

**Senate Finance and Public Administration Legislation Committee**

**ANSWERS TO QUESTIONS ON NOTICE**

**Finance and Administration Portfolio**

**ComSuper**

Supplementary Estimates Hearings - 1 November 2005

**Question: F38**

**Outcome: ComSuper**

**Topic: Order for departmental and agency contracts**

**Written Question on Notice**

**Senator Murray asked:**

1. What guidance is provided to staff with responsibilities for contract negotiations specifically about the requirements of the Senate Order? If relevant guidance is not provided, please explain why this is the case.
2. What training and awareness sessions are provided, either in-house or through other training providers (eg. DOFA, APS Commission or private firms) in respect of the Order? Please provide a list of the dates, the identity of the training providers and the content of the training that staff attended in 2005. If training and awareness sessions are not provided, please explain why this is the case.
3. Has the department/agency revised its procurement guidelines to incorporate the new Commonwealth Procurement Guidelines that took effect from 1 January 2005, particularly with respect to the confidentiality elements contained in those guidelines? If so, when did this occur and can a copy be provided? If not, what is the cause of the delay and when will the revision occur?
4. ANAO audits for the last three years have revealed a consistently low level of compliance across most agencies with DOFA confidentiality criteria (February 2003) for determining whether commercial information should be protected as confidential. The ANAO's latest report on the Order (No.11 2005-2006, September 2005) states that departments and agencies need to give higher priority with this important requirement of the Senate Order.
  - What specific measures have been or will be taken to address this problem, give it higher priority and raise compliance levels?
  - What guidance and training are provided to staff about the confidentiality criteria and the four tests employed to determine whether information should be protected?
  - What internal auditing or checking is performed to test compliance in this area? If none is performed, why not and is the agency considering the adoption of internal controls and checks?

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5. What problems, if any, has the agency and/or relevant staff experienced in complying with the Senate Order? What is the nature and cause of any problems? What measures have been, or could be, adopted to address these concerns?

**Answer:**

1. The Contracts and Procurement Team (CaPT) within ComSuper's Finance Section currently provides best practice contracting and procurement advice to ComSuper staff. This includes issues associated with the requirements of the Senate Order. Staff may also reference a written guide on the 'Contracts and Procurement' webpage on the ComSuper intranet, titled 'Confidentiality Provisions in Contracts Guideline'.

2. ComSuper recently conducted general contracting and procurement training over 2 days on 5 & 6 December 2005 aimed at improving the procurement skills and knowledge of its senior officers (EL1/ EL2 staff). This training included advice regarding the Senate Order. The training was provided by an external training provider (MTS) using course content developed in co-operation with ComSuper's Contracts and Procurement Team.

ComSuper has contracted with the same external provider (MTS) for procurement training of its less senior staff in February/March 2006. This training will include advice regarding the Senate Order.

Staff from ComSuper's Contracts & Procurement Team attended the Department of Finance & Administration (DoFA) information sessions in January and July 2005.

3. Yes. ComSuper did revise its procurement guidelines to account for the introduction of the Commonwealth Procurement Guidelines which were introduced from 1 January 2005. ComSuper's review of its processes and to the confidentiality elements began in November 2004. Day to day advice on these matters is also provided through the Contracts and Procurement Team. Formal guidelines were also posted on ComSuper's intranet. (The advice posted on the intranet specifically addressing confidentiality is attached).

4.

- ComSuper has not taken specific measures to address this problem. ComSuper will ensure that its staff procurement training includes instruction in this area.
- ComSuper's Contracts and Procurement Team (CaPT) have the required knowledge and training in this regard and are available to provide advice to staff regarding confidentiality criteria should they require assistance. ComSuper intends to take measures to highlight and promote awareness of the Commonwealth's policy requirements regarding confidentiality provisions and to also promote the availability of CaPT to provide assistance.

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- ComSuper is a small agency with limited resources. Only limited informal checking of compliance with confidentiality provisions can be performed by the Contracts and Procurement Team when reviewing and commenting on proposed contractual arrangements. ComSuper does intend to further develop its contract monitoring and auditing to review such issues as compliance with the Commonwealth's policy regarding confidentiality provisions.

5. Data capture and accuracy are the greatest challenges for ComSuper in respect to complying with the Senate Order. ComSuper is currently reviewing and considering measures to improve the level and accuracy of data capture of its contracts registry and contracts database.

# Confidentiality of Contractors' Commercial Information

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## Purpose

The purpose of this guidance is to assist *Financial Management and Accountability Act 1997*

(FMA Act) agencies to ensure that they enter into appropriate commitments to maintain confidentiality of commercial information in the context of procurement processes.

In particular, the guidance:

provides agencies with criteria based on legal principle to assist them to decide if it is appropriate to agree to treat specific commercial information as confidential;

provides an approach for agencies to use to resolve with tenderers/contractors whether commercial information will be treated as confidential; and

advises on the use of appropriate contractual terms for confidentiality purposes.

Australian Government officials who receive commercially sensitive material from tenderers and contractors may be subject to a range of confidentiality obligations. Such obligations may arise from legislation or contract, or independently where commercial information is communicated in circumstances in which there is an understanding that confidentiality will be maintained. This guidance does not seek to cover all circumstances in which officials are bound by confidentiality obligations. The guidance is specifically concerned with potential contractors' commercial information and the circumstances in which the Commonwealth should agree to a contractual commitment to protect such information from general disclosure. It does not apply to information that is 'owned' by the Commonwealth. Agencies should have regard to the requirements of the *Freedom of Information Act 1982* (FOI Act)

when considering the treatment of such information.

As determining whether information is appropriately protected by confidentiality is sometimes difficult, agencies should consider seeking expert legal advice where any doubt exists.

## Background

Accountability and Transparency is a supporting principle underpinning the core principle of Value for Money which governs Australian Government procurement. Transparency through internal and external scrutiny should be an inherent feature of all Australian Government procurement activity. This is no less the case with commercial information. The *Commonwealth Procurement Guidelines* (the CPGs) requires agencies to consider, on a case by case basis, what might be classified commercial-in-confidence when designing any contract.

Consistent with the policy of transparency, the Government has indicated that agencies are to list on the Internet contracts of \$100,000 or more, including whether they contain confidentiality clauses.

The principle of Accountability and Transparency suggests that contracting information should not be confidential unless there is a sound reason, informed by legal principle, for maintenance of the confidentiality of that information. It places an onus on officials to make a specific assessment of whether information should be kept confidential before agreeing to make any contractual commitment of confidentiality.

In undertaking this assessment, officials will first need to determine whether commercial information supplied by a prospective contractor should properly be regarded as confidential. The next step that needs to be addressed is whether it is appropriate to contract on that basis or, alternatively, to attempt to negotiate a withdrawal of the request for a confidentiality clause or to turn to another supplier.

Determining these issues involves the application of legal principles and, in some cases, consideration of value for money. This guidance will assist officials to make appropriate determinations.

### **The Tests**

Consistent with guidance provided in Australian National Audit Office (ANAO) Report 38 of 2000-2001: *The Use of Confidentiality Provisions in Commonwealth Contracts* (Report 38),

the initial criteria for agencies to apply in deciding whether information should be kept confidential, based on legal principle, are:

**Criterion 1:**

that the information to be protected must be identified in specific rather than global terms;

**Criterion 2:**

that the information must have the necessary quality of confidentiality;

**Criterion 3:**

that disclosure would cause detriment to the contractor or other third party; and

**Criterion 4:**

that the information was provided under an understanding that it would remain confidential.

All of the criteria must be met in order for the information to be treated as confidential.

The **first criterion** requires officials to identify and consider what specific information, if any,

is legitimately protected from disclosure. A request for inclusion of a clause in a contract that states that all information is confidential does not pass this test. Individual items of information, for example pricing or intellectual property, must be separately considered.

The **second criterion** requires that the specific information must in fact be commercially 'sensitive', that is, it must not already be in the public domain (such as price lists available on the Internet) and its continuing non-disclosure must provide an ongoing commercial benefit to the 'owner' of the information. Parties requesting that the confidentiality of such information be maintained would need to show that there was an objective basis for their request, and not that they simply wished to protect the information.

The **third criterion**, that it must be information, the disclosure of which would cause harm to

the 'owner' of the information, also needs to be established on an objective basis. For example, disclosure of Internet price lists could not harm the owner, but disclosure of pricing information that reveals the contractor's margins may have this effect. The party seeking to maintain confidentiality would normally need to identify some real risk of commercial damage

to its interests flowing from the disclosure.

The **fourth criterion**, that the information was provided on an understanding that it remain confidential, requires consideration of the circumstances in which the information was provided and a determination of whether there was a mutual express or implied understanding that confidentiality is to be maintained. The circumstances include such matters as tendering documentation and contract negotiations. For example, a tender condition and draft contract which included specific confidentiality provisions would support an assertion of such an understanding with respect to the information specified.

### **Application**

The process for dealing with confidential information in contracts is outlined below. The Process Chart Dealing With Confidentiality of Information in Contracts, which is based on one prepared by the ANAO, further illustrates this process.

#### **Tender process/negotiations**

Within the initial tender documentation . or if no tender process is undertaken, at the beginning of negotiations . prospective contractors should be notified:

- of the accountability requirements of the Commonwealth, including disclosure to Parliament and its committees;

- that the Commonwealth will treat as confidential any information provided by tenderers/prospective suppliers prior to the award of a contract and in respect of unsuccessful tenderers after contract award;

- that the Commonwealth's position is that information is not to be kept confidential unless there is a good reason for confidentiality;

- that in considering whether there is 'a good reason for confidentiality', with the consequence that the Commonwealth would agree to a contractual confidentiality obligation, the Commonwealth will have regard to matters covered by this guidance; and

- that as indicated in the CPGs, there are some circumstances where information may be disclosed even if there is a confidentiality clause, such as to the Auditor-General and to parliamentary committees.

Prospective contractors should be required to notify the Commonwealth whether they agree that the contract should not contain any confidentiality provision. If a prospective contractor does not agree to this position, it will need to supply, in writing, details of the information that should be confidential and reasons why that information should be subject to a contractual obligation of confidentiality.

#### **Model clauses for tender documentation**

Model confidentiality clauses for agencies to include in tender documentation are available. These clauses are not mandatory for agencies to use.

#### **Contract negotiation**

Ultimately, whether a confidentiality clause is included in a contract, and if so the form of that clause, is a matter for negotiation. From the Government's perspective, its stance is determined by the principles that inform this guidance. When a prospective contractor has indicated that it requires a confidentiality obligation to be included in the contract, the responsible official should:

- consider the reasons why the prospective contractor has said the information should be subject to a contractual confidentiality obligation; and

- on the basis of the reasons given by the prospective contractor, apply the tests set out above in this guidance.

If on the basis of the tests, the official forms the view that it is necessary for a contractual confidentiality clause to be included in the procurement contract, he or she should agree to the inclusion of suitable contractual provisions. Suitable contractual provisions will require only specific information to be kept confidential and will provide for relevant exceptions, in line with the Commonwealth's disclosure obligations. Where the requirement for confidentiality is of limited duration consideration should be given to imposing a specific time limit on the operation of the confidentiality clause.

If the official forms the view that the information does not meet these tests, he or she should notify the prospective contractor of the Commonwealth's position and of the underlying reasons for that view. Negotiations should then continue so as to ensure, so far as possible,

an outcome which represents best value for money to the Commonwealth. If, after negotiating the most favourable arrangements, the prospective contractor still requires a confidentiality clause, which may be unacceptable from a transparency viewpoint, the official must ultimately decide whether the Commonwealth's interests are best served by finding another supplier who will not require a confidentiality commitment or agreeing to the inclusion of the confidentiality clause. This would involve weighing the need to ensure appropriate transparency, taking into account the nature of the contract and information concerned, and the value for money in doing business with the prospective contractor.

If the parties contemplate that confidential information may be communicated in the course of contract performance, it is appropriate to include a confidentiality clause to protect disclosure of that information. This may be the case even though there is no specific contract information existing at the time the contract is executed which requires protection. Whether or not such a clause exists, officials need to be aware that information disclosed in the course of contract administration can give rise to obligations of confidence. The tests also form a basis upon which an official can identify information disclosed in the course of contract administration, which needs to be kept confidential.

### **Model contract clauses**

Model confidentiality clauses for agencies to include in contracts are available. These clauses are not mandatory for agencies to use.

### **Post contract**

The sensitivity of some information may diminish over time. Accordingly, during the running of the contract, agencies should consider reviewing the classification of information that has previously been accepted as confidential, where this is practical taking into account factors such as the duration of the contract.

### **When is a claim to confidentiality legitimate?**

This is the most difficult decision facing an official when the prospective contractor is insisting on confidentiality. The dilemma facing the official is to protect the Commonwealth's interests, which include maintaining transparency and accountability and achieving value for money, while at the same time dealing fairly and reasonably with the prospective contractor. Ultimately an official must be able to provide sound reasons for agreeing to a confidentiality clause, having regard to the tests outlined above and value for money considerations as appropriate.

Legitimate claims to confidentiality include where disclosure of the information would damage the business interests of the contractor, such as by the disclosure of trade secrets or commercially sensitive information (sometimes called 'proprietary information'). An official needs to be satisfied that the contractor has adequately established any claims for confidentiality of such information. This will provide the official with a defensible basis for agreeing to maintain the information as confidential. As indicated previously, agencies should consider seeking legal advice if any doubt exists.

The ANAO has listed in Report 38 examples of commercial information that may, or may not, be legitimately protected by a confidentiality clause. However, it is important to understand that these lists, which are reproduced below, are *NOT* definitive. They are simply examples of where *generally* the particular information is, or is not, legitimately regarded as confidential. There may be reasons, in a particular case, why an item in the first list is not legitimately confidential. Equally, there may be a special reason why an item in the second list is legitimately confidential. Each claim to confidentiality must be examined on a case by case basis.

Examples of commercial information that may legitimately be protected by a confidentiality clause are:

- trade secrets;
- proprietary information, for example, information about how a particular technical or business solution is to be provided;
- a contractor's internal costing information or information about its profit margins;
- pricing structures (where this information would reveal whether a contractor was making a profit or loss on the supply of a particular good or service); and
- intellectual property matters where these relate to a contractor's competitive position.



Examples of the types of commercial information that would *NOT* generally be considered to be

legitimately confidential are:

- performance and financial guarantees;
- indemnities;
- the price of an individual item, or group of items of goods or services;
- rebate, liquidated damages and service credits clauses;
- performance measures that are to apply to the contract;
- clauses which describe how intellectual property rights are to be dealt with; and
- payment arrangements.

#### **Other Issues**

##### ***Confidential information***

Under the general law, which informs this guidance, information that satisfies specific requirements will be classed as confidential information.

In addition, there are legislative requirements for certain information to be maintained as confidential irrespective of whether there is a contractual obligation to maintain confidentiality. Officials will need to separately consider any applicable requirements of this type. Examples include:

The *Patents Act 1990* and *Designs Act 1906* prohibit the publication of certain information; and

The *Privacy Act 1988* and the *Public Service Act 1999* require officials to maintain confidentiality of various classes of information that they receive in the course of their duties.

##### ***Disclosure requirements***

The Australian Government is subject to a number of obligations whereby it is required to disclose information, regardless of any contractual obligations to maintain confidentiality.

Examples include:

- o under the FOI Act, a person can make an FOI request to access information held by an agency - unless the information is subject to one of the exemptions set out in the FOI Act, the agency will be obliged to disclose it;
- o an agency may be required to disclose information to Parliament or its committees to comply with its accountability obligations, for example when acting on behalf of Ministers in providing evidence to, or answering questions from, parliamentary committees; and
- o the Government will be required to disclose discoverable information which is relevant to a case before a court.

#### **Examples**

The general examples detailed below, demonstrate the application of the confidentiality criteria to determine whether particular claims of confidentiality in relation to commercial information are appropriate. The examples are not exhaustive, and should not be used as the basis for specific determinations as conclusions will vary, depending on the particular circumstances involved. Instead, each claim should be assessed on its merits using the criteria.

In most of the examples below, *each* criterion for testing whether a claim to confidentiality is appropriate has been set out so as to maximise the exposure of readers to the relevant arguments. However, it should be remembered that failure on just one criterion is sufficient to conclude that the claim to confidentiality is inappropriate.

##### **Bank guarantees**

A potential contractor asks that a confidentiality clause be included in the contract, which specifically identifies the bank guarantee clause as confidential.

A bank guarantee is usually an undertaking given by a third party to pay money to a principal, for example, the Commonwealth in a procurement contract, on demand. The principal may call on the money in the event of a breach by the contractor. It is a common contractual requirement that the contractor will establish such a guarantee by arrangement with, for



example, a bank or other financial institution.

A bank guarantee would generally not meet all of the criteria for confidentiality.

Addressing each criterion in turn:

***Criterion One - Met***

The proposed confidentiality clause identifies the bank guarantee clause in specific terms.

***Criterion Two . Not met***

The information does not have the necessary quality of confidentiality because the requirement is common and, therefore, would be widely known by suppliers, and non-disclosure does not provide the prospective supplier with a commercial advantage.

***Criterion Three . Not met***

Disclosure of the bank guarantee is unlikely to result in detriment to the prospective supplier given that it does not provide a commercial benefit that could be adversely impacted.

***Criterion Four . Not met unless an agreement is reached***

A mutual understanding of confidentiality would exist in the event that the agency accepts the prospective supplier's claim in negotiations and a guarantee is provided. Based on this analysis, it would generally not be appropriate for an agency to agree to a request to maintain confidentiality as not all the criteria have been met.

***Business/delivery methodology***

A prospective provider has identified as confidential in its response to a Request for Tender information that specifies how it delivers its services. The prospective provider establishes that the methodology has been developed using its 'smart' (original or innovative) solution and disclosure is likely to result in competitors adopting the methodology, diminishing its commercial value and adversely affecting the prospective provider's competitive position in the market. Only the prospective supplier and a small number of its employees know the methodology. In discussions with the agency contact prior to submitting its tender response, the prospective provider agreed to inclusion of the service delivery methodology on the proviso that it will be treated as confidential.

Assessment of the information against the confidentiality criteria follows:

***Criterion One . Met***

The information is specifically identified, comprising information on the service delivery methodology for the services.

***Criterion Two . Met***

The information has the quality of confidentiality as the information is known only to a small number of people employed by the prospective provider, and continuing non-disclosure of the 'smart' methodology provides it with a competitive advantage.

***Criterion Three . Met***

Disclosure of the information is likely to adversely impact the prospective provider's commercial interests as its competitors would be able to compete for work either using or adapting the methodology, which would remove the prospective provider's competitive advantage in this area.

***Criterion Four . Met***

Discussions between the prospective supplier and agency contact prior to submission of the tender response suggest that the service delivery methodology was provided on the understanding that the information would be maintained as confidential. Accordingly, the service delivery methodology meets the tests for confidentiality in this guidance. It would therefore be appropriate for the agency to formally agree to maintain the information as such.

***Service level measures***

Service based contracts often contain measures to reward good service delivery and to reduce payment for poor service delivery. The measures set the levels for a reward/reduction regime.

A potential outsourced information technology provider requests, in contract negotiations, that service level measures be treated as confidential on the basis that disclosure would enable

competitors to estimate its cost structure and therefore damage its commercial interests. The service level measures have been specifically developed for the proposed contract and are not known to anyone except the potential provider and the agency. The agency has not made any representations, either in the tender documentation, or verbally, to the effect that the service level measures would be treated as confidential.

Analysis of the service level measures against the criteria for confidentiality indicates that they do not meet the tests:

***Criterion One . Met***

The information identified as confidential is specific in so far as it includes the service level measures in the contract.

***Criterion Two . Not met***

Although the information is not widely known, the potential provider's pricing structure could not be estimated by reference to these measures alone. The relevant clause merely sets targets for the service provider.

***Criterion Three . Not met***

Disclosure of the service level measures is unlikely to cause detriment to the potential provider, taking into account the conclusions in the previous point.

***Criterion Four . Not met unless an understanding is reached***

A mutual understanding of confidentiality of the service level measures does not exist at this point.

Whilst the service level measures in this example would not be confidential based on the above analysis, agencies should be conscious that the quantum of financial penalties or rewards raises similar issues to those applicable to pricing information. For example, contracts that provide for profit to be at risk or shared depending on performance may disclose of the contractor's underlying cost structure.

**Pricing information**

Each request for confidentiality of pricing information should be considered on its merits, with the key issue being, the contractor should provide, in writing, reasons justifying its claim to confidentiality.

Generally, the fact that disclosing pricing information would make life more difficult for the contractor is not sufficient reason. For example, an incumbent contractor may claim confidentiality on the basis that it does not want competing potential contractors to know its prices at contract renewal time because potential competitors will know what they have to beat. However, transparency of such information could, potentially, lead to increased competition and better value for money outcomes for the Government.

The examples below focus on assessing whether individual elements of a pricing methodology would be confidential. Agencies should note that although a specific element may be assessed as not meeting the confidentiality criteria, the complete methodology may nevertheless warrant protection if it provides sufficient information to make a reasonable estimate of the prospective supplier's profit margin.

A glossary of relevant pricing related terms and an example prepared by the ANAO to illustrate the terms are available.

**Total Price**

In contract negotiations, a prospective provider of human resource services asks an agency to maintain the total price of a proposed contract for such services as confidential on the basis that release of the information would enable its competitors to estimate future bids by the organisation. In previous discussions with the prospective provider, the agency indicated that the Government is required to report the contract price in the Purchasing and Disposals Gazette. The request for tender also highlighted this requirement.

Analysis of the request indicates that the claim does not meet the test for confidentiality as all of the tests have not been met:

***Criterion One . Met***

The information identified as confidential is specific, being the total price of the contract.

***Criterion Two . Not met***

The total price does not have the quality of confidentiality. Despite the prospective provider's claim, the information is not commercially sensitive

because it does not provide sufficient detail to enable competitors in the market to determine the prospective provider's cost structures and profit margins.

***Criterion Three . Not met***

Disclosure of the total price would not damage the service provider's commercial interests given the issues raised in the previous point. In relation to the prospective provider's claims, future bids by the organisation would need to address the statement of requirements, which may involve the provision of different services, services levels, and possibly, use of different service delivery methods. Accordingly, disclosure of the total price in this case is unlikely to provide sufficient information for the prospective provider's competitors to determine the likely price of future bids by the provider.

***Criterion Four . Not met unless an understanding is reached***

An understanding of confidentiality does not exist between the agency and potential service provider at this point.

Based on this analysis, it would generally not be appropriate for an agency to agree to a request to maintain confidentiality as not all of the criteria have been met.

***Price of individual items or groups of items***

While prices for individual items or groups of items of goods or services would not generally be confidential, there may be some exceptions.

Confidentiality would not be appropriate if the pricing information is generally known. However, if individual prices for items forming part of the contractual requirements would disclose underlying costs and profit on that item or other commercially sensitive information such as special discounts, (see below), the prospective provider may legitimately claim that the information is confidential.

A simple example of a case where a unit price would not be confidential is where a prospective supplier of chairs to an agency advertises the price that will be charged for the chairs in a catalogue:

***Criterion One . Met***

The information identified in the proposed confidentiality clause is specific information.

***Criterion Two . Not met***

The information on the price of the chairs is publicly advertised and, as such, non-disclosure would not provide the prospective supplier with any ongoing benefit.

***Criterion Three . Not met***

Disclosure of the information is unlikely to adversely affect the commercial interests of the prospective supplier, as the price of the chairs is already publicly available.

***Criterion Four . Not met unless an understanding is reached***

In the absence of any explicit agreement that the unit price of the chairs would be maintained as confidential, there would not be a mutual understanding of confidentiality.

Based on this analysis, it would not be appropriate for an agency to agree to a request to maintain confidentiality as not all of the criteria have been met.

***Discounts***

A prospective provider may claim confidentiality of pricing information for reasons other than those discussed above. For example, it may be providing the Government with a considerable discount (and may even be making a loss on some items). The prospective provider may properly seek confidentiality of the discount information if it can establish that it would suffer detriment if the level of discount offered by the prospective provider were disclosed. For example, the prospective provider may be able to demonstrate that its financial interests would be prejudiced if its other customers were to know of and seek similar levels of discount as those available to the Government, or that disclosure of discount information would enable competitors to determine the actual cost of the goods or services.

As discounts may or may not be confidential, depending on the circumstances,

officials should consider requests to maintain confidentiality of such information on a case by case basis.

### **General confidentiality and privacy clauses**

Clauses that do not identify any specific information and yet require confidentiality can appropriately be included in contracts. These clauses, dealing with potential information which can only be identified in general terms, impose a duty of confidentiality should such information be generated in the course of the contract.

General confidentiality and privacy clauses would not in themselves be confidential.

### **References**

The following documents provide further guidance on, and discussion of, confidentiality and/or disclosure:

*Commonwealth Procurement Guidelines*

*Commonwealth Protective Security Manual 2000*

*Government Guidelines for Official Witnesses before Parliamentary Committees and*

*Related Matters* - November 1989

*Australian National Audit Office - The Use of Confidentiality Provisions in*

*Commonwealth Contracts* - Audit Report No. 38 - 2000-01

*Senate Order Guidance on The Listing of Contract Details on the Internet* -  
*January*

*2004*