

FILE NO. - 95/023

**REPORT WITH RESPECT TO THE APPLICATION
FOR REVIEW OF [REDACTED] WITH RESPECT TO INFORMATION
REQUESTED FROM SASKATCHEWAN GAMING CORPORATION
AND MR. CANADA'S TOURING NETWORK INC. (THIRD PARTY)**

[REDACTED]. He applied to Saskatchewan Gaming Corporation ("SGC") for access to a contract between SGC and Mr. Canada's Touring Network Inc. ("Mr. Canada"). By letter dated October 24, 1995 his request was refused. He was advised:

"The information that you have requested will not be released in accordance with subsection 19(1)(c):

19(1) Subject to Part V and this section, a head shall refuse access to a record that contains:

- (c) information, the disclosure of which could reasonably be expected to:
 - (i) result in financial loss or gain to;
 - (ii) prejudice the competitive positions of; or
 - (iii) interfere with the contractual or other negotiations of a third party.

The applicant then requested a review and notice of this request was duly given to Mr. Canada as the third party by SGC, and in the result both Mr. Canada and SGC have made submissions to me opposing the disclosure of this contract to the applicant.

In its submission Mr. Canada relied on subsection 19(1)(c) of the Act quoted above, however its submission that it would suffer financial loss or prejudice to its competitive position was not accompanied by any supporting material or evidence and is in the nature of pure speculation. In view of the fact that the contract was completed with SGC some time ago it is difficult, if not impossible, to conclude that disclosure would "interfere with the contractual or other negotiations of a third party."

Both parties, however, have submitted to me that it was understood and agreed between them that the negotiation of this agreement and that the subsequent agreement, in its entirety, would be kept confidential, and accordingly it is necessary to consider the provisions of Section 19(1)(b):

19(1) Subject to Part V and this section, a head shall refuse access to a record that contains:

- (b) financial, commercial, scientific, technical or labour relations information that is supplied in confidence, implicitly or explicitly, to a government institution by a third party.

The agreement in question is undoubtedly a commercial arrangement between the parties and the information in it pertains exclusively to financial and commercial terms relating to a mutual endeavour to which both parties have a stake. It defines the rights and obligations of the parties and is precisely the sort of document that prudent businessmen would be expected to keep confidential. Section 19(1)(b) does not

depend on any loss, damages or prejudice to the third party. The duty to maintain confidentiality is met if the record contains the specified information

It is my conclusion that SGC is required by Section 19(1)(b) to maintain confidentiality with respect to this document, and that the request for disclosure was accordingly properly refused.

Dated at Regina, Saskatchewan this day of February, 1996.

**Derril G. McLeod, Q.C.,
Commissioner of Information and
Privacy for Saskatchewan**