

ALBERTA

**OFFICE OF THE INFORMATION AND PRIVACY
COMMISSIONER**

ORDER F2014-44

October 31, 2014

CITY OF ST. ALBERT

Case File Number F7328

Office URL: www.oipc.ab.ca

Summary: The Applicant made an access request under the *Freedom of Information and Protection of Privacy Act* (the FOIP Act) to the City of St. Albert (the Public Body). The Applicant requested a copy of “the winning vendor’s response” to a request for proposals the Public Body had issued.

The Public Body provided some information to the Applicant, but applied sections 16 (disclosure harmful to business interests of a third party) and 17 (disclosure harmful to personal privacy) to withhold the remaining information.

The Adjudicator determined that section 16 did not apply to the information severed by the Public Body. She decided that with the exception of cell phone numbers and identification numbers, the information to which the Public Body had applied section 17 lacked a personal dimension. The Adjudicator ordered disclosure of the records except for the cell phone numbers and identification numbers.

Statutes Cited: AB: *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, ss. 1, 6, 16, 17, 71, 72

Authorities Cited: AB: Orders 96-013, 97-013, 99-018, F2003-004, F2005-011, F2008-027, F2009-007, F2009-015, F2009-028, F2010-013, F2010-036, F2011-002, F2011-011, F2011-018, F2012-06, F2012-17, F2013-17, F2013-37, F2013-47, F2013-48, F2013-51
ON: MO-1558-I

Cases Cited: *Canada (Information Commissioner) v. Canada (Prime Minister)*, [1992] F.C.J. No. 1054; *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31; *Qualicare Health Service Corporation v. Alberta (Office of the Information and Privacy Commissioner)*, 2006 ABQB 515; *University of Alberta v. Pylypiuk*, 2002 ABQB 22

I. BACKGROUND

[para 1] On July 3, 2012, the Applicant made an access request to the City of St. Albert (the Public Body). The Applicant requested a copy of “the winning vendor’s response to the RFP 12-004, Site Safety & Security Review”.

[para 2] The Public Body responded to the Applicant’s access request on February 6, 2013. The Public Body applied sections 16 (disclosure harmful to business interests) and 17 (disclosure harmful to personal privacy) of the FOIP Act to withhold information from the Applicant.

[para 3] The Applicant requested that the Commissioner review the Public Body’s response to his access request. The Commissioner authorized mediation. As mediation was unsuccessful, that matter was scheduled for a written inquiry.

[para 4] Aon Reed Stenhouse Inc. (Aon) was identified as a party affected by the Applicant’s access request and was invited to participate in the inquiry. It provided submissions.

II. INFORMATION AT ISSUE

[para 5] The information severed by the Public Body from the records under sections 16 and 17 is at issue.

III. ISSUES

Issue A: Does section 16 of the Act (disclosure harmful to business interests of a third party) apply to the information in the records?

Issue B: Does section 17 (disclosure harmful to personal privacy) require the Public Body to withhold information in the records from the Applicant?

IV. DISCUSSION OF ISSUES

Issue A: Does section 16 of the Act (disclosure harmful to business interests of a third party) apply to the information in the records?

[para 6] Section 16 of the FOIP Act requires the head of a public body to withhold specific kinds of information that could harm a third party’s business interests if it is disclosed. Section 16 states, in part:

16(1) The head of a public body must refuse to disclose to an applicant information

(a) that would reveal

(i) trade secrets of a third party, or

(ii) commercial, financial, labour relations, scientific or technical information of a third party,

(b) that is supplied, explicitly or implicitly, in confidence, and

(c) the disclosure of which could reasonably be expected to

(i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,

(ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,

(iii) result in undue financial loss or gain to any person or organization, or

(iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

[para 7] In Order F2005-011, former Commissioner Work adopted the following approach to section 16 analysis:

Order F2004-013 held that to qualify for the exception in section 16(1), a record must satisfy the following three-part test:

Part 1: Would disclosure of the information reveal trade secrets of a third party or commercial, financial, labour relations, scientific or technical information of a third party?

Part 2: Was the information supplied, explicitly or implicitly, in confidence?

Part 3: Could disclosure of the information reasonably be expected to bring about one of the outcomes set out in section 16(1)(c)?

To meet the requirements of section 16, information must meet each of the requirements of section 16(1)(a),(b), and (c). These requirements are incorporated into the test proposed by former Commissioner Work.

[para 8] I turn now to the question of whether the information severed by the Public Body meets the requirements of the three part test set out in Order F2005-011.

Would disclosure of the information reveal trade secrets of a third party or commercial, financial, labour relations, scientific or technical information of a third party?

[para 9] The Public Body argues:

The City's redaction of information under Section 16(1) relates to the proposal's methodology, unit costs, proposed scheduling, and insurance information of a third party who submitted the successful proposal in response to RFP 12-0004. The City considers this information commercial or technical information of the third party thereby satisfying Part 1 of the three part test.

[para 10] Aon stated the following as its submission for the inquiry:

Aon has reviewed the Notice of Inquiry and the submission of the City of St. Albert pursuant to case file F7328.

Aon concurs and is in full agreement with [the] conclusion expressed in the submission provided by the City of St. Albert dated July 17, 2014. As Aon has previously expressed, the information being requested (a) contains trade secrets, including proprietary and confidential information, which if disclosed, would cause significant harm to Aon; and (b) the information, if disclosed would cause significant financial harm to Aon given a competitor could use the information in a way to cause a competitive disadvantage to Aon. This satisfies the test under the *Freedom of Information and Protection of Privacy Act* and therefore Aon would respectfully submit that this information be protected in accordance with the Act.

[para 11] Under section 71(3)(b) of the FOIP Act, a third party, such as Aon, bears the burden of proving that an applicant has no right of access to the record at issue, or a part of the record at issue.

[para 12] Aon and the Public Body argue that the information the Public Body severed under section 16 of the records consists of Aon's trade secrets, or alternatively, its commercial or technical information within the terms of section 16(1)(a).

Trade Secrets

[para 13] Section 1(s) of the FOIP Act defines the term "trade secret" for the purposes of the FOIP Act. It states:

I In this Act,

(s) "*trade secret*" means information, including a formula, pattern, compilation, program, device, product, method, technique or process

(i) *that is used, or may be used, in business or for any commercial purpose,*

(ii) *that derives independent economic value, actual or potential, from not being generally known to anyone who can obtain economic value from its disclosure or use,*

(iii) *that is the subject of reasonable efforts to prevent it from becoming generally known, and*

(iv) *the disclosure of which would result in significant harm or undue financial loss or gain.*

To constitute a trade secret under the FOIP Act, information must fall within the terms of section 1(s).

[para 14] “Trade secret” is not defined exhaustively. Rather, section 1(s) illustrates the kinds of information that may be considered trade secrets. If information meets the criteria set out in section 1(s), it is a trade secret within the terms of the FOIP Act. Meeting the criteria set out in section 1(s) requires evidence of the purposes to which a third party uses information, the economic value the third party derives from the fact that the information is not generally known, the steps it takes to prevent the information from becoming generally known, and the harm or loss the third party would suffer should the information be disclosed.

[para 15] The information that was severed under section 16 consists of the names of clients, clients’ contact information, general descriptions of the services Aon was retained to provide to clients, the names of Aon’s proposed project team and information about their related experience, Aon’s proposal as to how it would provide services should its proposal be accepted, its proposed fee for providing the proposed services, and a certificate of insurance. In its submissions, Aon did not point to any information in the records that could be construed as a formula, pattern, compilation, program, device, product, method, technique, process (or something similar to these) that it uses in its business for any commercial purpose, and I was unable to identify any such information in the records.

[para 16] Assuming, for the sake of argument, that the requirements of section 1(s)(i) are met, there is no evidence before me that the information severed from the records derives value from not being generally known, or that the information is subject to reasonable efforts to prevent it from becoming generally known, as required by sections 1(s)(ii) and (iii). Finally, although Aon refers to significant financial harm resulting to itself if the information in the records were obtained by a competitor, it does not correlate this risk of financial harm to the specific information in the records that it anticipates could have this result if it is disclosed, or explain the basis for anticipating that it will suffer financial harm. The information in the records, in and of itself, does not support a finding that Aon will suffer financial harm if it is disclosed.

[para 17] As the information does not meet the requirements of section 1(s), I am unable to find that it constitutes a trade secret under the FOIP Act.

Commercial Information of a third party

[para 18] The Public Body refers to the information in the records as commercial information belonging to Aon. The term “commercial information” has been defined in past orders of this office.

[para 19] Orders of this office have taken the position that section 16 is intended to protect the informational assets, or proprietary information, of third parties that might be exploited by competitors in the marketplace if disclosed. In Order F2009-015, the Director of Adjudication made this point at paragraphs 46 – 47. Similarly, Orders F2009-007, F2009-028, F2010-036, F2011-002, F2011-011, F2012-06, F2012-17, F2013-17, F2013-37, F2013-47, and F2013-48 also adopt the position that section 16 applies to protect the informational assets of third parties in situations where those assets have been supplied to government.

[para 20] In Order F2012-06, I said:

The purpose of mandatory exceptions to disclosure for the commercial information of third parties in access to information legislation is set out in *Public Government for Private People: The Report of the Commission on Freedom of Information and Individual Privacy* at page 313:

The accepted basis for an exemption relating to commercial activity is that business firms should be allowed to protect their commercially valuable information. The disclosure of business secrets through freedom of information act requests would be contrary to the public interest for two reasons. First, disclosure of information acquired by the business only after a substantial capital investment had been made could discourage other firms from engaging in such investment. Second, the fear of disclosure might substantially reduce the willingness of business firms to comply with reporting requirements or to respond to government requests for information.

This statement of the purpose of section 16 has been adopted in Orders F2009-028, F2010-036, F2011-001, and F2011-002 and found to be the rationale behind the mandatory exception to disclosure created by section 16 of the FOIP Act. In these orders, it was determined that section 16 is intended to protect specific types of proprietary information or “informational assets” of third parties from disclosure, so that businesses may be confident that they can continue to invest in this kind of information, and to encourage businesses to provide this kind of information to government when required.

[para 21] Applying the principles adopted in these orders, commercial information of a third party within the terms of section 16 is proprietary information about how the third party engages in commerce. Orders F2009-028, F2010-013, F2011-002, F2011-018, F2012-17, F2013-17, F2013-37, F2013-47 have defined “commercial information” as information *belonging to a third party* about its buying, selling or exchange of merchandise or services.

[para 22] As set out above, the Public Body withheld the following kinds of information: the names of clients, clients’ contact information, general descriptions of the services Aon was retained to provide to some of its clients, the names of Aon’s employees and biographical information about them, Aon’s proposal as to how it would provide services should its proposal be accepted, proposed fees for providing services, and a certificate of insurance.

[para 23] Most of the information severed from the records may be categorized as “proposed organization of work” and “information about representatives”. Although the Public Body did not cite authority for its position that section 16 applies to such information, I note that in Order F2003-004, the Adjudicator accepted that proposed organization of work is “commercial information” within the terms of section 16(1)(a). In that order, the Adjudicator stated:

Moreover, I find that the names and titles of Bell West’s key personnel and contract managers contained in Schedule D is Bell West’s commercial information, as that information relates to how Bell West proposes to organize its work. In particular, the contract manager is responsible and accountable for Bell West’s obligations under the SuperNet Master Agreement and other agreements. In this context, what would otherwise be personal information can also be commercial information. See Order 99-030 for another example in which personal information meets the requirements of section 16(1).

[para 24] In Order 97-013, former Commissioner Clark also accepted the argument that information in a proposal about how a third party proposes to organize its work in the event its proposal is accepted by a public body is commercial information meeting the requirements of section 16(1)(a).

[para 25] I also note that *FOIP Guidelines and Practices 2009* (Edmonton: Access and Privacy Service Alberta, 2009) states on pages 102 – 103:

Commercial information includes the contract price as well as information that relates to the buying, selling or exchange of merchandise or services (see IPC Order 96-013). Commercial information may also include a third party’s associations, history, references, bonding and insurance policies (see IPC orders 97-013 and 2001-021) as well as pricing structures, market research, business plans, and customer records. The names and titles of key personnel and contract managers is commercial information when the information relates to how the third party proposes to organize its work. (IPC Order F2003-004)

[para 26] Although the Public Body did not cite *FOIP Guidelines and Practices 2009* or Orders 97-013 or F2003-004, I infer from the nature of some of the information that is being argued to be “commercial information” that the Public Body is relying on these sources as authorities for its severing decisions.

[para 27] In Order F2010-036, I rejected the position set out in Order F2003-004. I stated:

In my view, the definition of “commercial information” put forward in Order F2003-004 is inconsistent with other orders of this office and with orders from other jurisdictions. As noted above, “commercial information” is information belonging to a third party about its buying, selling or exchange of merchandise or services. However, Order F2003-004 defines “commercial information” as information about how a third party organization proposes to organize its work in the future, and expands this notion further by including the job titles and names of employees that would then be involved in this work within the scope of “commercial information”.

I find the definition contained in F2003-004 problematic for the following reasons.

First, it is unclear how information about “proposed organization of work” is commercial information, as that term is usually understood, as this definition does not incorporate the concept of “commerce”.

Second, it is unclear how information about proposed work arrangements, that are contingent on acceptance by a public body before they will become actual arrangements, could be said to belong to a third party at the time the proposed arrangements were supplied to a public body for the purposes of section 16(1)(b).

Third, it is unclear how disclosing the names of employees or their job titles could reveal commercial information belonging to a third party, or information about its proposed work arrangements.

Finally, if names, business contact information and job titles of employees were information falling under section 16(1)(a), there would be conflict between section 16 and section 40(bb.1). Section 40(1)(bb.1) authorizes public bodies to disclose the following:

40(1) A public body may disclose personal information only

(bb.1) if the personal information is information of a type routinely disclosed in a business or professional context and the disclosure

(i) is limited to an individual’s name and business contact information, including business title, address, telephone number, facsimile number and e-mail address, and

(ii) does not reveal other personal information about the individual or personal information about another individual,

Section 40(1)(bb.1) authorizes public bodies to disclose information such as names of individuals, their business contact information, and their job titles if information of this kind is routinely disclosed in a business or professional context. Order F2003-004 states that this kind of information can also fall under section 16(1)(a), as information of this kind would reveal how a third party business organizes, or intends to organize, its work.

Section 40 is not “subject to” section 16, nor does it apply “notwithstanding” this provision. However, given that section 40 provides discretion to disclose the kinds of information that Order F2003-004 suggests it is mandatory to withhold under section 16, it would be necessary for the legislature to establish which of these provisions takes precedence in the event that both could be said to apply. In my view, the fact that the legislation is silent as to which of these provisions takes precedence is a signal that the legislature did not intend section 16(1)(a) to encompass business contact information of employees, consultants, or contractors.

I find that the names, titles, and business contact information of employees, consultants, or contractors of third party businesses is not commercial information or information to which section 16(1)(a) applies. I therefore find that this kind of information cannot be withheld under section 16.

[para 28] As was the case in Order F2010-036, I am unable to accept that the names of employees, their titles, and their business contact information constitute “commercial information” of a third party. I am also unable to accept that biographical information regarding employees reveals proprietary information about a particular manner in which Aon engages in commerce. Moreover, in my view, it is not necessarily the case that information about services a third party *proposes* to provide to a third party is

information about its buying, selling, or exchange of merchandise or services at the time the third party supplies the information. When a third party proposes providing services for a price, it is not necessarily describing its commercial information as it is, but rather, what would be its commercial information should its proposal be successful and be implemented. I recognize that a third party may include in a proposal its commercial information (i.e. information about the way it buys, sells, or exchanges goods or services outside the proposal) or that it may use proprietary methodology to develop the proposal, which may be revealed by disclosure; however, I am unable to identify information of this kind among the items of information severed by the Public Body under section 16 and neither Aon nor the Public Body has spoken to the information in the records.

[para 29] With regard to the proposed services and proposed fees, the information does not describe how Aon conducts commercial activities, such that it could be said to be commercial information belonging to it or an informational asset; rather the information is about the services Aon proposes to provide to the Public Body in the future and the price it is seeking, should the proposal it submitted be accepted. Once the terms of the proposal were accepted, and the Public Body and Aon negotiated a contract, the information about how it actually supplies the proposed services and fees to the Public Body could possibly be said to reveal something about Aon's commercial activities; however, at the time Aon submitted the proposal, the services in question were a proposal only, rather than information about Aon's actual commercial activities. Under section 16, information must meet the requirements of section 16(1)(a) *when* it is supplied by the Third Party within the terms of section 16(1)(b). As stated in Order F2010-36:

Proposed terms, such as those in bids, tenders, and proposals, do not become the commercial information of an organization until a public body elects to accept them. Moreover, accepting proposed terms amounts to a form of negotiation, given that once a public body accepts the terms, the terms reflect what both parties have agreed to.

[para 30] I acknowledge that former Commissioner Clark held in Order 96-013 that the price for services negotiated by a public body and a third party is commercial information or financial information meeting the requirements of section 16. In that order, he said:

I might add that it is not sufficient for a document to simply be given the title of "commercial or financial information", for example. Careful consideration must be given to the content of the documents to decide whether or not the information actually falls within section 15(1)(a). This approach was adopted by the Ontario Commissioner in Order P-394 [1993] O.I.P.C. No. 2.

The Ontario Commissioner has also made some specific additions to the ordinary dictionary definition of "commercial information", which I wish to adopt. The category of "commercial information" includes "contract price" and information, "...which relates to the buying, selling, or exchange of merchandise or services..." (Order P-489 [1993] O.I.P.C. No. 191). These are important for the purposes of this inquiry.

Using the above as a guideline, I am satisfied that both the public body and the third party have provided sufficient evidence to show that Records 1 to 4 contain financial and commercial information.

[para 31] I also note that *FOIP Guidelines and Practices* (cited above) relies on the statements in the foregoing excerpt for the position that the requirements of section 16(1)(a) are met if information relates to the buying, selling or exchange of services, or contract price. However, Order 96-013 (and by incorporation *FOIP Guidelines and Practices*) does not give effect to the requirement in section 16(1)(a) that commercial information must be “*of a third party*” before section 16(1)(a) can be said to apply. Recent orders of this office have determined that it must be established that information must be proprietary, or “of a third party” before section 16(1)(a) applies.

[para 32] In Order F2013-17, I rejected the argument that information may be considered commercial information within the terms of section 16(1)(a) even though it is not “of a third party”. I said:

I find that there is no information meeting the requirements of commercial information in the records. From the correspondence in the records, I understand that the third parties are homeowners whose homes are located on Crestridge Way. There is no evidence to support a finding that the third parties engage in commerce, whether acting singly or collectively. Moreover, the records they submitted to the Public Body do not contain information about buying, selling, or exchange of merchandise and services in which the homeowners engage.

The Public Body’s position that the records contain commercial information is partly based on its view that in some instances the third parties may have expended financial resources in order to create the records. However, as discussed in Order F2009-028 of this office, and in Order P-1621 of the Office of the Ontario Information and Privacy Commissioner, the fact that a record might have monetary value or potential monetary value does not necessarily mean that the record itself contains commercial information. Information will only have that character if it refers to the third party’s buying, selling, or exchange of merchandise and services.

[para 33] The price Aon proposed for its services appears to reflect only the amount it would make for providing services *should* the Public Body accept its proposal. I have not been told whether the amounts reflect its “bottom line”, such that a competitor could draw an inference as to its financial resources or profit margins from the information. Moreover, it does not appear from the information that one could draw an inference as to the methods by which Aon calculated its proposed pricing for the proposal or its costs, or its methods for doing so generally. Had there been evidence that the information in the records would reveal something about the way Aon develops its bids, or the costs to it of providing services, it would be possible to find that the prices in the bid are commercial or financial information belonging to Aon or reveal information that could be characterized as an informational asset. In the absence of evidence of this kind, I am unable to find that the prices reflect anything more than the terms by which Aon sought to do business with the Public Body at the time it submitted the proposal. It is therefore unclear to me that this information constituted Aon’s commercial or financial information at the time it submitted its proposal to the Public Body. However, for the sake of completeness, I will consider whether this information meets the requirements of section 16(1)(b) and (c), below.

[para 34] With regard to the certificate of insurance, I am unable to identify any commercial information of Aon contained in the certificate. The certificate reveals only

that insurance coverage would be in place should Aon obtain the contract, which the Public Body required of any parties submitting a proposal. As discussed above, information must refer to a third party's buying, selling or exchange of merchandise or services before it falls within section 16(1)(a); a document indicating only that a third party would have insurance coverage in place should its bid be successful does not satisfy this requirement, as it is not about the third party's actual buying, selling, or exchange of services, but its prospective buying, selling, or exchange of services. In my view, the insurance certificate, without more, does not reveal commercial information as that term has been defined in prior orders of this office, including Orders 97-013 and F2003-004.

[para 35] As discussed above, the Public Body has withheld information referring to the names of some clients of Aon and the business contact information of representatives of the clients. The information consisting of the names of some of Aon's clients and general descriptions of the services Aon was retained to provide them, may be considered commercial information of a third party, as it reveals something about Aon's selling or exchange of services.

[para 36] For the reasons above, with the exception of the information about Aon's existing clients and the services it provides them, I find that the information to which the Public Body applied section 16 is not commercial information within the terms of section 16(1)(a).

Technical Information

[para 37] In Order F2012-06, I reviewed past orders of this office regarding the meaning of "technical information" within the terms of section 16(1)(a) and said:

The *Canadian Oxford Dictionary* offers the following definitions of the word "technical": "1. of or involving the mechanical arts and applied sciences 2. of or relating to a particular subject or craft". Previous decisions of this office differ from one another to a certain extent, given that Order F2008-018 considers technical information to refer to information relating to fields of applied sciences or mechanical arts, while Order F2002-002 holds information to be technical for the purposes of section 16(1)(a) provided it relates to particular subjects or crafts. Reconciling these two orders, technical information, is information belonging to a third party regarding the applied sciences, proprietary designs, methods, and technology.

[para 38] In Order F2009-015, the Director of Adjudication rejected the argument that section 16(1)(a) is met in relation to a third party, simply because records contain scientific or technical information, or contain the scientific or technical information of a party other than the third party seeking to have information withheld.

With respect to ownership of the information, in my view, to the extent the information in the Report is scientific or technical information of a third party, it is the scientific or technical information of the Affected Party insurer that procured the Report. While the members of the engineering company that prepared the Report contributed their scientific or technical expertise to make observations and reach conclusions, there is nothing in the Report that discloses any techniques they applied beyond that of examining the material, and of reviewing the material in the Appendices and extracting pertinent points. The scientific and technical information consists of the concluding observations or conclusions about the condition of the items and the cause of

the fire. As this information was commissioned by the insurer, in my view it now belongs to the insurer.

[para 39] Information that merely reveals the kinds of services provided by a third party, but not the technical or specialized methodology by which the party provides such services, is not technical information within the terms of section 16(1)(a).

[para 40] I am unable to identify any information in the records that reveals how Aon uses technology or specialized techniques in its business. The records describe some of the services it would provide to the Public Body in the event that its bid would be accepted; however, the information does not refer to specialized methods or technical principles developed by Aon by which the services would be provided.

[para 41] I am unable to find that any of the information in the records is technical information of Aon within the terms of section 16(1)(a).

Was the information supplied, explicitly or implicitly, in confidence?

[para 42] As I have found that information about Aon's clients may be commercial information within the terms of section 16(1)(a), it is necessary to consider whether the information was supplied, explicitly or implicitly, in confidence.

[para 43] Other than to adopt the position of the Public Body for the inquiry, Aon did not provide any explanation for its view that the information it submitted to the Public Body was supplied in confidence or adduce any evidence to support it.

[para 44] The Public Body argues:

This information was provided to the City in confidence as outlined in the Request for Proposal RFP 12-004 for Site Safety and Security and Review Consultant issued on March 22, 2012 (see Part 3, Clause III(2) on page 7) which states:

All proposals submitted to the City become the property of the City in their entirety. Quotations and the information contained within will be held in confidence as much as is reasonably possible and subject to the disclosure provisions contained in the Freedom of Information and Protection of Privacy Act (F.O.I.P.).

[para 45] In Order 99-018, former Commissioner Clark decided that the following factors should be considered in determining whether information has been implicitly supplied in confidence:

In determining whether an expectation of confidentiality is based on reasonable and objective grounds, it is necessary to consider all the circumstances of the case, including whether the information was:

- (1) Communicated to the institution on the basis that it was confidential and that it was to be kept confidential.
- (2) Treated consistently in a manner that indicates a concern for its protection from disclosure by the Third Party prior to being communicated to the government organization.
- (3) Not otherwise disclosed or available from sources to which the public has access.

(4) Prepared for a purpose which would not entail disclosure.

[para 46] In *Edmonton Police Service v. Alberta (Information and Privacy Commissioner)*, 2012 ABQB 595, Ross J. denied judicial review of Order F2008-027, in which the four factors set out above had been applied. Ross J. stated:

The Adjudicator held that the evidence supported a subjective expectation of confidentiality on the part of the parties, while the law requires an objective determination in all of the circumstances that information was communicated on a confidential basis [...]

I am satisfied that the Adjudicator's Decision is intelligible and "falls within a range of possible, acceptable outcomes which are defensible in respect of the facts and law." In the result, I hold that her conclusion that the information in question was not supplied in confidence is a reasonable decision based on the law and the evidence before her.

1. Was the information severed from the proposal communicated to the institution on the basis that it was confidential and that it was to be kept confidential?

[para 47] In its covering letter to its proposal, Aon neither referred to any expectation of confidentiality in the information it submitted to the Public Body, nor requested that the Public Body make efforts to keep the information confidential. The proposal itself is also silent with regard to confidentiality.

[para 48] The Public Body's Request for Proposals does indicate that it would take steps to keep information confidential, subject to the requirements of the FOIP Act. In other words, it informed parties submitting proposals that it would not release the information it received, other than in circumstances where the FOIP Act required it to release the information.

[para 49] It is possible that Aon relied on the Public Body's statements in the Request for Proposals document when it submitted the proposal to the Public Body. It is also possible that it did not address its mind to confidentiality as it did not indicate to the Public Body whether there was any particular information that it sought to keep confidential.

2. Was the information treated consistently in a manner that indicates a concern for its protection from disclosure by the Third Party prior to being communicated to the government organization?

[para 50] There is no evidence or argument before me as to Aon's prior treatment of information about its clients. I have not been told that it maintains this information in confidence. Given the presence of the information in the proposal, it appears possible that it gives client names and services it provides them to potential clients as references, without restricting the use that may be made of the information. Again, as noted in the discussion of whether the information was communicated on the basis of confidentiality, Aon did not indicate whether there was any particular information in the proposal that it sought to keep confidential.

[para 51] I am unable to find on the evidence before me that Aon treats information about its clients consistently in a manner that indicates a concern for its protection.

3. Has the information been otherwise disclosed or available from sources to which the public has access?

[para 52] There is no evidence before me as to whether the information about Aon's clients is or is not available from other sources. Had there been information establishing that Aon treats information in a manner indicating a concern for the protection of the information, it might have been possible to infer that the information is not available from sources to which the public has access. However, as discussed above, there is no evidence of this kind before me, and I am therefore unable to draw this inference.

4. Was the information prepared for a purpose which would not entail disclosure?

[para 53] The Public Body's Request for Proposals indicates that it only contemplates disclosing the information in the event that it receives an access request for the information under the FOIP Act. It therefore appears that the Public Body's process for receiving and evaluating proposals does not entail disclosure, although the information may be subsequently disclosed.

Conclusion regarding section 16(1)(b): Was the information supplied with an objectively reasonable expectation of confidence?

[para 54] I accept that the Request for Proposals document indicates that information will be kept confidential, unless the FOIP Act requires otherwise, and that the proposal vetting process does not entail disclosure. However, in the absence of information regarding the steps Aon has taken to keep the information confidential, and the fact that it did not indicate whether there was information in the records that it sought to keep confidential when it submitted its proposal, I am unable to say that Aon had an objectively reasonable expectation that the information it provided to the Public Body was supplied in confidence. I am also unable to say that the names of Aon's clients and the services it provides them are not available from sources to which the public has access. It follows that I am unable find that Aon supplied the information regarding its clients to the Public Body in confidence.

Could disclosure of the information reasonably be expected to bring about one of the outcomes set out in section 16(1)(c)?

[para 55] Although it is unnecessary to address section 16(1)(c) in relation to the information regarding Aon's clients and the services it provides them, and to the information regarding its proposed prices and services, given my conclusion under section 16(1) (b), I have decided to do so in the event that I am wrong that the information was not supplied in confidence.

[para 56] As noted above, Aon is concerned that the disclosure of the information in the records would cause it significant financial harm because a competitor could use the information in a way to disadvantage Aon competitively. However, Aon did not point to information it considered could be used to its disadvantage in this way.

[para 57] The Public Body argues:

This information, if disclosed, could harm the competitive position of the third party as their proposals could be copied by competitors. Competitors could copy methodologies, adjust their unit costs or change their proposed scheduling, in order to be awarded future contracts thereby harming the competitive position of the third party. As well disclosure of certain information could disclose arrangements / agreements with other parties and therefore create an opportunity to copy these arrangements / agreements and therefore harm the competitive position of the third party. This argument would satisfy Part 3 of the three part test.

[para 58] In a recent decision, *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31, the Supreme Court of Canada confirmed that when access and privacy statutes refer to reasonable expectations of harm, that a party must demonstrate that disclosure will result in a risk of harm that is beyond the merely possible or speculative. The Court stated:

It is important to bear in mind that these phrases are simply attempts to explain or elaborate on identical statutory language. The provincial appellate courts that have not adopted the “reasonable expectation of probable harm” formulation were concerned that it suggested that the harm needed to be probable: see, e.g., *Worker Advisor*, at paras. 24-25; *Chesal v. Nova Scotia (Attorney General)*, 2003 NSCA 124, 219 N.S.R. (2d) 139, at para. 37. As this Court affirmed in *Merck Frosst*, the word “probable” in this formulation must be understood in the context of the rest of the phrase: there need be only a “reasonable expectation” of probable harm. The “reasonable expectation of probable harm” formulation simply “captures the need to demonstrate that disclosure will result in a risk of harm that is well beyond the merely possible or speculative, but also that it need not be proved on the balance of probabilities that disclosure will in fact result in such harm”: para. 206.

Understood in this way, there is no practical difference in the standard described by the two reformulations of or elaborations on the statutory test. Given that the statutory tests are expressed in identical language in provincial and federal access to information statutes, it is preferable to have only one further elaboration of that language; *Merck Frosst*, at para. 195:

I am not persuaded that we should change the way this test has been expressed by the Federal Courts for such an extended period of time. Such a change would also affect other provisions because similar language to that in s. 20(1)(c) is employed in several other exemptions under the Act, including those relating to federal-provincial affairs (s. 14), international affairs and defence (s. 15), law enforcement and investigations (s. 16), safety of individuals (s. 17), and economic interests of Canada (s. 18). In addition, as the respondent points out, the “reasonable expectation of probable harm” test has been followed with respect to a number of similarly worded provincial access to information statutes. Accordingly, the legislative interpretation of this expression is of importance both to the application of many exemptions in the federal Act and to similarly worded provisions in various provincial statutes. [Emphasis added in original.]

This Court in *Merck Frosst* adopted the “reasonable expectation of probable harm” formulation and it should be used wherever the “could reasonably be expected to” language is used in access

to information statutes. [my emphasis] As the Court in *Merck Frosst* emphasized, the statute tries to mark out a middle ground between that which is probable and that which is merely possible. An institution must provide evidence “well beyond” or “considerably above” a mere possibility of harm in order to reach that middle ground: paras. 197 and 199. This inquiry of course is contextual and how much evidence and the quality of evidence needed to meet this standard will ultimately depend on the nature of the issue and “inherent probabilities or improbabilities or the seriousness of the allegations or consequences”: *Merck Frosst*, at para. 94, citing *F.H. v. McDougall*, 2008 SCC 53, [2008] 3 S.C.R. 41, at para. 40.

[para 59] Section 16(1)(c) of the FOIP Act incorporates the phrase, “could reasonably be expected to”, discussed in the foregoing excerpt from *Ontario (Community Safety and Correctional Services)*. It is therefore incumbent on the party seeking to have information withheld from an applicant to submit or adduce evidence that disclosure of the information could reasonably be expected to result in probable harm. In this case, the harm in question is significant interference to the third party’s competitive position within the terms of section 16(1)(c)(i), or undue financial loss within the terms of section 16(1)(c)(iii).

[para 60] In *Canada (Information Commissioner) v. Canada (Prime Minister)*, [1992] F.C.J. No. 1054; Rothstein J., as he then was, made the following observations in relation to the evidence a party must introduce in order to establish that harm will result from disclosure of information. He said:

While no general rules as to the sufficiency of evidence in a section 14 case can be laid down, what the Court is looking for is support for the honestly held but perhaps subjective opinions of the Government witnesses based on general references to the record. Descriptions of possible harm, even in substantial detail, are insufficient in themselves. At the least, there must be a clear and direct linkage between the disclosure of specific information and the harm alleged. The Court must be given an explanation of how or why the harm alleged would result from disclosure of specific information. If it is self-evident as to how and why harm would result from disclosure, little explanation need be given. Where inferences must be drawn, or it is not clear, more explanation would be required. The more specific and substantiated the evidence, the stronger the case for confidentiality. The more general the evidence, the more difficult it would be for a court to be satisfied as to the linkage between disclosure of particular documents and the harm alleged. [my emphasis]

[para 61] In the case of section 16(1)(c)(i) of the FOIP Act, the harm that must be established is significant harm to a third party’s competitive position, and with section 16(1)(c)(iii), the harm that must be established is undue financial loss or gain to any person or organization. Following the approach set out in the foregoing case, a third party seeking to establish the likelihood of significant interference with negotiating position arising from disclosure must establish a direct linkage between the information at issue and the risk of significant interference it projects. A third party seeking to establish the likelihood of undue financial loss, must similarly establish a direct linkage between the information at issue and the risk of undue financial loss it projects.

[para 62] In *Qualicare Health Service Corporation v. Alberta (Office of the Information and Privacy Commissioner)*, 2006 ABQB 515, the Court upheld a decision of the Commissioner requiring evidence to support the contention that there was risk of harm if information were to be disclosed.

The Commissioner's decision did not prospectively require evidence of actual harm; the Commissioner required some evidence to support the contention that there was a risk of harm. At no point in his reasons does he suggest that evidence of actual harm is necessary.

The evidentiary standard that the Commissioner applied was appropriate. The legislation requires that there be a "reasonable expectation of harm." Bare arguments or submissions cannot establish a "reasonable expectation of harm." When interpreting similar legislation, courts in Ontario and Nova Scotia have held that there is an evidentiary burden on the party opposing disclosure based on expectation of harm: *Chesal v. Nova Scotia (Attorney General)* 43, at para. 56 *Ontario (Workers' Compensation Board) v. Ontario (Assistant Information & Privacy Commissioner)* 44 at para. 26.

[para 63] The arguments of Aon and the Public Body amount to bare arguments that harm will result from disclosure. Neither party has provided evidence to support their contention that Aon will suffer significant harm to its competitive position or undue financial loss.

[para 64] The Public Body argues that the records contain the price Aon offered to supply services to the Public Body and that this information would enable a competitor to obtain contracts that would otherwise go to Aon. However, the Public Body offers no explanation as to how knowing the price Aon offered to the Public Body would provide an advantage to a competitor. Aon has already had its proposal accepted by the Public Body, and so it appears that the existing contract with the Public Body itself could not be obtained by a competitor. For the information regarding the price Aon offered the Public Body to benefit a competitor with respect to future contracts (presumably enabling the competitor to undercut Aon) there would have to be a substantially similar request for proposals in a very similar economic situation. However, I have not been given any information regarding other requests for proposals or competitions in which Aon is likely to engage, or who its competitors are likely to be, with the result that I am unable to determine the likelihood that Aon's competitive position would be harmed by disclosure.

[para 65] Turning to the question of whether the information regarding Aon's clients would harm its competitive position should it be disclosed, the Public Body argues that if competitors learned of the agreements Aon has with its clients, they would have the opportunity to copy them. If, by this argument, the Public Body means that a competitor might try to provide similar services to Aon's clients or prospective clients, beyond a bare assertion, there is no evidence before me to establish any likelihood of this happening. If the Public Body means that a competitor might provide similar services to its own clients, then it is unclear why this result would amount to significant interference with Aon's competitive position.

[para 66] Aon also refers to the possibility that it would suffer undue financial harm as a result of interference with its competitive position should the information be disclosed. However, it does not explain what form this interference would be likely to take, or correlate the risk of this harm to the information it seeks to have withheld, despite being in the best position of any of the parties to do so. As Aon has not explained the nature of the interference it believes would result from disclosure, and as the information

itself does not appear capable of enabling interference should a competitor obtain it, I must reject Aon's argument.

[para 67] For the reasons above, I find that it has not been established that the requirements of section 16(1)(c) are met.

Conclusion

[para 68] For the reasons above, I conclude that section 16 does not require the Public Body to sever the information it withheld from the Applicant under this provision.

Issue B: Does section 17 (disclosure harmful to personal privacy) require the Public Body to withhold information in the records from the Applicant?

[para 69] The Public applied section 17 to withhold information about the qualifications, experience, and expected hours and hourly rates of the team members Aon intended to assign to the project should its proposal be accepted. It also applied section 17 to withhold information regarding Aon's proposal that did not refer to individuals. The Public Body also applied section 17 to information that does not refer to identifiable individuals from paragraphs 2 and 3 on page 6 of the records at issue.

[para 70] Section 1(n) defines personal information. This provision states:

I In this Act,

(n) "personal information" means recorded information about an identifiable individual, including

- (i) the individual's name, home or business address or home or business telephone number,*
- (ii) the individual's race, national or ethnic origin, colour or religious or political beliefs or associations,*
- (iii) the individual's age, sex, marital status or family status,*
- (iv) an identifying number, symbol or other particular assigned to the individual,*
- (v) the individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics,*
- (vi) information about the individual's health and health care history, including information about a physical or mental disability,*
- (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given,*
- (viii) anyone else's opinions about the individual, and*

(ix) *the individual's personal views or opinions, except if they are about someone else;*

[para 71] The information severed by the Public Body from paragraphs 2 and 3 of Record 6 clearly does not meet the definition of personal information, as it does not refer to identifiable individuals.

[para 72] I turn now to the question of whether the remaining information severed by the Public Body on the basis that it is information about an identifiable individual can be withheld under section 17. Not all information referring to an individual is necessarily personal information that can be withheld under section 17. For example, information associated with an individual in a professional, official or representative capacity may not be “about” the individual, but about the entity an individual represents. Information about the actions of an employee performing work duties, or potential work duties, may not be about the employee as an individual, unless the information has personal consequences for the employee, or there is something else about the information that gives the information a personal dimension.

[para 73] In Order F2013-51, the Director of Adjudication considered cases of this office in which the question of whether information relating to an individual's work duties was personal information was decided. She said:

In Order F2009-026, the Adjudicator said:

If information is about employees of a public body acting in a representative capacity the information is not personal information, as the employee is acting as an agent of a public body. As noted above, the definition of “third party” under the Act excludes a public body. In Order 99-032, the former Commissioner noted:

The Act applies to public bodies. However, public bodies are comprised of members, employees or officers, who act on behalf of public bodies. A public body can act only through those persons.

In other words, the actions of employees acting as employees are the actions of a public body. Consequently, information about an employee acting on behalf of a public body is not information to which section 17 applies, as it is not the personal information of a third party. If, however, there is information of a personal character about an employee of a public body, then the provisions of section 17 may apply to the information. I must therefore consider whether the information about employees in the records at issue is about them acting on behalf of the Public Body, or is information conveying something personal about the employees.

In that case, the Adjudicator found that information solely about an employee acting as a representative of a public body was information about the public body, and not information about the employee as an identifiable individual. In *Mount Royal University v. Carter*, 2011 ABQB 28, Wilson J. denied judicial review of Order F2009-026.

In Order F2011-014, the Adjudicator concluded that the name and signature of a Commissioner for Oaths acting in that capacity was not personal information, as it was not information about the Commissioner for Oaths acting in her personal capacity. She said:

Personal information under the FOIP Act is information about an identifiable individual that is recorded in some form.

However, individuals do not always act on their own behalf. Sometimes individuals may act on behalf of others, as an employee does when carrying out work duties for an employer. In other cases, an individual may hold a statutory office, and the actions of the individual may fulfill the functions of that statutory office. In such circumstances, information generated in performance of these roles may not necessarily be about the individual who performs them, but about the public body for whom the individual acts, or about the fulfillment of a statutory function.

I find that the names and other information about employees of the Public Body and the University of Calgary acting in the course of their duties, as representatives of their employers, cannot be withheld as personal information, unless the information is at the same time that of an individual acting in the individual's personal capacity.

[para 74] In Order F2012-17, I found information about the experience and education of board members had been provided to a public body to establish the expertise of the board, and was about the members acting in a representative capacity. I found that information of this kind was not subject to section 17.

[para 75] The office of the Information and Privacy Commissioner of Ontario takes a similar approach. In Interim Order MO-1558-I, the Adjudicator reviewed cases dealing with information about individuals acting in representative capacity and said:

Previous decisions of this office have drawn a distinction between an individual's personal, and professional or official government capacity, and found that in some circumstances, information associated with a person in his or her professional or official government capacity will not be considered to be "about the individual" within the meaning of section 2(1) definition of "personal information" [Orders P-257, P-427, P-1412, P-1621].

The Commissioner's orders dealing with non-government employees, professional or corporate officers treat the issue of "personal information" in much the same way as those dealing with government employees. The seminal order in this respect is Order 80. In that case, the institution had invoked section 21 to exempt from disclosure the names of officers of the Council on Mind Abuse (COMA) appearing on correspondence with the Ministry concerning COMA funding procedures. Former Commissioner Linden rejected the institution's submission:

The institution submits that "...the name of the individual, where it is linked with another identifier, in this case the title of the individual and the organization of which that individual is either executive director, or president, is personal information defined in section of the *FIO/PPA*..." All pieces of correspondence concern corporate, as opposed to personal, matters (i.e., funding procedures for COMA), as evidenced by the following: the letters from COMA to the institution are on official corporate letterhead and are signed by an individual in his capacity as corporate representative of COMA; and the letter of response from the institution is sent to an individual in his corporate capacity. In my view, the names of these officers should properly be categorized as "corporate information" rather than "personal information" under the circumstances.

[para 76] In this case, the information about representatives of Aon was submitted by Aon to the Public Body in order to support its proposal. The information about the employees is general; the references to credentials lack the names of educational

institutions where the representatives gained the credential, descriptions of accomplishments are in general terms without indication as to where the representative worked at the time the accomplishment was achieved, and descriptions of past experience that do not refer to the names of past employers or the location of the employment (with the exception of information severed from record 10). The information appears intended to assure the Public Body that Aon had the appropriate people and experience in place to implement the proposal, should the Public Body accept it.

[para 77] Record 10 contains a brief resume of the Aon representative who would be the lead consultant should the proposal be accepted. There are two references to employers on the resume, one of course being Aon itself. The resume appears to have been appended to the proposal to satisfy the Public Body that Aon's lead consultant had the necessary skills and experience to lead the project. The resume is not complete, in the sense that it contains only information in the lead consultant's background that is relevant to the proposal.

[para 78] I am unable to say that the information regarding the qualifications of Aon's representatives has a personal dimension. Rather, the information is about Aon's staff acting in representative capacities in the sense that their experience is Aon's experience.

[para 79] The Public Body also severed information under the heading "expected hours and hourly rate" in relation to the representatives. I find that this information is not salary information, as it is a proposed rate inclusive of expenses that Aon intended to bill for the services of its representatives, should the proposal be accepted. This information does not allow a reader to make accurate inferences as to salaries of any of Aon's representatives and for this reason is not their personal information, in my view.

[para 80] Of the information severed by the Public Body, I find that the cell phone numbers of representatives from record 1 and the American Society of Industrial Security identification numbers severed from record 2 comprise the only information that could be said to have a personal dimension. This information is specifically identified with Aon's representatives regardless of whether they are working for Aon or not.

[para 81] I turn now to the question of whether section 17 requires the Public Body to withhold the information I have found to have a personal dimension.

[para 82] Section 17 states, in part:

17(1) The head of a public body must refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's personal privacy.

[...]

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy if

[...]

(g) the personal information consists of the third party's name when

(i) it appears with other personal information about the third party, or

(ii) the disclosure of the name itself would reveal personal information about the third party [...]

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body must consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the Government of Alberta or a public body to public scrutiny,

(b) the disclosure is likely to promote public health and safety or the protection of the environment,

(c) the personal information is relevant to a fair determination of the applicant's rights,

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people,

(e) the third party will be exposed unfairly to financial or other harm,

(f) the personal information has been supplied in confidence,

(g) the personal information is likely to be inaccurate or unreliable,

(h) the disclosure may unfairly damage the reputation of any person referred to in the record requested by the applicant, and

(i) the personal information was originally provided by the applicant.

[para 83] Section 17 does not say that a public body is *never* allowed to disclose third party personal information. It is only when the disclosure of personal information would be an unreasonable invasion of a third party's personal privacy that a public body must refuse to disclose the information to an applicant (such as the Applicant in this case)

under section 17(1). Section 17(2) (not reproduced) establishes that disclosing certain kinds of personal information is not an unreasonable invasion of personal privacy.

[para 84] When the specific types of personal information set out in section 17(4) are involved, disclosure is presumed to be an unreasonable invasion of a third party's personal privacy. To determine whether disclosure of personal information would be an unreasonable invasion of the personal privacy of a third party, a public body must consider and weigh all relevant circumstances under section 17(5), (unless section 17(3), which is restricted in its application, applies). Section 17(5) is not an exhaustive list and any other relevant circumstances must be considered.

[para 85] In *University of Alberta v. Pylypiuk*, 2002 ABQB 22, the Court commented on the interpretation of what is now section 17 (previously section 16). The Court said:

In interpreting how these sections work together, the Commissioner noted that s. 16(4) lists a set of circumstances where disclosure of a third party's personal information is presumed to be an unreasonable invasion of a third party's personal privacy. Then, according to the Commissioner, the relevant circumstances listed in s. 16(5) and any other relevant factors, are factors that must be weighed either in favour of or against disclosure of personal information once it has been determined that the information comes within s. 16(1) and (4).

In my opinion, that is a reasonable and correct interpretation of those provisions in s. 16. Once it is determined that the criteria in s. 16(4) is [*sic*] met, the presumption is that disclosure will be an unreasonable invasion of personal privacy, subject to the other factors to be considered in s. 16(5). The factors in s. 16(5) must then be weighed against the presumption in s. 16(4). [my emphasis]

[para 86] As I find that the cell phone numbers and identification numbers are personal information, I must consider whether the Public Body's decision to sever this information is supportable.

[para 87] Section 17(1) requires a public body to withhold information only once all relevant interests in disclosing and withholding information have been weighed under section 17(5) and, having engaged in this process, the head concludes that it would be an unreasonable invasion of the personal privacy of a third party to disclose his or her personal information.

[para 88] Once the decision is made that a presumption set out in section 17(4) applies to information, then it is necessary to consider all relevant factors under section 17(5) to determine whether it would, or would not, be an unreasonable invasion of a third party's personal privacy to disclose the information. As discussed above, if the decision is made that it would be an unreasonable invasion of personal privacy to disclose the personal information of a third party, the Public Body must then consider whether it is possible to sever the personally identifying information from the record and to provide the remainder to the Applicant, as required by section 6(2) of the FOIP Act.

[para 89] The cell phone and identification numbers are subject to the presumption set out in section 17(4)(g), as this information is about the representatives and appears in

the context of the names of the representatives. I am unable to identify any factors weighing for or against disclosure of the cell phone and identification numbers. I therefore find that the presumption created by section 17(4)(g) is not rebutted.

[para 90] It will be possible for the Public Body to sever the cell phone and identification numbers under section 6(2) and to provide the remainder of the records to the Applicant. I will therefore confirm its decision to sever this information and order it to disclose the remaining information in the records to the Applicant.

V. ORDER

[para 91] I make this order under section 72 of the Act.

[para 92] I confirm the decision of the Public Body to sever the cell phone numbers from record 1 and the identification numbers from record 2.

[para 93] I order the Public Body to disclose all other information to the Applicant.

[para 94] I further order the Public Body to notify me in writing, within 50 days of receiving a copy of this Order, that it has complied with the Order.

Teresa Cunningham
Adjudicator