



Ref. : WB (CS) 1/2/5

Group : 17

5 March 2001

Works Bureau Technical Circular No. 3/2001

Dissemination of Information through Internet

Scope

1. This circular makes provisions for the following matters relating to the departmental web sites of Works Bureau and Works Departments-
 - (a) re-dissemination of information on departmental web sites through the web sites of non-government organisations;
 - (b) hyperlinking from the web sites of non-government organisations to the departmental web sites; and
 - (c) web publication of technical documents.

Effective Date

2. This circular takes immediate effect.

Effects on Existing Circulars

3. This circular has no effect on other circulars.

Related Circulars

4. This circular is not related to other circulars but is based on the following documents:-
 - (a) *Guidelines on Charging the Provision of Government Data through the Internet* (the "FB Guidelines") issued by S for Tsy through her memo of 25 September 2000 ref. FIN CR 1/1076/00; and
 - (b) *Guidelines on Dissemination of Information through Government Homepages* ("the HAB Guidelines") issued by the Secretary for Home Affairs vide his Circular Memorandum of 3 November 2000 ref. (39) in HAB/II/1/24 VI.

Definition

5. In this circular:-

"re-dissemination" means the re-production, in whole or in part, of the contents of web sites of Works Departments on the web sites of non-Government organisations;

"Technical Document" means documents containing technical information on planning, design, tendering, administration and maintenance of works projects. Technical Document includes, without limitations, procedures manuals, conditions of tender, conditions of contract, methods of measurement, specifications, standard drawings, technical circulars and design guidelines;

"Saleable Document" means a publication the hard copies of which are available for sale in the Government Publication Centre.

Background

6. The web sites of Works Bureau and Works Departments have become important media for communicating and collaborating with the construction industry. This circular promulgates the policy that will further enhance the values and use of our web sites in serving these important functions.

Policy on Re-dissemination

General principle

7. Works Bureau's policy is to encourage re-dissemination of information on departmental web sites through the web sites of non-government organisations. Not only will re-dissemination make our information more accessible, it will also foster opportunities for developing value-added services that will benefit the construction industry. The Government, being the largest promoter and client of the local construction industry, will finally benefit from the improved services.
8. Request for re-dissemination of information should be handled in accordance with the arrangements stipulated in the FB Guidelines through general non-exclusive licences granted to members of the public.
9. Departments should use non-exclusive agreement, where appropriate, to encourage more open environment for development of value-added services. Exclusive agreements, if so required, should go through the tendering process in accordance with the Stores and Procurement Regulations.

Standard agreement

10. In case where non-exclusive licences are appropriate, departments may adopt the standard agreement in Annex 1 to consistently deal with the requests for re-dissemination for commercial or non-commercial purposes.

11. The standard agreement consists of two parts:-
 - (a) clauses setting out the terms of the agreement; and
 - (b) a schedule to the agreement (the schedule).
12. The entries for the schedule should be agreed between departments and organisations requesting re-dissemination prior to concluding the re-dissemination agreement. The guidance for completing the schedule is included in Annex 2. The re-dissemination agreement should be concluded using the standard offer letter in Annex 3. Offer letters should be signed by the department head or any officer authorised by him.
13. Departments should take into account the following in determining whether an application should be entertained:-
 - (a) intellectual property issues;
 - (b) licensed purposes. (The use of the information for commercial purposes should not, in itself, be considered as illegitimate);
 - (c) reputation of the organisation;
 - (d) capability in providing a satisfactory re-dissemination service and the proposed value-added services; and
 - (e) considerations whether the efforts in making available the information for re-dissemination would affect and frustrate the resources allocated to other departmental functions.

Policy on hyperlinking

14. As hyperlinking will boost the readership of departmental web sites, departments should keep an open mind in dealing with the requests made by non-government organisations for hyperlinks.
15. In normal cases, departments may respond to requests for hyperlinking by issuing the standard "no-objection" letter in Annex 4. No-objection letters should be signed by the department head or an officer authorised by him.
16. If a request causes any concerns, the department should negotiate with the requestor and devise mutually acceptable arrangements. Possible requests that may give rise to concerns are:-
 - (a) creation of hyperlinks that would result in bypassing of the web pages publicising government initiatives;
 - (b) framing of web pages; and
 - (c) creation of hyperlinks that would degrade the public image of the Government.

17. From the works policy point of view, the creation of hyperlinks from commercial sites should not, without more, be a cause of concern. On the contrary, the creation of hyperlink for commercial purposes is in line with the Government's initiative to help the business. These commercial operators would then develop information services that will help the construction industry achieve productivity gains and cost savings.
18. In normal cases, the creation of hyperlinks should not incur any additional costs to departments. However, if the creation does incur additional costs, departments should recover these costs provided that the charging would be cost effective to administer.

Policy on web publication of technical documents

19. In line with the Government's initiative to help the business, departments should provide timely publication of Technical Documents on their web sites, subject to the availability of resources. This requirement does not, however, apply to documents containing sensitive information that should not be disclosed.
20. A substantial number of Technical Documents has already been published on departmental web sites. Departments should review regularly the documents under their purview to identify the opportunities for expanding the publication portfolio.
21. The policy in paragraph 19 applies to Saleable Documents. Furthermore, charges need not be levied for Internet version of these documents if:-
 - (a) no cost is incurred in making the information available through Internet; or
 - (b) the cost incurred is so minimal as to justify the set up of costly mechanism to recover costs.

Enquiries

22. Enquiries on this circular may be made to Computer Services Unit of Works Bureau at fax no. 2905 1181 or e-mail address csu@wb.gov.hk.

(W. S. Chan)
Deputy Secretary (Works Policy)

Annex 1 - Re-dissemination Agreement

Agreement No. – [to be assigned by department]

THIS AGREEMENT is made day of between the Government of the Hong Kong Special Administrative Region ("the Licensor") and [insert the full name of the licensee] ("the Licensee") whose registered office is [insert address].

RECITALS

(A) The Licensee has requested for re-dissemination of the Licensed Information and provide Value-added Services through the Hosting Web Site.

(B) The Licensor has agreed to the re-dissemination of the Licensed Information and provision of the Value-added Services subject to the terms and conditions as hereinafter contained.

IT IS AGREED as follows:-

1. In this agreement, unless the context otherwise requires:-

"Information Unit" means a batch of Licensed Information provided to the Licensee;

"Hosting Web Site" means the web site for hosting the Licensed Information and for providing the Value-added Services;

"Licensed Information" means the information that may be re-disseminated by the Licensee in accordance with the terms of this agreement;

"Licensed Purposes" means the Licensee's purposes for re-disseminating the Licensed Information and for providing the Value-added Services;

"Method of Collection" means the method for collecting the Licensed Information;

"Service Level Requirement" means a service level requirement for re-dissemination of the Licensed Information and for providing the Value-added Services;

"Unit Rate" means the charge that is payable by the Licensee to the Licensor for each Information Unit;

"Value-added Services" means the value-added services to be provided by the Licensee using the Licensed Information.

2. The schedule annexed hereto forms part of this agreement.

3. Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine,

feminine or neuter) shall be taken to include any other gender where the context requires.

4. Subject to the provisions of these conditions, the Licensor grants to the Licensee a non-exclusive and revocable licence for re-disseminating in whole or in part the Licensed Information and providing Value-added Services through the Hosting Web Site for the Licensed Purposes.
5. A legible acknowledgement in the following form shall be contained on the web pages where the contents derived from the Licensed Information are displayed:-

"This material is reproduced under a licence from the Government of the Hong Kong Special Administrative Region. All rights are reserved."

6. (A) The Licensee shall comply with the Service Level Requirements. The Licensor may by written notice request the Licensee to provide evidence of compliance. The Licensee shall provide evidence to the satisfaction of the Licensor within 5 working days of such notice.

(B) The Licensee shall provide the Licensor with all reasonable assistance in verifying compliance with the Service Level Requirements, including giving reasonable access to sections of the Hosting Web Site with restricted access.
7. (A) The Licensor may provide the Licensed Information in Information Units from time to time. The Licensee shall collect the Information Unit at his own cost using the Method of Collection.

(B) The Licensee shall pay the Licensor the Unit Charge for each Information Unit collected pursuant to sub-clause (A). The Unit Charge for an Information Unit shall become due and payable when the Licensee receives notice from the Licensor that the unit is available for collection.

(C) The amount payable by the Licensee under this clause shall be a debt due from the Licensee to the Licensor at the time when it is payable.
8. Further to Clause 7, the Licensee shall be responsible for all other costs for re-disseminating the Licensed Information and for providing the Value-added Services. Such costs shall include, without limitations, digitizing and processing of information, and application development and maintenance.
9. The Licensed Information is provided without any warranty, representation or undertaking of accuracy or fitness for any purposes. Neither the Licensor, its employees or agents will be liable to the Licensee and any persons claiming through him for any direct or consequential losses, including but not limited to losses arising from:-
 - (a) any inaccuracy in the Licensed Information;
 - (b) the use or the failure to use the Licensed Information; or

- (c) any omissions in providing the Licensed Information in accordance with the terms of this agreement.
- 10. The Licensee shall not make any representation through his web sites or through any other media that the agreement signifies the Licensor's endorsement of the contents of the Hosting Web Site or any services provided through it.
- 11. The Licensee hereby indemnifies the Licensor against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Licensor whether direct or consequential arising from a breach or breaches of any of the conditions herein contained.
- 12. The Licensor shall be entitled to terminate this agreement by giving notice in writing to the Licensee, such notice to take effect seven days after service of the notice. In addition, the Licensor shall have the right to terminate this agreement forthwith by notice in writing to the Licensee under any of the following circumstances:-
 - (a) If the Licensee fails to perform or observe any of the obligations on its part to be performed or observed under this agreement provided that in the case of a breach which is capable of being remedied, such breach has remained unremedied for a period of more than 10 days after written notice to remedy the same has been given to the Licensee by the Licensor; or
 - (b) if a winding-up resolution or petition in respect of the Licensee is passed or presented (otherwise than solely for the purpose of a bona fide reconstruction or amalgamation) or if a receiver has been appointed over any of its assets.
- 13. Upon termination of the agreement, the Licensee shall remove and destroy all Licensed Information together with all materials derived therefrom (whether in physical or electronic form) which are in its possession or under its control.
- 14. The Licensee shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this agreement, without the prior written consent of the Licensor.

Schedule to Re-dissemination Agreement

(a)	Hosting Web Site	
(b)	Licensed Information	
(c)	Value-added Services	
(d)	Licensed Purposes	
(e)	Service Level Requirements	
(f)	Method of Collection	
(g)	Information Unit	
(h)	Unit Rate	

Annex 2 - Guidance for Preparing Schedules to Re-dissemination Agreements

1. A schedule is included for the purpose of customising the terms of the re-dissemination agreement to suit individual cases.
2. The entries in the schedule should be agreed with the Licensee. The guidance for completing these entries is as follows:-
 - (a) Licensed Information – Description of the Licensed Information including the Internet addresses (if any);
 - (b) Value-added Services – Departments should take a liberal approach towards proposals for value-added services. The Licensee should be allowed to include any value-added services that serve legitimate purposes;
 - (c) Licensed Purposes – The Licensee should be allowed to include any legitimate purposes. The use of the Licensed Information for commercial purposes, including the making of profit, should not, in itself, be considered as illegitimate;
 - (d) Service Level Requirements – Departments may regulate the re-dissemination process through imposing service level requirements. These requirements should be imposed only if there are genuine needs from the departments' point of view (for instance to ensure the timeliness of publishing updates or reasonable downloading speed). Possible service level requirements include limit on the lead time for publishing updates and downloading speed;
 - (e) Method of Collection – The method of collecting the Licensed Information should be agreed with the Licensee. The possible methods of collection include, without limitations:-
 - (i) downloading from departmental web sites, which should be adopted in normal cases;
 - (ii) provision of information through e-mail. E-mail may be used if the information cannot be downloaded conveniently. For instance, if web contents are generated from a database, it may be more convenient to send the database through e-mail; and
 - (iii) provision of information on removable media. This method should be used if the volume of information is so large as to make downloading and e-mail inconvenient;

- (f) Information Unit – This is the unit in which information will be made available. For instance, for a periodical, the unit could be each issue of the publication. For a list of contractor, the unit could be the database of the list after each update;
- (g) Unit Rate – This is the charge for every Information Unit. The charge should be calculated on cost recovery basis and should include staff cost, overhead and material cost. The entry may be nil if the re-dissemination will not incur any additional cost to the department. For instance, if the Licensee downloads the information from the departmental web site, the re-dissemination will not incur any additional costs to the department.

Annex 3 - Offer Letter for Re-dissemination

To – [Name and address of Applicant]

Dear Sir,

Application for Re-dissemination of Information
(Application No. - _____)

I refer to your letter of [insert date of letter] applying to re-disseminate [insert description of the information]. I have pleasure in offering to grant a licence for the re-dissemination in accordance with the terms in the enclosed Re-dissemination Agreement. I should be grateful if you would confirm your acceptance of these terms by signing the duplicate of this letter and return the signed copy to me.

Yours faithfully,

(Name of officer)
for [Head of Department]

[To be included in duplicate of letter.]

Company Chop

Signed for and on behalf of Applicant

Signature _____

Name _____

Date _____

Annex 4 - Reply to Requests for Hyperlinking

[To requestor]

Dear Sir/Madam,

Thank you very much for your letter dated [to be inserted] advising that you wish to create hyperlinks to our web pages on [add brief description of the web pages]. We have no objection to the proposal and should be grateful if you would take note of the following points:-

- (a) Hyperlinks should preferably be made to our homepage at [insert Internet address of homepage];
- (b) If links are created to the other web pages, you may wish to conduct regular checks to ascertain whether the addresses of these pages have been changed. It should be noted that our web sites may be re-organised from time to time without notice;
- (c) For the avoidance of doubt, this letter does not confer any rights to re-dissemination of any contents on our web site. Applications for re-dissemination may be made in accordance with the provisions of Works Bureau Technical Circular No. 3/2001 which is available at the following Internet address-

<http://www.wb.gov.hk/circular/index.htm>

- (d) This letter does not signify any association between your web site and the Government of the Hong Kong Special Administrative Region nor endorsement of the contents of your web site. Furthermore, you should not make any representation or implication in your web sites or through any other media that any such association/endorsement exists.

Yours faithfully,

(name of officer)
for [head of department]