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— for —
British Columbia

Order F10-39

MINISTRY OF CITIZENS' SERVICES

Michael McEvoy, Adjudicator

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Summary: FIPA requested access to the Workplace Support Services contract documentation between the Province and IBM. The Ministry withheld portions under ss. 15 and 17. Exceptions found not to apply and Ministry ordered to disclose all withheld information. The Ministry's submission that if the disputed information is released vendors will not negotiate future Alternative Service Delivery was unconvincing.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, ss. 15(1)(l), and 17(1)(d) & (f).

Authorities Considered: B.C.: Decision F08-07, [2008] B.C.I.P.C.D. No. 25; Order 00-01, [2000] B.C.I.P.C.D. No. 1; Order F10-25, [2010] B.C.I.P.C.D. No. 36; Order F10-24, [2010] B.C.I.P.C.D. No. 35; Order F08-22, [2008] B.C.I.P.C.D. No. 40; Order F09-13, [2009] B.C.I.P.C.D. No. 18; Order F06-03, [2006] B.C.I.P.C.D. No. 8; Order 02-50, [2002] B.C.I.P.C.D. No. 51; Order F08-11, [2008] B.C.I.P.C.D. No. 19; Order 03-35, [2003] B.C.I.P.C.D. No. 35; Order 03-25, [2003] B.C.I.P.C.D. No. 25; Order 03-15, [2003] B.C.I.P.C.D. No. 15; Order F07-15, [2007] B.C.I.P.C.D. No. 21

Cases Considered: *British Columbia (Ministry of Labour and Citizens' Services) v. British Columbia (Information and Privacy Commissioner)*, 2009 BCSC 1700

1.0 INTRODUCTION

[1] The BC Freedom of Information and Privacy Association ("applicant") requested[1] under the *Freedom of Information and Protection of Privacy Act* ("FIPPA") that the Ministry of Citizens' Services ("Ministry") provide it with a copy of the Workplace Support Services Agreement ("Agreement"). The Ministry does not describe the kinds of support services provided in the Agreement. What I glean from the Agreement is that it encompasses, for example, IBM's provision of server hardware and software as well as technical support for desktop computers and the networking of these devices. The Agreement, dated December 3, 2004, is between the Province of BC and IBM Canada ("IBM") and is part of a larger Master Services Agreement between the parties. After providing notice to IBM, the Ministry said it intended to release the requested records in part, causing IBM to seek a review of the Ministry's decision not to apply s. 21 to some of the information.[2] A Notice of Inquiry was issued October 3, 2007 to consider IBM's request for review. On July 24, 2008, Commissioner Loukidelis issued a preliminary decision[3] requiring the Ministry to release records to the applicant that were not at issue in the third-party review. The Ministry launched a judicial review application in response. On December 10, 2009, the British Columbia Supreme Court upheld the Commissioner's preliminary decision.[4] The Ministry then provided the applicant with what it called a "second and final release" of responsive records on January 11, 2010. It denied access to other records under ss. 15, 17, 21 and 22 of FIPPA. IBM responded by continuing to dispute, under s. 21, the release of certain information. Meanwhile the applicant requested that the Office of the Information and Privacy Commissioner ("Office") review the Ministry's decision not to release information under ss. 15, 17 and 21. The applicant accepted the Ministry's decision to withhold records under s. 22. The Notice of Inquiry this Office issued on May 27, 2010 stated that this inquiry would deal jointly with the applicant's and IBM's requests for review.

2.0 ISSUE

[2] The Ministry and IBM stated in their initial submissions that s. 21 was no longer in issue. Therefore, the issues that remain for me to deal with in this inquiry are whether ss. 15 and 17 of FIPPA authorize the Ministry to refuse access to information contained in the Agreement.

[3] Under s. 57(1) of FIPPA, it is up to the head of the public body to prove that the applicant has no right of access to the information it believes must be withheld under ss. 15(1)(l) and 17(1)(d) and (f).

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[1] December 9, 2004.
[2] April 29, 2005.
[3] Decision F08-07, [2008] B.C.I.P.C.D. No. 25.
[4] *British Columbia (Ministry of Labour and Citizens' Services) v. British Columbia (Information and Privacy Commissioner)*, 2009 BCSC 1700.

3.0 DISCUSSION

[4] **3.1 Background**—The Ministry refers to the Agreement at issue as one in a series of Alternative Service Delivery ("ASD") contracts. The contracts, including the Agreement, are the result of an initiative by the ASD Secretariat, a government office designed to change the delivery of government services "through strategic partnerships with the private sector" – in essence a contracting out of public services. Among other objectives, ASD contracts seek to "drive cost savings or avoid future costs – such as capital required to build new systems."[5]

[5] The Ministry says that it reached the Agreement through what it called a Joint Solutions Procurement ("JSP") process. The Ministry and IBM began that process in June 2004 and concluded the Agreement five months later. The Ministry describes the negotiations as "protracted, complex and in many instances hard fought."[6] It provided me, *in camera*, a list of the various issues that the Ministry and IBM addressed during their discussions including pricing options. The term of the concluded Agreement is 10 years and the Provincial Government agreed to pay IBM $300 million over that period. Beyond this the Ministry said little in the way of what services IBM agreed to provide.

[6] **3.2 Harm to Security**—Section 15(1)(l) of FIPPA reads as follows:

> 15(1) The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to …
>
> (l) harm the security of any property or system, including a building, a vehicle, a computer system or a communications system.

[7] In assessing the Ministry's application of s. 15(1)(l), I have taken the same approach as previous Orders including Order 00-01.[7] Commissioner Loukidelis outlined, in that Order, the nature of the evidence required to meet a harms-based test such as that set out in s. 15(1):

> …a public body must adduce sufficient evidence to show that a specific harm is likelier than not to flow from disclosure of the requested information. There must be evidence of a connection between disclosure of the information and the anticipated harm. The connection must be rational or logical. The harm feared from disclosure must not be fanciful, imaginary or contrived.[8]

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[5] Affidavit of John Bethel, paras 7-9.
[6] Ministry initial submission, para. 58.
[7] [2000] B.C.I.P.C.D. No. 1.
[8] At p. 5.

The records in dispute

[8] The records in dispute with respect to s. 15 of FIPPA consist of portions of the following items from the Agreement:

- Schedule I: A list of software IBM agrees to use to manage the Province's computer system.
- Schedules J, K, L and X: Server names and the location of those servers.
- Schedule J: a list of certain IBM equipment used by IBM to carry out its Agreement obligations.

The parties' arguments

[9] I have carefully considered the parties' s. 15 arguments and evidence in full and reproduce below a synopsis of those submissions.

[10] The Ministry submits that release of the disputed information would assist a potential computer hacker ("hacker") to attack the Province's computer system. The Ministry argues that enormous harm would result because the system houses a significant amount of sensitive data from medical to driver's licence information.[9] The Ministry describes the categories of hackers who might attempt to attack the Province's computer system and says that organized crime has already tried to do so in the past.[10]

[11] The Ministry submits:[11]

> A hacker who wanted to attack the [Province's computer system] but did not have access to the Section 15 Information, would have to guess as to the types of applications, equipment and the locations and names of servers. However, if a hacker already had access to the Section 15 Information, in whole or in part, they would not have to guess or would, at the very least, not have to guess as much. This increases their chances of successfully compromising the security of the [s]ystems.

[12] The applicant submits that the Ministry's argument amounts to saying that:[12]

> Criminals might try a door a number of times a year, but if the house had its street numbers removed and the maker of the locks filed off they would be less likely to succeed in gaining entry…The information being withheld…is the equivalent to street numbers and lock manufacturers, not the key to the door or the password for the alarm system.

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[9] Ministry's initial submission, para. 4.09.
[10] Ministry's initial submission, paras. 4.16-4.18.
[11] Ministry's initial submission, para. 4.18.
[12] Applicant's reply, para. 5.

[13] IBM took no position concerning the s. 15 issue.

Findings

[14] The identified harm at issue here is the unauthorized entry into the Province's computer system by hackers. Would it be reasonable to expect the release of the withheld information to lead to this harm?

[15] I agree with the applicant that revealing the name of the system software does not provide a would-be criminal access to data in the Province's computer system. I would also add that knowing a server's location does not equate to gaining entry to it. The Ministry's submission that the information at stake is very sensitive strongly suggests that the Ministry's security system would be set up to prevent unauthorized access to any room or building that houses a server.

[16] Moreover, despite the Ministry's claims otherwise, it draws no direct connection between the disclosure of the disputed information and the claimed harm. Rather, the Ministry submits that the release of the information "increases" the "chances" of a successful attack.[13] By what factor these chances are increased the Ministry does not explain. In effect, the Ministry asks me to assume that the information disclosure could lead to a series of contingent events, the likelihood of which it leaves me to guess, that might in turn lead to an unauthorized breach of the computer system. This proposition is clearly speculative. It certainly falls short of the evidence required to show that the specific harm claimed is likelier than not to follow from the requested information's disclosure.

[17] I also note the Ministry's submissions impliedly acknowledge that, even without the disclosure of the requested information, a hacker could guess it. It stretches credibility to believe the Province's security system is so fragile that its breach is more likely than not based on a mere guess.

[18] My approach to this issue is consistent with Order F10-25.[14] Contrary to the Ministry's assertion, this case parallels Order F10-25 in many respects. That Order concerned records connected with another agreement reached under the ASD contract process. As here, the name of a computer server was among information withheld by the public body. The public body argued this disclosure would increase the vulnerability of the Province's computer system and data to attack. Senior Adjudicator Francis carefully considered the issues and stated:

> I find the Ministry's arguments speculative and not persuasive. Disclosure of the information, by itself, could not reasonably lead to the harm the Ministry fears. While the Ministry has provided general evidence regarding the *modus operandi* of hackers, it has not provided any evidence

[13] Ministry's initial submission, para. 4.07
[14] [2010] B.C.I.P.C.D. No. 36, para. 20.

> of the risk that these techniques would be effective in relation to this particular server, particularly given the awareness of both Ministry and Maximus of these techniques. It is of course always theoretically possible that criminals will use all sorts of publicly available information in a dishonest fashion to illegally access confidential information. In my view, that possibility, by itself, is not sufficient to refuse to disclose information. There must be something more that ties a special risk to a particular context so as to meet the "reasonable expectation" test. In this case, that test has not been met. I find that s. 15(1)(l) does not apply here.

[19] Taking account of this passage along with my reasoning above, I conclude the Ministry has not met the burden of proving a reasonable expectation that the disclosure of the disputed information would result in the indentified harm. Therefore s. 15(1)(l) does not apply.

[20] **3.3 Harm to the Financial Interests of the Public Body**—Section 17 of FIPPA authorizes public bodies to withhold information the disclosure of which could reasonably be expected to harm the financial or economic interests of a public body or the Province of British Columbia. The relevant FIPPA provisions in this case are as follows:

> 17(1) The head of a public body may refuse to disclose to an applicant information the disclosure of which could reasonably be expected to harm the financial or economic interests of a public body or the government of British Columbia or the ability of that government to manage the economy, including the following information: …
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> (d) information the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in undue financial loss or gain to a third party; …
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> (f) information the disclosure of which could reasonably be expected to harm the negotiating position of a public body or the government of British Columbia.

The records in dispute

[21] The records in dispute with respect to s. 17 of FIPPA consist of the following items from the Agreement:

- Section 6.11: Service Level Credits—the withheld portions of this section includes descriptions of the expected service levels IBM will perform and also sets out the penalty provisions for IBM should it not attain these levels. The penalties are an "at risk" amount of the fee the Province pays IBM monthly.[15]

[15] McKnight affidavit, para. 78.

- Section 13.3: Gain sharing—a provision that allows the Province to share in financial gains when IBM uses government infrastructure related to the Agreement to take advantage of other commercial opportunities. The withheld portions detail the sharing arrangement.
- Sections 18.2(a)(i), (b) and 22.9: Remedies of the Province—the withheld sections stipulate the remedies of the parties for failure or breach of contract.
- Schedules F and N: Charges—the withheld information details IBM's pricing for those services it provides.

[23] I have again carefully considered the parties' arguments and evidence in full here and reproduce a salient summary of those submissions.

Ministry's argument

[24] The Ministry submits that, in adding s. 17(1)(f) in 2006, the Legislature enlarged the opening words of the section thereby "expanding the scope" of s. 17(1).[16] The Ministry submits where s. 17(1)(f) applies a public body does not need to prove the harm described in the opening words of s. 17(1) if the information in dispute is disclosed, *i.e.*, harm to the financial or economic interests of the public body or the ability of the government to manage the economy.

[25] The Ministry also argues that while the threshold for harm is not a low one met by any impact it is not required to show the potential harm be substantial or significant.[17] The Ministry submits that even if a contextual approach applies to the evidentiary burden a public body must meet I must consider factors other than the "democratic expectation of transparency concerning the expenditure of public money."[18] The Ministry also urges me to take account of the "worthy public objective of fiscal accountability" and the protection of the Province's finances through sound fiscal management. [19]

[26] The Ministry says it has carefully considered the findings in Orders F10-24[20] and F10-25 but submits the information at issue in this inquiry is materially different from the information at issue in those inquiries. It adds the enactment of s. 17(1)(f), not in place at the time of those two inquiries, is a further factor distinguishing those two cases.

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[16] Ministry initial submission, para. 4.23.
[17] Ministry initial submission, para. 4.26.
[18] The words Commissioner Loukidelis used in Order F08-22, [2008] B.C.I.P.C.D. No. 40, para. 48.
[19] Ministry initial submission, para. 4.27.
[20] [2010] B.C.I.P.C.D. No. 35.

[27] The Ministry also distinguishes the JSP process leading to ASD contracts ("ASD contracts")[21] from a Request for Proposal ("RFP") process.[22] The Ministry submits that, during an RFP process, proponents advise government about the cost of providing a service and respond to factors used by the Province to choose a service provider, including expertise and experience."[23] Once selected, the Ministry says little additional negotiation is required to conclude the contract.[24] By contrast, the Ministry submits the potential provider to an ASD contract plays a significant role in determining the contracted services. The Ministry submits this normally leads the parties to share unprecedented amounts of confidential material and agree to unique provisions not normally found in traditional contracts.[25] The specific and sensitive confidential provisions at issue here, the Ministry says, include pricing information, profit margins, "elements of the economic model" documented in certain provisions of the Agreement and gain sharing information.[26] The latter information concerns the Province's entitlement to share in certain, limited financial gains that IBM derives by using government infrastructure in the Agreement to take advantage of "other commercial opportunities."[27]

[28] The Ministry summarizes the three types of financial harms that could reasonably expect to result from the disclosure of the s. 17 Information as follows:[28]

- damage to the Province's negotiating position in relation to future contract negotiations;
- harm to government's ability to do ASDs in the future; and
- as the Province continues to engage in negotiations in relation to complex deals (including ASD deals), vendors will use provisions made public as a precedent to gain an advantage over the Province in future negotiations.

IBM's argument

[29] In a short submission, IBM states the Ministry briefed it on the Ministry's s. 17 positions and IBM agrees with the Ministry's arguments. It submits that disclosure of the information will make it, and other vendors, less likely to enter into the type of ASD contracts the Province seeks. IBM also says it will be less likely to provide the Province with the detailed financial information that appears in the disputed records.

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[21] The Ministry interchangeably uses the phrases "ASD contract negotiated by way of the JSP process" and "ASD contract." For the sake of brevity, I use "ASD contract" from this point.
[22] Ministry initial submission, para. 4.51.
[23] Ministry initial submission, para. 4.37.
[24] Ministry initial submission, para. 4.38.
[25] Ministry initial submission, para. 4.42. Like "gain sharing" for example.
[26] Ministry initial submission, para. 4.69.
[27] Affidavit of Elaine McKnight, para. 91.
[28] Ministry initial submission, para. 4.69.

Applicant's argument

[30] The applicant rejects the Ministry's position concerning s. 17(1)(f). It argues this provision is merely an addition to what is set out in s. 17(1) and therefore interpreted consistently with each of the five preceding subsections. It argues that Orders F08-22[29] and F09-13[30] support this approach as well.

[31] The applicant argues the Ministry's evidence regarding the negotiation process for ASD contracts is nearly identical to that in Orders F10-24 and F10-25 and therefore those Orders should be determinative of the issue here.[31]

Findings

[32] I begin by dismissing at once the Ministry's position that s. 17(1)(f) in effect sets up a standalone provision to be read apart from the rest of the section. Commissioner Loukidelis set out the proper approach to the interpretation of s. 17(1) and its subsections in F08-22:[32]

> Sections 17(1)(a) to (e) are examples of information the disclosure of which may result in harm under s. 17(1). Information that does not fit in the listed paragraphs may still fall under the opening clause of s. 17(1), "could reasonably be expected to harm the financial or economic interests of a public body or the government of British Columbia or the ability of that government to manage the economy." The intent and meaning of the listed examples are interpreted in relation to the opening words of s. 17(1), which, together with the listed examples, are interpreted in light of the purposes in s. 2(1) and the context of the statute as a whole.

[33] Section 17(1)(f) was added by amendment subsequent to Order F08-22 and in my view is simply a further example to be interpreted in relation to the opening words of s. 17(1). Senior Adjudicator Francis reached this same conclusion in Order F09-13.[33]

[34] As for s. 17 generally, including s. 17(1)(d), many previous orders explain its application.[34] These Orders outline the "reasonable expectation of harm" test, the evidentiary burden on the public body and the requirement to consider the test within the context of the purposes and principles of FIPPA.

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[29] [2008] B.C.I.P.C.D. No. 40.
[30] [2009] B.C.I.P.C.D. No. 18.
[31] Applicant's reply submission, paras. 16 and 17.
[32] [2008] B.C.I.P.C.D. No. 40 at para. 43
[33] [2009] B.C.I.P.C.D. No. 18, at para. 38. This order is under judicial review but not with respect to the application of s. 17.
[34] See especially, Order F08-22, [2008] B.C.I.P.C.D. No. 40; Order F06-03, [2006] B.C.I.P.C.D. No. 8; Order 02-50, [2002] B.C.I.P.C.D. No. 51. See also Order F08-11, [2008] B.C.I.P.C.D. No. 19; Order 03-35, [2003] B.C.I.P.C.D. No. 35; Order 03-25, [2003] B.C.I.P.C.D. No. 25; Order 03-15, [2003] B.C.I.P.C.D. No. 15; and Order F07-15, [2007] B.C.I.P.C.D. No. 21.

[35] Order F08-22 encapsulates these matters aptly. On the issue of FIPPA's purposes in relation to s. 17 and the burden of proof, Commissioner Loukidelis stated:[35]

> [34] One of FIPPA's twin purposes under s. 2(1) is to make public bodies "more accountable to the public" by "giving the public a right of access to records", a goal that is further advanced by "specifying limited exceptions to the rights of access" to information in FIPPA. The force of the right of access in s. 4 is reinforced for all non-personal information in contracts with public bodies by the fact that s. 57 puts the burden of proving the applicability of s. 17 or s. 21 on the public body or the third party contractor, not on the access applicant. Public body accountability through the public right of access to information is acutely important and especially compelling in relation to large-scale outsourcing to private enterprise of the delivery of public services, in this case aspects of hospital care.

[36] I would add that the financial magnitude of the ASD contracts is increasing in significance. The Agreement here, as noted above, is worth $300 million over ten years. In addition, the Ministry's evidence is that government has now entered into nine ASD agreements worth a total of approximately $1.8 billion[36] of taxpayers' money.

[37] Concerning the harms test under s. 17, Commissioner Loukidelis continued:

> [48] In short, harms-based exceptions to disclosure operate on a rational basis that considers the interests at stake. What is a reasonable expectation of harm is affected by the nature and gravity of the harm in the particular disclosure exception. There is a sharp distinction between protecting personal safety or health and protecting commercial and financial interests. There is also a justifiably high democratic expectation of transparency around the expenditure of public money, which is appropriately incorporated into the interpretation and application of s. 17(1) when a public body's and service provider's commercial or financial interests are invoked to resist disclosure of pricing components in a contract between them for the delivery of essential services to the public.
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> …
>
> [50] The threshold for harm under s. 17(1) is not a low one met by any impact. Nature and magnitude of outcome are factors to be considered. If it were otherwise, in the context of s. 17(1) any burden, of any level, on a financial or economic interest of a public body could meet the test. This would offend the purpose of FIPPA to make public bodies more accountable to the public by giving the public a right of access to records,

[35] Order F08-22, [2008] B.C.I.P.C.D. No. 40, at paras. 48 and 50.
[36] Affidavit of Elaine McKnight, para. 18.

> subject to specified, limited exceptions. It would also disregard the contextual variety of the harms-based disclosure exceptions in FIPPA.

[38] I adopt these principles here.[37] The Senior Adjudicator also applied them in recent Orders F10-24 and F10-25. As I noted above, the applicant and Ministry disagree about the application of these two recent Orders to this case; the applicant being of the view they are determinative while the Ministry argues this is not so because the evidence in this inquiry is "different in some material respects" and the information at issue is different.[38] The Ministry did not elaborate on these differences.

[39] I have carefully considered the particular facts here and I can see no reason why the rationale of Orders F10-24 and F10-25 would not apply to this case. The kinds of records at issue here are similar to those in Orders F10-24 and F10-25. Like the contract in those two Orders, the Agreement here is an ASD contract. The other obvious likeness between this case and those two Orders is that the provisions in dispute are largely of a similar character including the contractual terms "service levels", "gain sharing", pricing and penalty provisions.

[40] Moreover, the Ministry's arguments here parallel those the public body made in Orders F10-24 and F10-25. This includes submissions concerning the "unique" nature of ASD contracts. The Ministry does not explicitly say so but I take it to argue that past cases, in which s. 17 did not apply to RFP type contracts, have no bearing here.

[41] Based on the evidence before me, it is my view that, while negotiations may be somewhat longer and perhaps more complex, ASD contracts, like the end product of other kinds of government-let contracts, are still instruments whereby government pays third parties to provide products and services at an agreed price. Senior Adjudicator Francis came to the same conclusion in Order F10-24 opining that, "[t]he Ministry's evidence and arguments can be applied to any government contract, and to any term in any such contract…".[39] She concluded that, "[i]n this respect, contracts done through the JSP process are not in my view qualitatively different from those done through negotiation in other RFP processes."[40]

[42] There are two other arguments made here and rejected in Orders F10-24 and F10-25: that disclosure would result in vendors not engaging in future ASD contracts and, if they did bid, their knowledge of disclosed agreements would put the province at a negotiating disadvantage.

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[37] Along with those set out in Order F08-22 at paras. 34, 35, 44, 45 and 53, that, for the sake of brevity, I have not repeated here.
[38] Ministry initial submission, para. 4.29.
[39] At para. 48.
[40] At para. 52.

[43] The Ministry's submission that vendors will not negotiate future ASD contracts is not compelling. The Ministry provided me *in camera* evidence on this point that I am not at liberty to reveal. What I can say, however, is that I find it to be speculative, at points contradictory and on other occasions uncorroborated hearsay. In short, it is unconvincing. As noted, Order F10-24[41] also rejected this argument, as did Commissioner Loukidelis in Order F08-22 who described this kind of assertion as speculative and circuitous.[42]

[44] On the second argument, Senior Adjudicator Francis said this in Order F10-24:[43]

> In this regard, FIPA makes a valid point when it states that, despite numerous cases in which claims for disclosure of negotiated contracts have been denied, the Ministry does not point to any instance where a public body could say it got a worse deal the next time a deal was negotiated or that its negotiating expenses increased significantly because of the disclosure.

[45] The Ministry did not offer evidence of a "worse deal" in this case either. Indeed, this paucity of evidence on the part of public bodies is especially salient considering we are now edging towards two decades of experience with FIPPA. It is also worth restating the obvious point there is a high likelihood at least one potential vendor would already know the kind of terms the government would be prepared to grant in an ASD contract—one of those companies that has already entered into such a contract and seeks to enter another.[44] Moreover, if each ASD contract is unique, as claimed, it hardly supports the Ministry's argument that the terms of one contract would have relevance to another.[45]

[46] The Ministry also provided other *in camera* evidence that again I am constrained from describing.[46] I have considered this evidence carefully but find it does not discharge the burden of proof the Ministry must meet to demonstrate the harm to the financial or economic interests of the Province under s. 17 of FIPPA.

[47] For the reasons stated I find that ss. 17(1)(d) and (f) do not apply in this case.

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[41] At para. 55.
[42] At para. 53.
[43] At para. 50.
[44] This finding was also made in F09-13, [2009] B.C.I.P.C.D. No. 18 at para. 42.
[45] Again, a finding in Order F10-24 at para. 53.
[46] Affidavit of Elaine McKnight, paras. 78, 81, 93, 94, 98 and100.

4.0 CONCLUSION

[48] For reasons given above, I make the following orders under s. 58 of FIPPA:

1. I require the Ministry to give the applicants access to the information it withheld under ss. 15(1)(l) and 17(1)(d) and (f).

2. I require the Ministry to give the applicant access to this information within 30 days of the date of this order, as FIPPA defines "day", that is, on or before January 11, 2011 and, concurrently, to copy me on its cover letter to the applicant.

November 25, 2010

ORIGINAL SIGNED BY

Michael McEvoy
Adjudicator

OIPC File No.F10-41195 and No.F05-25186