancies involving planning of railways or roads invited on or after 1 December 2025 shall incorporate the additional administrative requirements, procedures and guidelines on handling of classified information on planning of railways or roads in the consultancy invitation documents. The administrative requirements, procedures and guidelines shall apply until the proposed railway alignment, proposed railway station locations or proposed alignment of strategic roads are made public. Existing consultants undertaking planning of railways or roads should be encouraged to adopt the additional

administrative requirements, procedures and guidelines on handling of classified information on planning of railways or roads.

### **Background and Applicability**

4. To support the future developments and to meet the transport and logistics demand, HyD is responsible for planning of the public road system and the railway networks. The classified information on planning of railways or roads could be abused for personal gain. Classified information on planning of railways<sup>1</sup> or roads specifically means information which reveals the proposed railway alignment, proposed railway station locations or proposed alignment of strategic roads connecting to new housing sites or New Development Areas, which are at appropriately mature stage ready for gazettal of the schemes concerned under the relevant Railways or Roads Ordinance, but have not been made public yet. However, feasibility studies on planning of roads which are at early planning stage involving preliminary alignment are not covered by this Circular.

### **Measures to be Adopted if Consultants are Engaged to Prepare Planning of Railways or Roads**

#### *Consultancy Invitation Documents*

5. Consultants may be engaged to provide assistance in planning of railways or roads. The project office should ensure that all classified information on planning of railways or roads contained in the consultancy brief ("Brief") is properly classified in accordance with the Security Regulations. In addition, the project office should ensure that the information provided in the Brief is adequate but not excessive for the prospective consultants to make a submission. Before the consultancy study is invited, an officer at senior professional level or above should check the Brief to ensure compliance with these requirements.

6. In order to protect confidentiality of the classified information on planning of railways or roads contained in the invitation documents, the project office should not issue the invitation documents containing classified information on planning of railways or roads to the prospective consultants along with the invitation letters. The project office should state clearly in the invitation letters that prospective consultants will only be provided with the documents containing the classified information on

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<sup>1</sup> As regards feasibility studies on planning of railways, such as Railway Development Studies, they are covered by this Circular since railway alignment and locations of the proposed railway stations are normally determined during this stage while they will be subject to changes during the subsequent planning stages, and at completion of Railway Development Studies, the recommended railway links are normally announced to the public for consultation.

planning of railways or roads after they have signed and returned to HyD a Deed of Undertaking on Confidentiality. Samples of the Deed of Undertaking on Confidentiality for use in invitation of Expression of Interest and invitation of technical and fee proposals are attached at **Appendix A1** and **Appendix A2** respectively for reference.

7. The consultants to whom the consultancy study has been awarded shall be required to set up a system in their workplaces to protect the classified information on planning of railways or roads obtained from the Government and those information or documents containing the classified information on planning of railways or roads generated by the consultants during the planning process. Such system set up by the consultants should comply with the Guidelines on Handling Classified Information on Planning of Railways or Roads (“Guidelines”) attached at **Appendix B2**. In addition, the consultants shall regularly remind their employees of the requirements in the Guidelines and monitor compliance of the Guidelines by conducting regular checks on their employees. For this purpose, the project office should include in the Brief the standard requirements at **Appendix B1** together with the Guidelines for compliance by the consultants.

#### Award of Consultancy

8. Upon award of a consultancy study, it is common for the project office to notify other bureaux/departments of the purpose of the consultancy and the information of the selected consultant. For a consultancy related to planning of railways or roads, the project office should in such notification remind the relevant bureaux /departments that they may receive or be requested to provide documents containing classified information on planning of railways or roads during the course of the consultancy and that they should properly classify the relevant documents in accordance with the Security Regulations before sending them to HyD or HyD’s consultants.

#### Administration of Consultancy

9. All correspondence (e.g. letters, memos and emails) and plans containing classified information on planning of railways or roads should be assigned with a suitable classification marking according to the Security Regulations, where appropriate. In particular, information which reveals the proposed railway alignment, proposed railway station locations or proposed alignment of strategic roads, shall be classified as “Confidential”. The project office should appoint an officer at senior professional level to conduct spot checks to ensure the above arrangement has been followed. The officer so appointed should also conduct spot checks to ensure that the steps taken on re-grading of the classified information on planning of railways or roads, if any, comply with the requirements in the Security Regulations.



*Handling of Classified Information on Planning of Railways or Roads by Consultants*

10. Under the existing Special Conditions of Employment (SCE) Clause 1 promulgated in Appendix A of the Environmental, Transport and Works Bureau (ETWB) Technical Circular (Works) No. 3/2004A, consultants are prohibited from disclosing any information (including classified information on planning of railways or roads) furnished by the Employer or generated by the consultants pursuant to the consultancy to any third party (other than a person employed or engaged by the consultants in carrying out the study, the consultants' agents, approved sub-consultants, accountants, insurers and legal advisors ("Permitted Disclosees") except with the Employer's prior consent. In the same SCE, the consultants are also required to take all necessary measures to ensure that the Permitted Disclosees are aware of and shall comply with the non-disclosure provisions. To enhance protection of information under studies on planning of railways or roads, the project office should remind the consultants to strictly comply with the above existing requirements on confidentiality of information at commencement of the consultancies and thereafter at half-yearly intervals.

*Divulgence of Classified Information on Planning of Railways or Roads to Third Parties*

11. For the purpose of obtaining technical input on the planning of railways or roads, the consultants may be allowed to divulge the classified information on planning of railways or roads to third parties (e.g. utility undertakings) after they have obtained the prior written consent of the Employer. Under such situation, the project office should ensure that the amount of classified information on planning of railways or roads provided to the third parties and the number of personnel to be provided with such information should be kept to a minimum.

12. The project office should require the consultants to restrict the third party with approved access to the classified information on planning of railways or roads from further divulgence of the information to other parties. For this purpose, the project office should include in the Brief the standard requirements at **Appendix C1**, together with a Letter of Undertaking on Confidentiality that should be signed by the relevant third parties at **Appendix C2** at a time before they are given access to the classified information on planning of railways or roads.

*Declaration of Investment and Conflict of Interest by Consultant Staff*

13. Under the existing SCE clause promulgated in the Appendix of ETWB Technical Circular (Works) No. 18/2005, the consultants are required to ensure their employees who are involved in the consultancy agreement will keep the consultants



informed regularly of any actual, apparent or potential conflict between their personal/financial interests and their duties in connection with the consultancy.

14. In addition to the above existing requirement, the consultants should suitably identify and designate consultant staff, who have access to the classified information on planning of railways or roads and have the ability to influence the decision-making process in the planning procedures, to declare their investments to the consultants on appointment and biennially using the form at **Appendix D2**. Further, the designated consultant staff are also required on appointment to positively declare whether they have actual or potential conflict of interest in taking up the relevant posts, and thereafter at any time when new circumstances arise until they are transferred out of the designated posts using the form at **Appendix D3**. The consultants should notify such designation or subsequent revision of designation to the Director's Representative. For this purpose, the project office should include the standard requirements at **Appendix D1** in the Brief for compliance by the consultants. In the event that any conflict is disclosed in a declaration, the consultants should forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed. The consultants should make reference to the guidelines on mitigation measures for managing declared conflict of interest at **Appendix D4**. The Consultants should maintain proper documentation of all designations, declarations and mitigation measures taken. The Director's Representative should reserve the right to conduct audits on the procedure of declaration made by the designated consultant staff and the consultants will be required to provide explanations to the Director's Representative for any irregularities.

#### Undertaking Jobs for Third Parties


15. Under the existing SCE clause promulgated in the Appendix of ETWB Technical Circular (Works) No. 18/2005, the Consultants shall not, and shall ensure that any of their associated companies, their associates or associated persons or any of their sub-consultants shall not, during the term of the consultancy agreement, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of any third party which touches, concerns or affects the services or which may reasonably be seen to touch, concern or affect the services, except with the prior written approval of the Director's Representative. Any applications submitted by the consultants for undertaking professional services for third parties shall be first vetted by the project team who shall make recommendation to the Director's Representative for approval or rejection of the applications. The project office shall keep a dossier of all cases of this nature, whether approved or rejected, for reference by the Director's Representative in considering future applications.

## Enquiries

16. Enquiries on this circular should be addressed to Senior Engineer / Contract Adviser I.

## References

- (a) On declaration of conflict of interest or investments:-
  - (i) CSB Circular No. 2/2004 “Conflict of Interest”;
  - (ii) CSB Circular No. 8/2006 “Declaration of Investments by Civil Servants”;  
and
  - (iii) HyD EC No. 1/2025.
  
- (b) On administrative requirements, procedure and guidelines on handling of classified information on planning of railways or roads:-
  - (i) Security Regulations;
  - (ii) ETWB Technical Circular (Works) Nos. 3/2004 and 3/2004A “Ethical Commitment by Consultants and Contractors”; and
  - (iii) ETWB Technical Circular (Works) No. 18/2005 “Consultancy Agreements - Conflict of Interest and Debarring”.



( Tony YAU )

Director of Highways

To: The Government of the Hong Kong Special Administrative Region

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Consultants)

Date: \_\_\_\_\_

**Agreement No. [XXX]  
[Agreement Title]**

**Invitation for Expression of Interest**

**Deed of Undertaking on Confidentiality**

Dear Sirs,

In consideration of you furnishing to us the classified information on planning of railways or roads (defined in your letter dated [insert date] inviting the Expression of Interest ("EOI") for the captioned consultancy agreement ("the Assignment")), we undertake to comply with the following provisions:

- (A) Except as necessary for the preparation of the EOI submission for the Assignment, we shall keep the classified information on planning of railways or roads and any submission touching upon or concerning the classified information on planning of railways or roads generated or produced by us ("Consultant's Submission") strictly confidential and shall not disclose to any person other than a person employed or engaged by us in preparing the EOI submission, our accountants, insurers or legal advisers ("Permitted Disclosee").
- (B) Any disclosure to any Permitted Disclosee 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 purposes of preparation of the EOI submission.
- (C) We shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that our directors and all Permitted Disclosee are aware of and shall comply with the confidentiality and non-disclosure provisions contained in this Deed of Undertaking on Confidentiality.
- (D) We shall not use, and shall ensure that our directors and any of the Permitted Disclosee shall not use any of the classified information on planning of railways or roads for any purposes other than for preparing the EOI submission.
- (E) If requested by you, we shall, and shall ensure that our directors and the Permitted Disclosee shall, forthwith deliver to you all classified information on planning of



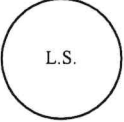
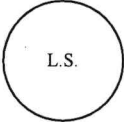
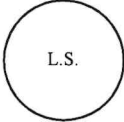
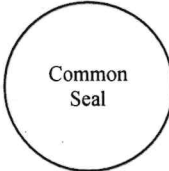
railways or roads and Consultant's Submission and destroy all copies (whether physical, electronic or otherwise) of the classified information on planning of railways or roads and Consultant's Submission as soon as possible upon receiving your request.

- (F) We hereby irrevocably and unconditionally agree to indemnify you against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever which you have incurred or suffered, whether direct or consequential, arising out of or in connection with any breach of this undertaking by us, our directors or any Permitted Disclosee .
- (G) This undertaking shall remain in full force and effect notwithstanding the completion or termination of the EOI exercise for the Assignment. Provided that this undertaking shall not extend to information which is in the public knowledge otherwise than as a result of a breach of this undertaking.
- (H) This undertaking shall be governed by and construed in accordance with the laws for the time being in force in the Hong Kong Special Administrative Region.
- (I) Words importing the singular only also include the plural and vice versa where the context requires.
- (J) <sup>1</sup>We agree that we shall be jointly and severally liable for our obligations under this Deed of Undertaking and all references to "we" shall take effect as references to all of us or any of us and the words "us" and "our" shall be construed accordingly.

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<sup>1</sup> For use where the tenderer is an unincorporated joint venture.

IN WITNESS WHEREOF this Deed of Undertaking has been executed as a deed on the date first above written.

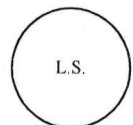
- (a) SIGNED, SEALED and DELIVERED )  
by [name of sole proprietor] )  
trading as [name of the Consultants] )  
in the presence of: )  
 ) *[Signature of the sole* )   
 ) *proprietor]\**  
..... )  
[Name] )  
[Occupation] )  
[Address] )  
Or
- (b) SIGNED, SEALED and DELIVERED by )  
[name of partner] and )  
[name of partner]^ ) *[Signature of the* )   
being the partners of [name of the Consultants] ) *individual partner]\**  
in the presence of: )  
 ) *[Signature of the* )   
 ) *individual partner]\**  
..... )  
[Name] )  
[Occupation] )  
[Address] )  
Or
- (c) Executed and delivered )  
as a deed and the COMMON SEAL )  
of [name of the Consultants] )  
was affixed in the presence of ) *[Signature of the* )   
[ ] its [director(s) or ) *director(s) etc]\**  
director and secretary or person(s) )  
authorized to sign the contract by its )  
board of directors]\*\* )  
in the presence of a witness: )  
 )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

Or

- (d) Executed and delivered )  
as a deed )  
by [name of the Consultants] )  
acting through )  
[ ] (its sole director) ) *[Signature of the*  
or ) *director(s) etc]\**  
[ ] and [ ] (its directors) )  
or )  
[ ] (its director) and )  
[ ] (its company secretary)\*\* )  
in the presence of a witness: )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

Or

- (e) SIGNED, SEALED and DELIVERED by )  
[name of the Consultants] by [ ] )  
his/her/their\*\* attorney under power of attorney )  
dated [ ] )  
in the presence of: ) *[Signature of the*  
..... ) *attorney]\**  
[Name] )  
[Occupation] )  
[Address] )

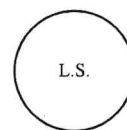




***For use by an unincorporated joint venture\****

(f) #SIGNED, SEALED and DELIVERED )  
 by [name of participant] being a participant )  
 of the [name of the unincorporated joint venture])  
 in the presence of: )  
 )  
 ..... )  
 [Name] )  
 [Occupation] )  
 [Address] )

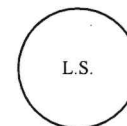
*[Signature of the  
 participant]\**



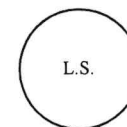
Or

(g) #SIGNED, SEALED and DELIVERED by )  
 [name of partner] and [name of partner]^ )  
 being the partners of [name of participant] )  
 being a participant)  
 of the [name of the unincorporated joint venture])  
 in the presence of: )  
 )  
 ..... )  
 [Name] )  
 [Occupation] )  
 [Address] )

*[Signature of the  
 individual partner]\**



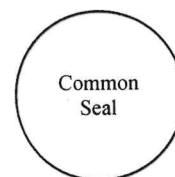
*[Signature of the  
 individual partner]\**



Or

(h) #Executed and delivered )  
 as a deed and the COMMON SEAL )  
 of [name of participant] being a participant )  
 of the [name of the unincorporated joint venture])  
 was affixed in the presence of )  
 [ ] its [director(s) or )  
 director and secretary or person(s) )  
 authorized to sign the contract by its )  
 board of directors]\*\* )  
 in the presence of a witness: )  
 )  
 )

*[Signature of the  
 director(s) etc]\**



[Name] )  
[Occupation] )  
[Address] )

Or

- (i) #Executed and delivered )  
as a deed )  
by [name of participant] being a participant )  
of the [name of the unincorporated joint venture])  
acting through )

*[Signature of the*

[ ] (its sole director) )

*director(s) etc]\**

or )

[ ] and [ ] (its directors) )

or )

[ ] (its director) and )

[ ] (its company secretary)\*\* )

in the presence of a witness: )

..... )

[Name] )

[Occupation] )

[Address] )

Or

- (j) #SIGNED, SEALED and DELIVERED )  
by [name of participant] being a participant )  
of the [name of the unincorporated joint venture])  
by [ ] )  
his/her/its\*\* attorney under power of attorney )  
dated [ ] )

*[Signature of the  
attorney]\**

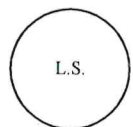
in the presence of: )

..... )

[Name] )

[Occupation] )

[Address] )



Note :

- (a) For use where the Consultants are a sole proprietor.
- (b) For use where the Consultants are a partnership.
- (c) For use where the Consultants are a company incorporated in Hong Kong and execute the deed with a Common Seal.
- (d) For use where the Consultants are a company incorporated in Hong Kong and execute the deed without a Common Seal.
- (e) For use where the Consultants execute the deed under a power of attorney.
- (f) For use where the joint venture participant is a sole proprietor.
- (g) For use where the joint venture participant is a partnership.
- (h) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.
- (i) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.
- (j) For use where the joint venture participant executes the deed under a power of attorney.

\* The italic parts are not part of the execution clause. They are for guidance or information only.

\*\* Select the correct expression for use. If none is applicable, insert an appropriate expression.

^ The deed shall be executed by all the partners. Add more names if required.

# Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the unincorporated joint venture.



To: The Government of the Hong Kong Special Administrative Region

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( Name of Consultants)

Date: \_\_\_\_\_

**Agreement No. [XXX]  
[Title of Agreement]**

**Invitation for Technical and Fee Proposals**

**Deed of Undertaking on Confidentiality**

Dear Sirs,

In consideration of you furnishing to us the classified information on planning of railways or roads (defined in your letter dated [insert date] inviting the Technical and Fee (“T&F”) Proposals for the captioned consultancy agreement (“the Assignment”)), we undertake to comply with the following provisions:

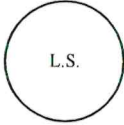
- (A) Except as necessary for the preparation of the T&F Proposals for the Assignment, we shall keep the classified information on planning of railways or roads and any submission touching upon or concerning the classified information on planning of railways or roads generated or produced by us (“Consultant’s Submission”) strictly confidential and shall not disclose to any person other than a person employed or engaged by us in preparing the T&F Proposals, our accountants, insurers or legal advisers (“Permitted Disclosee”).
- (B) Any disclosure to any Permitted Disclosee 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 purposes of preparation of the T&F Proposals.
- (C) We shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that our directors and all Permitted Disclosee are aware of and shall comply with the confidentiality and non-disclosure provisions contained in this Deed of Undertaking on Confidentiality.

- (D) We shall not use, and shall ensure that our directors and any of the Permitted Disclosee shall not use, any of the classified information on planning of railways or roads for any purposes other than for preparing the T&F Proposals.
- (E) If requested by you, we shall, and shall ensure that our directors and the Permitted Disclosee shall, forthwith deliver to you all the classified information on planning of railways or roads and Consultant's Submission and destroy all copies (whether physical, electronic or otherwise) of the classified information on planning of railways or roads and Consultant's Submission as soon as possible upon receiving your request.
- (F) We hereby irrevocably and unconditionally agree to indemnify you against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever which you have incurred or suffered, whether direct or consequential arising out of or in connection with any breach of this undertaking by us, our directors or any Permitted Disclosee.
- (G) This undertaking shall remain in full force and effect notwithstanding the completion or termination of the consultant selection process for the Assignment. Provided that this undertaking shall not extend to information which is in the public knowledge otherwise than as a result of a breach of this undertaking.
- (H) This undertaking shall be governed by and construed in accordance with the laws for the time being in force in the Hong Kong Special Administrative Region.
- (I) Words importing the singular only also include the plural and vice versa where the context requires.
- (J) <sup>1</sup>We agree that we shall be jointly and severally liable for our obligations under this Deed of Undertaking and all references to "we" shall take effect as references to all of us or any of us and the words "us" and "our" shall be construed accordingly.

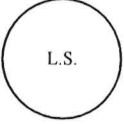
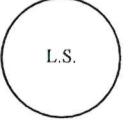
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<sup>1</sup> For use where the tenderer is an unincorporated joint venture.

IN WITNESS WHEREOF this Deed of Undertaking has been executed as a deed on the date first above written.

(a) SIGNED, SEALED and DELIVERED )  
by [name of sole proprietor] )  
trading as [name of the Consultants] )  
in the presence of: )  
 ) *[Signature of the sole*  
 ) *proprietor]\**   
 )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

Or

(b) SIGNED, SEALED and DELIVERED by )  
[name of partner] and )  
[name of partner]^ ) *[Signature of the*  
being the partners of [name of the Consultants] ) *individual partner]\**   
in the presence of: )  
 ) *[Signature of the*  
 ) *individual partner]\**   
 )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

Or

(c) Executed and delivered )  
as a deed and the COMMON SEAL )  
of [name of the Consultants] )  
was affixed in the presence of )  
[ ] its [director(s) or )  
director and secretary or person(s) )  
authorized to sign the contract by its )  
board of directors]\*\* )  
in the presence of a witness: )  
 )  
..... )  
[Name] )  
[Occupation] )  
[Address] )



Or

- (d) Executed and delivered )  
as a deed )  
by [name of the Consultants] )  
acting through ) [Signature of the  
[ ] (its sole director) ) director(s) etc]\*  
or )  
[ ] and [ ] (its directors) )  
or )  
[ ] (its director) and )  
[ ] (its company secretary)\*\* )  
in the presence of a witness: )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

Or

- (e) SIGNED, SEALED and DELIVERED by )  
[name of the Consultants] by [ ] )  
his/her/their\*\* attorney under power of attorney )  
dated [ ] ) [Signature of the  
in the presence of: ) attorney]\*  
..... )  
[Name] )  
[Occupation] )  
[Address] )

***For use by an unincorporated joint venture\****

- (f) #SIGNED, SEALED and DELIVERED )  
by [name of participant] being a participant )  
of the [name of the unincorporated joint venture]) )  
in the presence of: ) [Signature of the  
..... ) participant]\*  
[Name] )  
[Occupation] )  
[Address] )

Or

- (g) #SIGNED, SEALED and DELIVERED by )  
 [name of partner] and [name of partner]^ )  
 being the partners of [name of participant] )  
 being a participant) )  
 of the [name of the unincorporated joint venture]) )  
 in the presence of: )

*[Signature of the  
individual partner]\**

L.S.

*[Signature of the  
individual partner]\**

L.S.

..... )  
 [Name] )

[Occupation] )

[Address] )

Or

- (h) #Executed and delivered )  
 as a deed and the COMMON SEAL )  
 of [name of participant] being a participant )  
 of the [name of the unincorporated joint venture]) )  
 was affixed in the presence of )  
 [ ] its [director(s) or )  
 director and secretary or person(s) )  
 authorized to sign the contract by its )  
 board of directors]\*\* )  
 in the presence of a witness: )

*[Signature of the  
director(s) etc]\**

Common  
Seal

..... )  
 [Name] )

[Occupation] )

[Address] )

Or

- (i) #Executed and delivered )  
 as a deed )  
 by [name of participant] being a participant )  
 of the [name of the unincorporated joint venture]) )  
 acting through )  
 [ ] (its sole director) )  
 or )  
 [ ] and [ ] (its directors) )  
 or )  
 [ ] (its director) and )  
 [ ] (its company secretary)\*\* )

*[Signature of the  
director(s) etc]\**

in the presence of a witness: )

..... )  
 [Name] )

[Occupation] )

[Address] )

Or

- (j) #SIGNED, SEALED and DELIVERED )  
by [name of participant] being a participant )  
of the [name of the unincorporated joint venture])  
by [ ] )  
his/her/its\*\* attorney under power of attorney )  
dated [ ] )  
 )  
in the presence of: )  
 )  
..... )  
[Name] )  
[Occupation] )  
[Address] )

*[Signature of the  
attorney]\**

L.S.

Note :

- (a) For use where the Consultants are a sole proprietor.  
(b) For use where the Consultants are a partnership.  
(c) For use where the Consultants are a company incorporated in Hong Kong and execute the deed with a Common Seal.  
(d) For use where the Consultants are a company incorporated in Hong Kong and execute the deed without a Common Seal.  
(e) For use where the Consultants execute the deed under a power of attorney.  
(f) For use where the joint venture participant is a sole proprietor.  
(g) For use where the joint venture participant is a partnership.  
(h) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.  
(i) For use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.  
(j) For use where the joint venture participant executes the deed under a power of attorney.

\* The italic parts are not part of the execution clause. They are for guidance or information only.

\*\* Select the correct expression for use. If none is applicable, insert an appropriate expression.

^ The deed shall be executed by all the partners. Add more names if required.

# Select the appropriate form or forms and REPEAT FOR EACH PARTICIPANT of the unincorporated joint venture.

**Standard Requirements for the Consultants to Set Up a System to Protect the Classified Information on Planning of Railways or Roads**

- (1) The Consultants shall set up a system in their workplaces to protect the classified information on planning of railways or roads furnished by the Employer or any such or similar information generated or produced by the Consultants pursuant to this Agreement. The system so set up by the Consultants shall comply with the requirements stipulated in the Guidelines on Handling Classified Information on Planning of Railways or Roads (“the Guidelines”) attached at [Appendix B2]\*.
- (2) The Consultants shall regularly remind their employees of the requirements in the Guidelines and monitor compliance of the Guidelines by conducting regular checks on their employees.

\* Please insert a suitable Appendix number as appropriate.

**Guidelines on Handling Classified Information on Planning of Railways or Roads****Introduction**

These guidelines set out the requirements for handling of classified documents for compliance by Consultants. These guidelines are divided into three parts: Part A – General Principles; Part B – Handling of Paper Based Classified Documents; and Part C – Handling of Classified Information Using Information Technology (IT).

**Part A – General Principles****Categories of Classified Documents**

2. There are four categories of classified information, namely, Top Secret, Secret, Confidential and Restricted according to the Security Regulations. In Highways Department (HyD), the majority of the classified documents are of the “Confidential” or “Restricted” categories. Brief definitions of these two categories are as follows -

Confidential - Information and material, the unauthorised disclosure of which would be prejudicial to the interests of the Government of the Hong Kong Special Administrative Region or the Central People’s Government of the People’s Republic of China.

Restricted - Information and material, the unauthorised disclosure of which would be undesirable in the interests of the Government of the Hong Kong Special Administrative Region.

**Grading of Documents**

3. It is the responsibility of the originating Consultants’ staff to decide the appropriate level of classification of a document according to the Security Regulations. The government officer managing the relevant consultancy agreement could review and, if necessary, amend the level of classification for the document classified by the Consultants. When deciding on which classification to apply, care should be taken to avoid over-grading which will not only undermine the whole system of security but also generate an undue burden on records management and unnecessarily restrict the rightful access of the public to information in the public domain.

**Access to Classified Documents**

4. The “need to know” principle that the dissemination of classified information should be no wider than is required for the efficient conduct of the business in hand and restricted to those who are authorised to have access is fundamental to all aspects of security.

5. Consultants’ staff should be made fully aware that it is their personal responsibility to apply the “need to know” principle within their own sphere of activity.

6. The “need to know” principle should be applied to all classified documents. The Consultants’ staff and their sub-consultants should see only those documents which they need for efficient performance of their official duties.

### **Handling of Classified Documents**

7. All Consultants' staff should take care of classified information entrusted to their care.

### **Loss of, or Damage to, Classified Documents**

8. If it is found that a classified document graded "Confidential" or above in the Consultants' custody is lost or damaged, a report must be made immediately to the Director's Representative (DR).

### **Divulgence of Classified Documents to Third Party**

9. The Consultants may be allowed to divulge the classified information to third parties after they have obtained the prior written consent of the Employer. The Consultants should ensure that the amount of classified information provided to the third parties and the number of personnel to be provided with such information should be kept to a minimum.
10. The Consultants should restrict the third party with approved access to the classified information from further divulgence of the information to other parties by requiring such third party to sign a letter of undertaking on confidentiality at a time before the third party is given access to the information.

## **Part B – Handling of Paper Based Classified Documents**

### **Marking and Recording**

11. All classified documents must be clearly marked with the grading of the document, e.g. "Confidential", "Restricted", etc. The method of marking different classification categories, including both paper and non-paper based documents, is set out in **Annex A**.
12. Registries and secretarial staff of the Consultants, as appropriate, responsible for the management of classified documents should maintain -
- (a) a register to record the following details of incoming documents classified "Confidential" and above:
    - (i) date, reference and office of origin;
    - (ii) where filed; and
  - (b) a register recording the files which contain documents classified "Confidential" and above together with an up-to-date record of the whereabouts of such files.

### **Safekeeping**

13. "Confidential" documents must be kept in a steel cabinet fitted with locking bar and padlock. "Restricted" documents must be kept either in a locked steel filing cabinet or in an office which is locked up after office hours.



14. Keys to safes or cabinets in which classified documents are kept should be handled with care, in such a way that no unauthorised persons may have access to them.

15. If a fire breaks out in the office building, the Consultants' staff who have documents classified "Confidential" or above in their custody should remove them from the building if possible, or lock them away in safes, filing cabinets or strong rooms.

### **Despatch and Transmission**

#### **(a) Within Hong Kong**

16. Within the same office building, classified documents may be passed by hand by the Consultants' staff handling the documents (or the secretarial staff serving them) to the other staff or their secretarial staff in such a way that the contents of the documents are not visible by others during the delivery process.

17. Classified documents for transmission outside the same office building (e.g. transmitted to HyD) must be put in a sealed envelope bearing the classification and be despatched by an authorised Consultants' staff. For documents graded "Confidential" or above, the reference number of the contents and an indication of origin should also be marked on the envelope.

18. The Consultants should submit to the relevant project office of HyD for agreement a secure system for receipt and dispatch of classified documents between the consultants and the project office.

#### **(b) Outside Hong Kong**

19. For despatch of documents classified "Confidential" and above to addresses outside Hong Kong, the advice from the DR should be sought.

#### **(c) Via Fax**

20. As regards transmission of "Restricted" documents, an ordinary fax machine may be used provided that the sender has notified the recipient beforehand and ensures that the documents will not be intercepted during the transmission.

21. Under no circumstances should graded documents be sent by post.

### **Taking Classified Documents out of the Office**

22. The practice of taking classified documents home is generally discouraged. "Confidential" documents may be taken home if approval is given by the DR, and if the Consultants' staff taking the documents has a suitable container or cabinet, fitted with a locking bar and padlock, in his home.

23. The Consultants' staff taking "Confidential" documents home or to official meetings within Hong Kong must ensure that they are carried in a locked case which must never be left unattended.

## **Copying**

24. Copying of classified documents is discouraged unless it is essential for the efficient functioning of the office. If it is essential to make a copy from a document graded "Confidential", the following procedures must be observed:

- (a) An entry should be made in a register with the following details –
  - (i) sufficient information to identify the original document (e.g. the reference number, date, originating office, etc.);
  - (ii) the name and post of the Consultants' staff authorising the making of a copy (or copies) from the original document;
  - (iii) the number of copies produced; and
  - (iv) the location or distribution of such copies.
- (b) The original document should be endorsed with the number of copies made and the signature of the Consultants' staff authorising to do so, with date.
- (c) The secretarial staff of subject Consultants' staff should keep the registers for classified documents under their personal care.

## **Re-grading of Documents**

25. When re-grading a document, the old classification must be deleted in ink and the new one marked on the document. The amendment must be signed and dated by the responsible Consultants' staff doing the re-grading.

## **Downgrading of Documents**

26. With the passage of time, information may cease to require high classification. The possibility of downgrading documents should therefore be kept in mind, but no classified documents may be downgraded without reference to their originator.

## **Destruction of Classified Documents**

27. Classified documents or waste materials no longer required will be destroyed normally by shredding. The shredding requirements for different grades of classified documents are set out in **Annex B**.

28. A shredding machine which fully complies with the requirements for shredding documents graded "Confidential" and above shall be provided at any of the Consultants' offices.

29. Staff not authorised to have access to classified materials should not be allowed access to classified waste. Therefore, the shredding of graded documents or waste materials should be performed personally by the Consultants' staff concerned or their personal secretaries who should not pass a classified document or waste material to another staff for destruction.

## **Part C - Handling of Classified Information Using Information Technology**

### **Storage, Processing and Transmission of Classified Information**

30. “Confidential” and “Restricted” information must be encrypted during storage and when transmitted over an un-trusted communication network – e.g. networks that use public telecommunication lines such as leased line and dial-up connection, wireless networks, or Metro Ethernet.

31. “Confidential” information must only be stored and processed on the internal fixed storage<sup>1</sup> of a stand-alone or networked portable /desktop computer if the computer is attended, or is in a physically secure environment. Access to these computers must be restricted by means of logical access control<sup>2</sup>.

32. Shared access to a device storing “Confidential” information is prohibited except among persons who are authorised to access all of the information stored on the device and unless all activity in relation to the “Confidential” information is tracked by audit trail and logical access control software.

33. “Restricted” information must only be stored and processed on the internal fixed storage of a stand-alone or networked portable / desktop computer or server computer if the computer is attended or is in a locked room or cabinet.

### **Classification Reminder**

34. Users given access to classified information on information systems<sup>3</sup> should be alerted of the type(s) of classified information they are accessing or going to access.

35. The Subject field of an electronic mail containing “Restricted” document must include the classification category of the document. The electronic file name of a “Restricted” document attached to e-mail must also include the classification category of the document.

### **Destruction of Classified Information**

36. All classified information must be completely cleared from device before disposal, or re-use. Any method that only temporarily erases the classified information or allows alternative means of recovery must not be used. Technical details on destruction of classified information are given at Annex F of the Security Regulations.

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<sup>1</sup> “Internal fixed storage” means a storage device such as hard disk or solid-state drive that is, designed or intended to be used permanently, installed inside of the computer casing during use.

<sup>2</sup> For logical access control specified in these Guidelines, a 2-factor authentication is recommended for accessing a computer that stores “Confidential” information.

<sup>3</sup> “Information System” in these Guidelines means a related set of hardware and software organised for the collection, processing, storage, communication, or disposition of information.

37. If the classified information cannot be completely cleared, the media unit must be physically destroyed in a manner that prevents recovery of the classified information. Technical details on destruction of classified information are given at Annex F of the Security Regulations.

### **Physical Security**

38. Access to every office, computer room or work area where an information system containing classified information is located, shall be physically restricted.

39. The display screen on which classified information can be viewed shall be carefully positioned so that unauthorised persons cannot readily view it.

### **Use of Wireless Local Area Network at Consultants' Offices**

40. Wireless local area network, such as Wi-Fi network, is very vulnerable and must not be used to transmit classified information.

### **Use of Privately-owned IT Equipment**

41. Classified information must not be stored and processed in privately-owned computers, mobile devices or removable media.

**Markings for Classified Documents**

<b><u>Document Types</u></b>	<b><u>Markings</u></b>
1. Paper documents	Marked in the centre at the top and bottom of each page, preferably in red, in letters not less than 5mm high for “Confidential” or above. “Restricted” will be treated similarly, but the classification will be marked in black.
2. Books, files or other multi-page documents	Marked in the centre at the top and bottom of the front and back covers and title page, if any.
3. Maps, plans and drawings, etc.	Marked at the top and bottom centre and adjacent to any map scale or drawing number.
4. Photographs and their containers	Conspicuously marked with their classification.
5. Photographic negatives	Marked so that the classification will be reproduced on all copies made from the original.
6. Microform (microfilm or microfiche)	Marked in the middle at the top and bottom of each frame, so that it is clearly visible when the data are projected onto a viewing screen or copied onto paper.
7. Cassette containing microfilm	Should bear eye-readable markings.
8. Magnetic tape	Labels with clearly legible classification markings should be fixed to the front flange of the tape spool and the edge of the protective container.
9. Cassette containing magnetic tape	Classification markings should be applied to both the front and back faces and the spine of the protective container.
10. Computer floppy disks (diskettes)	Labels with clearly legible classification markings should be fixed to one side of the disk jackets. Security classification should also be applied to the front and back of the disk case.

**Shredding Requirements for Different Grades of Paper Based Classified Documents**

**Categories**

**Shredding Requirements**

Confidential

to a width of 1mm or less with no cross-cut or to a width of 2mm or less with a cross-cut at 20mm or less

Restricted

to a width of not more than 8 mm



**Standard Requirements on Confidentiality to be Signed by Approved Third Parties**

The Consultants shall restrict the third party with approved access to the classified information on planning of railways or roads from further divulgence of the information to other parties. The Consultants shall require the relevant third parties to sign a Letter of Undertaking on Confidentiality attached at [Appendix C2]\* at a time before they are given access to the classified information on planning of railways or roads.

\* Please insert a suitable Appendix number as appropriate.

**Letter of Undertaking on Confidentiality to be Signed by Approved Third Parties**

To : The Government of the Hong Kong Special Administrative Region  
(the Government)

From : [ ]

Date : [ ]

Dear Sir,

**Letter of Undertaking on Confidentiality**

**[Consultancy Agreement No. and Title]**

By Agreement No. [ ] dated [ ] (“Consultancy Agreement”) made between the Government and [name of Consultant] (“the Consultant”), the Consultant is engaged by the Government to provide services as more particularly described in the Consultancy Agreement.

In consideration of the provision of the classified information *on [the subject matter] / as listed in Annex of this Letter of Undertaking\** by the Government through the Consultant to us for the performance of the tasks required on us, we hereby undertake to the Government that we shall keep the classified information that comes to our possession or knowledge strictly confidential and shall not disclose the classified information to any third parties.

We shall ensure that the disclosure of such classified information to our employees 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 performance of the tasks required on us. We shall take all necessary measures to ensure that our employees are aware of and shall comply with the non-disclosure provisions contained in this Letter of Undertaking.

We undertake that we shall not use, and shall ensure that our employees shall not use, any of the classified information referred to above for any purposes other than for the performance of the tasks required on us.

If requested by the Government, we shall, and shall ensure that our employees shall, forthwith deliver to you all the classified information and destroy all copies (whether physical, electronic or otherwise) of the classified information as soon as possible upon receiving such request from the Government.

[We hereby irrevocably and unconditionally agree to indemnify the Government against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever which the Government may suffer, incur or sustain, whether direct or consequential, as a result of any breach of this Letter of Undertaking by us or our employees.]#

This Letter of Undertaking shall remain in full force and effect notwithstanding the completion of the tasks required on us. Provided that this Letter of Undertaking shall not extend to information which is in the public knowledge or becomes so at a future date otherwise than as a result of a breach of this Letter of Undertaking.

This Letter of Undertaking shall be governed by and construed in all respects according to the laws for the time being in force in the Hong Kong Special Administrative Region.

\_\_\_\_\_  
(Name of the non-Government organisation).....

(Name of the signatory).....

(Position of the signatory) .....

Notes:

\* The project officer should select the most appropriate descriptions of the classified information for his own case.

# Used when it is appropriate to impose indemnity on the third party.

**Standard Requirements on Declaration of Investment and Conflict of Interest by Consultant Staff**

The Consultants shall suitably identify and designate consultant staff, who have access to the classified information on planning of railways or roads and have the ability to influence the decision-making process in the planning procedures, to declare to the Consultants on appointment and biennially using the form attached at [Appendix D2]\*. Further, the designated consultant staff are also required on appointment to positively declare whether they have actual or potential conflict of interest in taking up the relevant posts, and thereafter at any time when new circumstances arise until they are transferred out of the designated posts using the form at [Appendix D3]\*. The Consultants shall notify such designation or subsequent revision of designation to the Director's Representative. In the event that any conflict is disclosed in a declaration, the Consultants shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed. The Consultants shall make reference to the guidelines on mitigation measures for managing declared conflict of interest at [Appendix D4]\*. In case the conflict of interest is severe, the Consultants shall seek advice from the Director's Representative before taking any mitigating measures. The Consultants shall maintain proper documentation of all designations, declarations and mitigation measures taken. The Director's Representative reserves the right to conduct audits on the procedure of declaration made by the designated consultant staff and the Consultants will be required to provide explanations to the Director's Representative for any irregularities.

\* Please insert a suitable Appendix number as appropriate.

**Declaration of Investments by Consultant Staff**

(Biennial Declaration/Declaration on Appointment)

To : \_\_\_\_\_  
(Name of consultants)

**Part A****Personal Particulars****Consultant Staff**

Name \_\_\_\_\_ (English) \_\_\_\_\_ (Chinese)  
(First name) (Last name)

HKID No. \_\_\_\_\_

Present post \_\_\_\_\_

Appointed to Present Post on \_\_\_\_\_

Name of spouse \_\_\_\_\_ (English) \_\_\_\_\_ (Chinese)  
(First name) (Last name)

HKID No. of spouse \_\_\_\_\_

Occupation of spouse \_\_\_\_\_

Employer of spouse \_\_\_\_\_

**Declaration**

I report my investments held as at \_\_\_\_\_ (date) as detailed in Part B of this form.

I hereby declare that the particulars entered in the attached form(s) are accurate and complete.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PART B****Details of Investments and Interests Held**

Serial No.	(a) Particulars of Investments/ Interests (see notes)	(b) Date of Acquisition (dd/mm/yy)	(c) Quantity/ Units Acquired	(d) Price of Acquisition [HK \$ as at (b)]	(e) Use of Investment at (a) (Please ✓ as appropriate)	
<b>(I) <u>Land or buildings owned in Hong Kong and/or places outside Hong Kong</u></b>						
					Self-use	Leased

Serial No.	Particulars of Investments/ Interests (see notes)	(a) Date of Acquisition (dd/mm/yy)	(b) Quantity/ Units Acquired	(c) Price of Acquisition [HK \$ as at (a)]
<b>(II) <u>Shareholdings of the issued share capital in any company</u></b>				
<b>(i) Listed Public Company</b>				
<b>(ii) Unlisted Public Company</b>				
<b>(iii) Private Company</b>				
<b>(III) <u>Others</u></b>				

Name : \_\_\_\_\_ Signature : \_\_\_\_\_

Post : \_\_\_\_\_ Date : \_\_\_\_\_



***Points to note when completing the Declaration Form***

**Notes on “Details of Investments and Interests Held”**

- (1) Under HyD Technical Circular No. 2/2025, the “investments” for declaration and reporting include but are not limited to investment in land, property and property securities, and shareholding in any company that may benefit from the planned railways or roads inside the study areas.
- (2) The “investments” for declaration and reporting -
- (a) include any investment, shareholding or direct or indirect interest in any company or undertaking (including company directorship), and any interest in land or buildings (including self-occupied property) in Hong Kong and/or in places outside Hong Kong;
  - (b) include but are not limited to -
    - (i) securities listed on the Stock Exchange of Hong Kong;
    - (ii) futures and options contracts and other products traded on the Hong Kong Futures Exchange;
    - (iii) Tracker Fund of Hong Kong;
    - (iv) Link Real Estate Investment Trust; and
    - (v) any investment listed above which belongs to an officer but is held in the name of his/her spouse or of any other person or agent or company acting on his/her behalf,
  - (c) but, exclude -
    - (i) unit trusts, mutual funds<sup>2</sup> and life insurance policies;
    - (ii) bank deposits (irrespective of currencies) and currency transactions;
    - (iii) government bills and notes and multilateral agency debt instruments;
    - and
    - (iv) any investment held by an officer as a trustee or for charitable purposes where the officer has no beneficiary interest.
- (3) For reporting of land or buildings owned in or outside Hong Kong, detailed address is required. Whether the land or buildings owned in Hong Kong or elsewhere is for residential or commercial use should be specified.

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<sup>2</sup> The unit trusts and mutual funds to be excluded refer to those where the fund managers make active investment decisions completely independent of beneficial ownership, thus rendering the chance of potential conflict of interest between such investment and official duties minimal.

- (4) For reporting of the use of land or buildings, “self-use” includes self-occupied, occupied by family and relatives, vacant or any other purposes for which no income is derived.
- (5) With reference to the relevant definitions under the Companies Ordinance (Cap. 622) and Securities and Futures Ordinance (Cap. 571), the meaning of “private”, “unlisted public” and “listed public” companies for the purpose of this form are as follows –
- (i) *private company* – those with an upper limit of 50 members (excluding staff) and are prohibited from inviting the public to subscribe to their shares;
  - (ii) *unlisted public company* – those not falling under the definition under (i) above and are not listed on a recognised stock market (local or overseas); and
  - (iii) *listed public company* – those not falling under the definition under (i) above and its shares are listed on a recognised stock market (local or overseas).
- (6) If interests in a private company are included, a brief indication of the following should be given –
- (a) the nature of its business;
  - (b) whether the company has active business activities; if it is solely for holding land or properties, please provide details of the land and properties;
  - (c) whether the officer has actively participated in the business(es) of the company; and
  - (d) the officer’s shareholding and names of other shareholders which are known.

**Declaration of Conflict of Interest**

**Part A – Declaration** *(To be completed by the Declarer)*

To : (Name of consultants)

- ☐ I have no conflict of interest, whether actual or potential\*, in discharging my official duties in relation to *[insert the name of the project / exercise requiring positive declaration by the Company]*, and undertake to declare any such conflict immediately when I become aware of it.
- ☐ I would like to report the following actual/potential conflict of interest situation arising during the discharge of my official duties:

Person(s)/organisation(s) with whom/which I have official dealings and/or private interest
My relationship with the person(s)/organisation(s) (e.g. relative)
My contact with the person(s)/organisation(s) (Please state the frequency of contact and the usual occasions of contact, etc.)
Relationship of the person(s)/organisation(s) with the Company (e.g. supplier)
Brief description of my duties which involved the person(s)/organisation(s) (e.g. handling of tender exercise)
File reference, if any, of the mentioned duties

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of the Declarer)  
(Title)

\* Potential conflict of interest refers to situation that may be developed into an actual conflict in the future.

**Part B – Approval** *(To be completed by the consultants)*

To : (Declarer)

*Part B(i) – In respect of the declaration in Part A of this form, it has been decided that:*

☐ The declaration as described in Part A is noted. You are allowed to continue handling the work as described in Part A, provided that there is no change in the information declared above.

☐ You are restricted in the work as described in Part A (e.g. prohibit from handling the specific part/duty that you have conflict, withdraw from discussion on a specific issue/case).

Details:

☐ You may continue to handle the work as described in Part A, but an independent person would be recruited to participate in, oversee or review part or all of the decision-making process (e.g. task another staff member with the required expertise to provide objective assessment on the matter).

Details:

☐ You are relieved of your duty as described in Part A, which will be taken up by another person (e.g. staff member, expert) through redeployment.

Details:

☐ Others (please specify) (e.g. you should not contact the person(s)/organisation(s) concerned until the conflict situation described in Part A no longer exists):

Details:

*Part B(ii) – The justification(s) for the measure(s) as described in Part B(i) above is/are: (Factors of consideration including the materiality of the conflict, link between the conflict and the matter in question, and any possible negative public perception over the conflict/incident.)*

In all cases, please be reminded that you should not disclose any privileged/internal information of the subject matter to the person(s)/organisation(s) concerned and should further report if there are changes in circumstances necessitating reporting.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of the Approving Authority)  
(Title)

**Part C – Keeping of Records** *(To be completed by the Declarer)*

To : (Designated Office/Staff Member for keeping the completed declaration form)

I noted the decision in Part B. The completed form is for your retention please.

---

(Date)

---

(Name of the Declarer)  
(Title)

## **Mitigating Measures for Managing Declared Conflict of Interest**

- (a) **Record** – Where the risk in a conflict of interest situation is indirect, remote or insignificant, and the occurrence of such a situation is infrequent, it may be sufficient to take note of the conflict only.
- (b) **Restrict** – Where a conflict is not likely to arise frequently and the staff can be effectively separated from the part of activity or process in which the conflict arises, it may be suitable to restrict the staff's involvement in the task in which he has a conflict (e.g. withdrawing from discussion on a specific issue, abstaining from voting on the decisions) and access to the related information.
- (c) **Recruit** – Where it is impractical to restrict a staff member's involvement, an independent staff member/expert may be recruited to participate in, oversee, or review part or all of the decision-making process if appropriate (e.g. engaging expert in the selection of highly specialised items).
- (d) **Redeploy** – Where it is inappropriate to allow the staff who has declared a conflict of interest to handle a specific matter, it may be suitable to relieve of the staff's duty which may then be taken up by another staff through redeployment. For serious conflict of interest cases with a high likelihood of relapse, it may be suitable to post out the staff to avoid negative public perception.
- (e) **Relinquish** – Where a staff member's commitment to the public duty outweighs his attachment to his private interest, and adopting other mitigating measures is not appropriate or possible, he may be asked to relinquish his personal or private interests (e.g. divesting the investments, ceasing to be a member of a club/association).