



Office of the
Saskatchewan Information
and Privacy Commissioner

REVIEW REPORT 309-2025

Saskatchewan Human Rights Commission

September 30, 2026

Summary:

The Applicant requested records from the Saskatchewan Human Rights Commission (SHRC). The records were withheld in full or in part pursuant to the exemptions found in:

- section 17(1)(a) (advice, proposals, recommendations, analyses or policy options);
- section 19(1)(a) (trade secrets);
- section 19(1)(b) (financial, commercial, scientific, technical or labour relations information of a third party);
- section 19(1)(c)(i) (financial loss or gain to a third party);
- section 19(1)(c)(ii) (prejudice the competitive position of a third party);
- section 19(1)(c)(iii) (interfere with contractual or other negotiations of a third party); and
- section 29(1) (disclosure of personal information)

of *The Freedom of Information and Protection of Privacy Act (FOIP)*.

The Commissioner found that the SHRC:

- (1) properly applied section 17(1)(a) of *FOIP* to all pages of the record save for the title page;
- (2) properly applied section 29(1) of *FOIP*; and
- (3) did not properly apply sections 19(1)(a), (b), (c) (i), (ii) and (iii) of *FOIP*.

The Commissioner recommended that the SHRC:

- (1) continue to withhold the portions identified in the Report where sections 17(1)(a) and 29(1) of *FOIP* were found to apply; and
- (2) release to the Applicant within 30 days of the issuance of this Report the remaining portions of the record.

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I BACKGROUND

- [1] On August 25, 2025, the Saskatchewan Human Rights Commission (SHRC) received an access to information request from the Applicant with the specified timeframe of “2024-present”:

Please provide all records relating to the services provided to the SHRC or the members of the Commission by Vanesa Vanstone/Brenna Vanstone/Mike Carr, or Galt Resources Strategy Group including but not limited to, formation of any and all contracts, work product, quotations, invoicing, and payment including all communications related thereto, including records relating to those services, including as provided through a corporate entity, partnership, or other body.

- [2] Because there were third party records involved, the SHRC advised the Applicant that it was extending the time to respond pursuant to section 12(1)(c) of *The Freedom of Information and Protection of Privacy Act (FOIP)* on September 3, 2025.¹
- [3] The SHRC provided the section 7 decision to the Applicant on October 24, 2025, citing the application of the exemptions in sections 16(1)(a), 17(1)(a), 19(1)(a), (b), (c)(ii), (c)(iii), and 29(1) of *FOIP* as the reason for withholding portions of the record. The record is 64 pages. The SHRC withheld 39 pages in part or in full.
- [4] On November 20, 2025, the Applicant requested a review of the exemptions claimed by the SHRC from the Office of the Saskatchewan Information and Privacy Commissioner (OIPC).
- [5] On March 19, 2026, OIPC sent notice of its review to the Applicant and the SHRC. Notices were also provided to three third parties: Brenna Vanstone, Vanesa Vanstone (Pinnacle Peak Leadership) and MJRC Consulting Services (MJRC).
- [6] On April 20, 2026, the SHRC provided OIPC with the records and its index of records (index); permission was not granted to share the index with the Applicant.

¹[*The Freedom of Information and Protection of Privacy Act*](#), SS 1990-91, c F-22.01, as amended.

[7] Pinnacle Peak Leadership (Vanessa Vanstone) provided a submission on May 15, 2026. MJRC provided a submission on May 26, 2026, and Brenna Vanstone provided one on May 28, 2026.

[8] The SHRC provided its submission to OIPC on May 28, 2026 and it did not grant permission to share its submission with the Applicant. On this date, the SHRC also provided a revised index. The OIPC review applied the revised index.

II RECORDS AT ISSUE

[9] The following pages outlines the nature of the exemptions as applied to the 39 pages of the 64 page record:

Page Numbers	Status	Exemptions Applied
2, 3, 5, 8 to 13, 16 to 22, 25, 29, 31, 32, 40, 42 to 44, and 49 to 53	Withheld in part	19(1)(a), (b), (c) and 29(1) of <i>FOIP</i>
55 to 64	Withheld in full	17(1)(a) and 19(1)(a) of <i>FOIP</i>

[10] Although the SHRC initially raised section 16(1)(a) of *FOIP* in its section 7 decision to the Applicant, it ultimately decided not to rely on this exemption.

III DISCUSSION OF THE ISSUES

1. Jurisdiction

[11] The SHRC qualifies as a “government institution” pursuant to subsection 2(1)(d)(ii) of *FOIP* and section 3 and PART I of the Appendix to *The Freedom of Information and Protection of Privacy Regulations*.²

² [*The Freedom of Information and Protection of Privacy Regulations*](#), RRS c F-22.01 Reg 1 (April 1, 1992) as amended.

- [12] There are three third parties in this review: MJCR Consulting (Mike Carr), Pinnacle Peak Leadership (Vanessa Vanstone) and Brenna Vanstone. Each qualifies as a third party under section 2(1)(j) of *FOIP*, which provides:

Interpretation

2(1) In this Act:

...

(j) “**third party**” means a person, including an unincorporated entity, other than an applicant or a government institution.

- [13] As there are reviewable grounds cited in the notices provided to the parties, OIPC has jurisdiction and is conducting this review under PART VII of *FOIP*.

2. The application of section 29(1) of *FOIP*

- [14] Section 29(1) of *FOIP* was applied by the SHRC as follows:

Page Numbers	Description of Record	Redaction Applied To
5 and 29	Professional Services Agreement(s) with MJRC and Brenna Vanstone respectively	Contact information for each in the form of: • Address for MJRC; • Address and phone number for Brenna Vanstone
8 to 13, 16 to 22, 32	Invoices for MJRC (pp. 8 to 13 and 16 to 22); and Invoices for Brenna Vanstone (p. 32)	Contact information and information for payment to MJRC; and Address for Brenna Vanstone
31	Brenna Vanstone email	Email address; Preferred pronouns; and Education level All pertaining to Brenna Vanstone

[15] Section 29(1) of *FOIP* is a mandatory exemption that states:

Disclosure of personal information

29(1) No government institution shall disclose personal information in its possession or under its control without the consent, given in the prescribed manner, of the individual to whom the information relates except in accordance with this section or section 30.

[16] Prior to a consideration of section 29(1) of *FOIP*, the first consideration is whether the information qualifies as “personal information” as defined by section 24(1) of *FOIP*, which does not present an exhaustive list. To be “personal information”, the information must be about an identifiable individual and must be personal in nature.³

[17] The SHRC hasn’t cited which subclauses of section 24(1) of *FOIP* are relevant to this analysis. As stated in the table above, the data elements include contact information (e.g., email addresses and phone numbers) present on all pages listed in the table in paragraph [14]. Other data elements may be found in these pages as well, including the educational descriptions of certain individuals and the personal pronouns of Brenna Vanstone. Our review reveals that sections 24(1)(a), (b), (d), (e) and (k)(i) of *FOIP* are engaged:

Interpretation

24(1) Subject to subsections (1.1) and (2), “**personal information**” means personal information about an identifiable individual that is recorded in any form, and includes:

(a) information that relates to the race, creed, religion, colour, sex, sexual orientation, family status or marital status, disability, age, nationality, ancestry or place of origin of the individual;

(b) information that relates to the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;

...

(d) any identifying number, symbol or other particular assigned to the individual;

³ OIPC [Review Report 324-2025](#) at paragraph [12].

(e) the home or business address, home or business telephone number or fingerprints of the individual;

...

(k) the name of the individual where:

(i) it appears with other personal information that relates to the individual;

[18] Section 29(1) of *FOIP* requires consent of the individual whose personal information is involved. No consent was obtained in this matter.

[19] Section 29(2)(p) of *FOIP* allows for an exception to the withholding of personal information if the information is otherwise publicly available.⁴ This section provides:

Disclosure of personal information

29(2) Subject to any other Act or regulation, personal information in the possession or under the control of a government institution may be disclosed:

...

(p) if the information is publicly available, including information that is prescribed as publicly available;⁵

[20] Publicly available information is information that is “available or accessible by the citizenry at large”.⁶ If an individual’s personal information, such as their name or contact information, is not publicly available, then it cannot be disclosed without consent.

[21] Personal information only pertains to individuals and not corporations because section 29(1) of *FOIP* refers to individuals as *natural persons*. Corporate contact information including email addresses can qualify as personal information by virtue of the combined

⁴ [*Schiller v Saskatchewan \(Education\)*](#), 2025 SKKB 146 at paragraphs [32] to [34].

⁵ Section 3(1)(a) of *FOIP* does not apply to published material or to material available for purchase by the public.

⁶ [*Lukács v. Canada \(Transport, Infrastructure and Communities\)*](#), 2015 FCA 140 at paragraph [69].

effect of sections 23(1)(e) and (k)(i) of *FOIP*, but only if the information is not publicly available.⁷

[22] On page 31, an email address for Brenna Vanstone was withheld at the top of the page and in the signature block. This is personal information pursuant to a strict application of section 24(1)(b) of *FOIP*. Also withheld from the signature block were preferred pronouns and a description of educational standing. The educational information in the signature block includes place of school and course of study, this is personal information further engaging section 24(1)(b) of *FOIP*.⁸ Preferred pronouns are clearly personal information, triggering the application of section 24(1)(a) of *FOIP*.⁹

[23] Section 29(1) of *FOIP* was properly applied to this information and it should continue to be withheld.

[24] Our review of the remaining data elements outlined in the table at paragraph [14], confirms that the above data elements are not publicly available and since they all relate to contact information for the third parties, this information should continue to be withheld. Our review revealed that none of the data elements are publicly available. The SHRC properly applied section 29(1) of *FOIP* to this information and should continue to withhold.

3. The application of section 17(1)(a) of *FOIP*

[25] The SHRC withheld pages 55 to 64 in full pursuant to the exemption in section 17(1)(a) of *FOIP*. The SHRC referred to this information as a “briefing report”. This report was prepared by one of the third parties for the SHRC - the precise author is unknown. The

⁷ OIPC [Review Report 076-2025](#) at paragraphs [47] to [50].

⁸ In OIPC [Review Report 335-2025](#) at paragraph [18], education history was considered under the equivalent provision section 23(1)(b) of [The Local Authority Freedom of Information and Protection of Privacy Act](#). (*LA FOIP*).

⁹ In OIPC [Review Report 194-2024](#) at paragraph [108], a person’s preferred pronouns were considered personal information under the equivalent provision section 23(1)(a) of *LA FOIP*.

report contains a summary of the third party's conclusions and is presented in the style of a report.

[26] Section 17(1)(a) of *FOIP* provides:

Advice from officials

17(1) Subject to subsection (2), a head may refuse to give access to a record that could reasonably be expected to disclose:

(a) advice, proposals, recommendations, analyses or policy options developed by or for a government institution or a member of the Executive Council;

[27] The following two-part test is of assistance in determining if the exemption was properly applied:¹⁰

1. Does the information qualify as advice, proposals, recommendations, analyses or policy options?
2. Was the advice, proposals, recommendations, analyses or policy options developed by or for a government institution or a member of the Executive Council?

[28] The SHRC stated that the completed third party report summarizes “seven individual interviews with the SHRC leadership team”. The report was described as containing advice, proposals, recommendations, analyses or policy options. Relevant definitions include:¹¹

- “Advice” is guidance offered by one person to another as well as the analysis of a situation or issue that may require action and the presentation of options for future action, but not the presentation of facts. Advice encompasses the drawing of inferences with respect to a suggested course of action, but which does not direct a specific recommendation. It can be an implied recommendation. The “pros” and “cons” of various options also qualify as advice. It should not be given a restricted meaning. Rather, it should be interpreted to include an opinion that involves exercising

¹⁰ OIPC [Review Report 188-2025](#) at paragraph [49].

¹¹ *Ibid*, at paragraph [50].

judgement and skill in weighing the significance of fact. It includes expert opinion on matters of fact on which a government institution may consider for future action.

- A “proposal” is something offered for consideration or acceptance.
- A “recommendation” is a specific piece of advice about what to do, especially when given officially; it is a suggestion that someone should choose a particular thing or person that one thinks particularly good or meritorious. Recommendations relate to a suggested course of action more explicitly and pointedly than “advice”.
- “Analyses” (or analysis) is the detailed examination of the elements or structure of something; the process of separating something into its constituent elements.

[29] The Supreme Court of Canada has instructed on “policy options”:¹²

[26] Policy options are lists of alternative courses of action to be accepted or rejected in relation to a decision that is to be made. They would include matters such as the public servant’s identification and consideration of alternative decisions that could be made. In other words, they constitute an evaluative analysis as opposed to objective information.

[27] Records containing policy options can take many forms. They might include the full range of policy options for a given decision, comprising all conceivable alternatives, or may only list a subset of alternatives that in the public servant’s opinion are most worthy of consideration. They can also include the advantages and disadvantages of each option, as do the Records here. But the list can also be less fulsome and still constitute policy options. For example, a public servant may prepare a list of all alternatives and await further instructions from the decision maker for which options should be considered in depth. Or, if the advantages and disadvantages of the policy options are either perceived as being obvious or have already been canvassed orally or in a prior draft, the policy options might appear without any additional explanation. As long as a list sets out alternative courses of action relating to a decision to be made, it will constitute policy options.

¹² [*John Doe v. Ontario \(Finance\)*](#) [2014] SCC 36, [2014] 2 SCR 3 at paragraphs [26] and [27].

- [30] Relevant guidance on dealing with non-responsive records that are withheld in full by a public body was given in *Kasprick v Saskatchewan Power Corporation* [2025] (*Kasprick*):¹³

[72] There were individual pages, in PowerPoint presentations for example, which contained images, graphics, or inconsequential headings. I have not ordered that those be released to Mr. Kasprick. While they may not fit into any of the exemptions claimed, they are not responsive to Mr. Kasprick's requests and their disclosure would not promote transparency. The line by line assessment which the OIPC referred to is not intended to go through a document and identify all the meaningless headings, pictures and the like for disclosure. At the hearing of this matter, Mr. Kasprick himself highlighted the absurdity of receiving disclosure of a photograph of an onion.

- [31] The SHRC submitted that pages 55 to 64 identify past challenges and future opportunities the SHRC leadership team has encountered and discussed. This discussion includes advice on how to address change in the organization. The SHRC identified that pages 59 to 64 contain specific proposals and recommendations throughout. The SHRC further identified that pages 57 to 62 include analyses, and that policy options are specifically listed on page 64.
- [32] We conclude that pages 56 to 64 provides an analysis of the third party's findings and the information includes a discussion and analysis of viable issues facing the SHRC. Page 63 provides further analysis but also includes proposals for how things may shift. Recommendations are provided on page 64. The report containing these elements was completed by one of the third party contractors for the SHRC. Pages 56 to 64 were properly withheld under section 17(1)(a) of *FOIP* and should continue to be withheld under this exemption.
- [33] We note there are non-responsive line items – such as titles - within these pages to which the exemption would not strictly apply. Applying the guidance in *Kasprick*, we see no utility in recommending that the SHRC release the non-responsive material to the

¹³ [*Kasprick v Saskatchewan Power Corporation*](#), 2025 SKKB 139 at paragraph [72].

Applicant. The Applicant asked for “work product” and is clearly not interested in non-responsive line items.

- [34] The only exception is page 55. Page 55 is a title page that does not contain any advice, proposals, recommendations, analyses or policy options. It is a title page and it includes a very short outline of the content of the report. This summary contains no advice, policy options or any of the items that make up the essence of section 17(1)(a). The exemption in section 17(1)(a) of *FOIP* does not apply to the title page on page 55. As the SHRC also applied section 19(1)(a) of *FOIP* to this page, it will be considered under this exemption below.

4. The application of section 19(1)(b) of *FOIP*

- [35] The SHRC applied section 19(1)(b) of *FOIP* to two invoices on pages 49 to 53:

Page Numbers	Descriptions
49 to 52	Invoice from Pinnacle Peak Leadership (Vanesa Vanstone) dated “2024/12/08” to three columns titled, “Details”, “Hours” and “Rates”.
53	Invoice from Pinnacle Peak Leadership dated “September 3, 2024” to three columns titled, “Description”, “Hours” and “Rates”.

- [36] Section 19(1)(b) of *FOIP* is a mandatory class-based exemption that states:

19(1) Subject to Part V and this section, a head shall refuse to give 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;

- [37] To determine if this exemption applies, OIPC employs the following three-part test:¹⁴

¹⁴ OIPC [Review Report 108-2022](#) at paragraph [22].

1. Is the information financial, commercial, scientific, technical or labour relations information of a third party?
2. Was the information supplied by the third party to a government institution?
3. Was the information supplied in confidence implicitly or explicitly?

1. Does the information consist of financial, commercial, scientific, technical or labour relations information of a third party?

[38] The SHRC and Pinnacle Peak Leadership claim these portions of the records contain both financial and commercial information.

[39] “Commercial information” relates to the buying, selling or exchange of merchandise or services, or information about pricing. It can apply to commercial or non-profit organizations. “Financial information” is information relating to money and its use or distribution. Information relating to the buying and selling of services including the terms and conditions is commercial information.¹⁵

[40] The information that was withheld on pages 49 to 53 include details or descriptions of services provided, the hours of work and the rate per hour. Since the withheld information consists of descriptions of services provided plus the cost for those services, we find pages 49 to 53 contains information relating to the provision of services and the pricing of those services. There is both commercial and financial information present on these pages.

2. Was the information supplied by the third party to a government institution?

[41] “Supplied” in the context of this provision would mean provided or furnished.¹⁶

¹⁵ OIPC [Review Report 310-2025](#) at paragraph [26].

¹⁶ *Ibid*, at paragraph [28].

[42] Pinnacle Peak Leadership submitted that they supplied the work service information to the SHRC, and that this information reflects the value of their services including cost structures and competitive positioning.

[43] The SHRC submitted that disclosure of the withheld portions would reveal Pinnacle Peak Leadership's "pricing structure, billing rates, and the methodology by which it delivers and charges for its services." The following arguments were added by the SHRC:

36. While the OIPC has previously determined that the contents of a contract will typically not qualify as information "supplied" by a third party, there are two exceptions to this rule:

- (a) *Inferred disclosure* – where disclosure of the information in a contract would permit accurate inferences to be made with respect to underlying non-negotiated confidential information supplied by the third party to the public body; and
- (b) *Immutability* – information the third party provided that is immutable or not open or susceptible to change and was incorporated into the contract without change, such as the operating philosophy of a business, or a sample of its products.

37. Here, the hourly rates and unit prices for the services were developed independently by Pinnacle Peak Leadership Consulting prior to the formation of its consulting agreement with the SHRC, and reflect Pinnacle Peak Leadership Consulting's own internal assessment of the value of its services, cost structures, and competitive positioning. This type of pre contractual information is more appropriately characterized as immutable underlying information that does not change its character simply because it migrated from a proposal to a contract.

[44] The concept of immutability within an agreement/contract was addressed by the Alberta Court of Appeal in 2014 when that court considered a remediation agreement between Imperial Oil Ltd. and Alberta Environment. The City of Calgary applied pursuant to the *Alberta Freedom of Information and Protection of Privacy Act*¹⁷ for a copy of the agreement. The Alberta Information and Privacy Commissioner (AB OIPC) ordered the entire agreement disclosed. Imperial Oil Ltd. applied for judicial review of the

¹⁷ [*Freedom of Information and Protection of Privacy Act*](#), RSA 2000, c.F-25 [repealed June 11, 2025].

Commissioner's decision. The Chambers judge quashed the application for judicial review and the appellate court was called upon to determine the issue afresh. Since section 16(1)(a) of the Alberta legislation mirrors section 19(1)(b) of *FOIP*, the analysis is relevant. The Alberta Court of Appeal affirmed that a negotiated remediation agreement cannot be categorized as having been "supplied". What was immutable and what was not "supplied" were the attached documents that contained financial, technical and scientific information. Those attached documents assisted in the negotiations that led to the finalizing of the remediation agreement. Those documents, five technical letters from environmental consultants commissioned by Imperial Oil Ltd. and supplied to Alberta Environment, were never the subject of negotiation. How they were used during negotiations was irrelevant to their immutable status and they were properly categorized as having been "supplied" by one party to the other.¹⁸

[45] A copy of a contract between Alberta Health and Alberta Blue Cross was recently ordered disclosed by the Alberta Information and Privacy Commissioner on the grounds that it did not fit the exemption in the same section 16 of the Alberta privacy legislation as noted above.¹⁹ This decision is particularly relevant to the matter at hand because one of the issues was whether a list of rates and fees paid to Alberta Blue Cross by the government for the administration of the provincial drug plan was "supplied" between the parties. The finding was that these amounts were not supplied because negotiation is always central to the rates associated with a government service contract:

[33] However, neither of the decisions in *Imperial Oil* nor the 2015 Court Decision rejected the long-standing principle that fees for service in a contract are generally accepted to be negotiated between the parties. Rather, these decisions appear to accept the premise, set out in the case law cited above, that fees for service set out in an agreement or contract are generally found to be negotiated, rather than supplied by one party to another, even when the prices in the agreement are accepted from a proposal without change. ...

¹⁸ [*Imperial Oil Limited v Alberta \(Information and Privacy Commissioner\)*](#), 2014 ABCA 231 at paragraphs [81] to [83].

¹⁹ AB OIPC [Order FOIP 2025-R-02](#) (July 2, 2025) at paragraph [33]. See also, Office of the Information and Privacy Commissioner for the Province of Newfoundland and Labrador [Report A-2015-005](#) (October 21, 2015) at paragraphs [12] and [13].

- [46] Within the records before us is a copy of the agreement between Pinnacle Peak Leadership and the SHRC which includes the hourly rate structure – the same hourly rate structure that appears in the contract. On the contract there is a clause that states the rate is “subject to review and revision”. There is also a term on the contract that the remuneration structure is “agreed upon by Pinnacle and the SHRC”. This wording is suggestive of a negotiation and not that the terms of the contract with respect to remuneration were immutable. The wording also reflects negotiation at play such that it cannot be said an inference could be drawn with respect to an underlying non-negotiated confidential price structure as supplied by the third party to the public body – without further revision.
- [47] We cannot find that the withheld information was supplied by Pinnacle Peak Leadership to the SHRC. We find that section 19(1)(b) of *FOIP* does not apply to pages 49 to 53. We will still review sections 19(1)(c)(i), (ii) and (iii) of *FOIP* as it was relied upon with respect to these same pages.

5. The application of sections 19(1)(c)(i), (ii) and (iii) of *FOIP*

- [48] These three subsections were applied concurrently by the SHRC on the following pages:

Page Numbers	Descriptions
2, 3	Monthly fee amount and costs on a copy of the service on agreement with third party, MJRC Consulting.
25	Agreement with Brenna Vanstone
8 to 13, and 16 to 22	Invoices from MJRC Consulting for services for: August 1, 2025; July 18, 2025; May 30, 2025 (x2); April 16, 2025; April 1, 2025; March 6, 2025; March 1, 2025; February 2, 2025; January 6, 2025; December 20, 2024; December 1, 2024; and November 1, 2024 – added to columns titled “rates” and “hours”.
40, 42 to 44	Agreement with Vanesa Vanstone
49 to 52	Invoice from Pinnacle Peak Leadership (Vanesa Vanstone) dated “2024/12/08” to three columns titled, “Details”, “Hours” and “Rates”.

53	Invoice from Brenna Vanstone dated “September 3, 2024” to three columns titled, “Description”, “Hours” and “Rates”.
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[49] Sections 19(1) (c) (i), (ii) and (iii) of *FOIP* provide:

Third party information

19(1) Subject to Part V and this section, a head shall refuse to give 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 position of; or

(iii) interfere with the contractual or other negotiations of;

a third party;

a. Section 19(1)(c)(i) of FOIP

[50] Section 19(1)(c)(i) of *FOIP* is a harms-based exemption. This analysis employs a two-part test:²⁰

1. What is the financial loss or gain being claimed?
2. Could release of the record reasonably be expected to result in financial loss or gain to a third party?

1. What is the financial loss or gain being claimed?

[51] A “financial loss or gain” must be monetary, or have a monetary equivalent or value, such as loss of revenue or corporate reputation.²¹

²⁰ *Supra*, footnote 15 at paragraph [35].

²¹ *Ibid*, at paragraph [36].

- [52] The phrase “could reasonably be expected to” within the context of provincial privacy legislation in Saskatchewan has been given the meaning of an “objective possibility” that something might happen.²²
- [53] Each third party argued that the withheld information involved financial and commercial information that constituted their proprietary service offerings. All three third parties submitted that disclosure of this information would allow competitors to replicate or undercut their pricing and service terms.
- [54] The SHRC agreed. The SHRC submitted that the withheld information contains financial and commercial information relating to each of the third party’s services, fees and deliverables, and the service terms and conditions. The SHRC also noted that the withheld portions of each third party’s service agreement and/or invoice contain fees and rates that form part of the third parties’ proprietary service offerings, the disclosure of which would result in competitors undercutting future pricing schemes or allow for leverage to undercut future services:

48. Disclosure of the Withheld Portions could reasonably be expected to result in the financial loss described above. The consulting industry is competitive, and organizations engaging external reviewers frequently rely on the expertise, specialized processes and reputation of consultants when selecting consultants. If the service details and associated fee structures and rates contained in the Withheld Portions were disclosed, it would enable competitors to use this information to enhance their own service offerings, and would enable clients to leverage this information in future negotiations.

49. Further, disclosure would undermine confidence among current and prospective clients that such information will remain confidential, thereby discouraging organizations from retaining the consultants for similar engagements in the future.

²² [*Saskatchewan Government Insurance v Giesbrecht*](#), 2025 SKCA 10 at paragraph [78]. That case examined section 38(1) of [*The Health Information Protection Act*](#), SS 1999, c. H-0.021, as amended but the test is applicable to all three pieces of privacy legislation where the “could reasonably be expected to” or even “could” standard is referenced.

[55] The body that invokes an exemption based on the prospect of an objective possibility of harm must meet the threshold of providing persuasive evidence that goes beyond bald assertions based and speculative fears. The parties must demonstrate a clear and direct connection between the disclosure of the information and a future mere possibility of harm.

[56] The argument that the withheld information could lead other parties to replicate and/or undercut future negotiations of the third parties ignores the reality that future negotiations with future parties will almost certainly involve different considerations arising from different fact situations. Negotiations will be based on what is on the table at the time and what a contractor may wish to bid.²³ If a competitor were to benchmark their own bid based on what was approved in an old agreement, they would do so at their own risk. The financial loss in this case is based on nothing more than fearful speculation. The objective possibility of financial loss has not been established by the SHRC or any of the third parties and does not apply to the information as outlined at paragraph [48] of this Report.

b. Section 19(1)(c)(ii) of FOIP

[57] Section 19(1)(c)(ii) of *FOIP* is also a harms-based exemption. To determine if this exemption applies, this office employs the following two-part test:²⁴

1. What is the prejudice to a third party's competitive position that is being claimed?
2. Could release of the record reasonably be expected to result in the prejudice?

1. What is the prejudice to a third party's competitive position that is being claimed?

²³ [*Balmain v New Brunswick \(Tourism, Heritage and Culture\)*](#), 2018 NBQB 129 at paragraphs [15] to [16]. See also [*Re Vitalité Health Network*](#), 2024 NBOMBUD 7 at paragraphs [56] to [60].

²⁴ *Supra*, footnote 15 at paragraph [45].

[58] The relevant definitions are:²⁵

- “Prejudice” in this context refers to detriment to the competitive position of a third party.
- “Competitive position” means the information must be capable of use by an existing or potential business competitor, whether that competitor currently competes for the same market share. For example:
 - Information that discloses the profit margin on a private company’s operations.
 - Marketing plans, including market research surveys, polls.
 - Information that reveals the internal workings of a private company.

[59] Each of the three third parties essentially claimed that the withheld information included their financial and commercial information relating to fees, services and deliverables, including terms and conditions. They argued that disclosure of the withheld information would allow competitors to gain insight into how they structure and price their services.

[60] The SHRC submitted that the withheld portions contained data elements such as services provided, specific fees and hourly rates for services. The SHRC added that the information is not in the public domain and forms part of each third party’s competitive advantage when marketing their services. According to the SHRC, disclosure would result in prejudicing each third party’s competitive advantage allowing competitors to access their “proprietary pricing structures, fee schedules, and service delivery terms.” The SHRC further said:

Disclosure of the Withheld Portions could reasonably be expected to result in the competitive harms described above. The details and fees and rates associated with each service would provide competitors with insight into how each consultant structures and prices their services. Access to this information would allow competitors to strategically undercut their rates, tailor competing service offerings and position themselves more advantageously in future contract negotiations, thereby reducing each consultant's competitive advantage.

²⁵ *Ibid*, at paragraph [46].

[61] There can be no argument that the disclosure of contract and invoice details might allow competitors to know the details of each third party's financial arrangements with a government institution at a given point in time. And while this could lead to an undercutting of bids in the future, there is a distinction between revealing a consultant's bid during the competitive negotiation process and the disclosure of the financial details of a contract that has been signed and engaged in the past.²⁶

...However, in my view, a distinction can be drawn between revealing a consultant's bid while the competitive process is underway and disclosing the financial details of contracts that have been actually signed. The fact that a consultant working for the government may be subject to a more competitive bidding process for future contracts does not, in and of itself, significantly prejudice their competitive position or result in undue loss to them.

[Emphasis added]

[62] The Office of the Information and Privacy Commissioner of the Northwest Territories (NWT OIPC) recently adopted this logic when considering a similar set of circumstances:²⁷

[53] However, Finance's objection is based on a concern that disclosure of financial information in an existing or concluding contract could affect a third party's competitive position in a future contract competition. First, this is speculative as there is no existing or expected future competition at issue. Second, disclosing what a third party agreed to deliver services for under one agreement does not, without more, disclose what that third party might bid on some future contract. As the Assistant Commissioner of Ontario put it, "The fact that a consultant working for the government may be subject to a more competitive bidding process for future contracts does not, in and of itself, significantly prejudice their competitive position or result in undue loss to them."

[54] It is helpful to keep in mind that one of the purposes of the *Access to Information and Protection of Privacy Act* is to make public bodies more accountable to the public. "There is a strong claim on freedom of information grounds for access to government information concerning business activity."

²⁶ ON OIPC [Order PO-2435](#) (December 16, 2005). See also NWT OIPC [Review Report on OIPC File 25-161-4](#) (December 17, 2025) at paragraphs [51] to [55].

²⁷ NWT OIPC [Review Report on OIPC File 25-161-4](#) at paragraphs [53] to [56].

Public accountability for government spending necessarily entails scrutiny applied to financial details in contracts. Businesses that contract with public bodies should be prepared to have their contractual arrangements subject to public scrutiny.

[55] Disclosure of the terms of a past contract may make it easier for a third party's competitors to have a sense of what might be required to win some future competition, but it does not prevent or prejudice the third party in competing for future contracts. Competitions must be fair, and public bodies should not disclose information that would compromise fairness in a competition. In the absence of evidence or explanation, I do not agree that disclosing details of a contract that resulted from one competition will prejudice a party's competitive position in some possible future competition. Such information might make a future competition more competitive, but that does not equate to prejudicing a third party's competitive position.

[56] Lastly, I understand that these financial aspects are not the only categories by which a competition is evaluated, and they are not, without more, determinative. At the time of writing this review, the third-party's hourly rate and estimated number of hours under the 'original agreement' are almost two years old. It is not plain or obvious that such information is of any significance other than historical note or that disclosure could prejudice the third party's competitive position in the future.

[Emphasis added]

[63] Disclosure of a third party's service terms or pricing information may assist a competitor in some respects, but it doesn't guarantee future prejudice. This is owing greatly to the fact that the information at stake is dated. Section 19(1)(c)(ii) of *FOIP* does not apply to the information outlined at paragraph [48] of this Report.

c. Section 19(1)(c)(iii) of FOIP

[64] Section 19(1)(c)(iii) is a similar harms-based provision. To determine if this exemption applies, we employ the following test:²⁸

1. Are there contractual or other negotiations occurring involving a third party?
2. Could release of the record reasonably be expected to interfere with the contractual or other negotiations of a third party?

²⁸ *Supra*, footnote 15 at paragraph [53].

1. Are there contractual or other negotiations occurring involving a third party?

[65] Each of the third parties provided similar arguments to the effect that disclosure of the withheld information would reasonably interfere with contractual or other negotiations. It was submitted that if competitors knew specific fees, hourly rates and contract details, prospective clients and competitors would gain insight into factors such as their negotiating positions.

[66] The SHRC was in full agreement with the third parties:

67. Disclosure of the Withheld Portions could reasonably be expected to interfere with each consultant's contractual and other negotiations.

68. If the specific fees, hourly rates, and details contained in the Withheld Portions were made publicly available, prospective clients and competitors would gain detailed insight into each consultant's negotiating position, pricing thresholds, and service delivery terms. This would significantly undermine each consultant's ability to negotiate effectively, as it would enable counterparties to leverage that information to demand concessions, circumvent standard terms or otherwise gain an unfair advantage in the negotiation process.

[67] For the purposes of this exemption, a “negotiation” is a consensual bargaining process where the parties attempt to reach agreement on a disputed or potentially disputed matter. It also involves dealings that are conducted between two parties to reach an understanding. The SHRC and the third parties speak of prospective future negotiations without citing any foreseeable negotiations that might arise. A vague possibility of future negotiations is not sufficient. There must be a fact-based expectation of future negotiations.²⁹

[68] This argument has become unfortunately repetitive. The allegation that possible future negotiations will be obstructed by future entities because of this disclosure must be rooted in something other than mere speculation:³⁰

²⁹ *Ibid*, at paragraph [55].

³⁰ [*Clowater v. Canada \(Industry\)*](#), 2024 FC 916 at paragraph [85].

[85] ...The obstruction or interference with contractual or other negotiations of a third party must be probable and not merely speculative. Evidence of heightened competition or increased competitive pressure is insufficient. Hypothetical risk to future business opportunities also does not suffice. There must be evidence of the effect of disclosure on actual, specific or ongoing contractual negotiations...

[69] None of the third parties or the SHRC have provided evidence of the effect of disclosure on actual, specific or ongoing contractual negotiations. Section 19(1)(c)(iii) of *FOIP* also does not apply to the information described at paragraph [48] of this Report.

[70] As there were no other exemptions applied to the information detailed at paragraph [48] that we need to review, the information should be released to the Applicant within 30 days of this Report being issued.

6. The application of sections 19(1)(a) of *FOIP*

[71] We need only review section 19(1)(a) of *FOIP* on page 55, which is the cover page for a report prepared by one of the third parties. Earlier, we found that section 17(1)(a) of *FOIP* applied to the remainder of the report on pages 56 to 64.

[72] Section 19(1)(a) of *FOIP* says:

Third party information

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

(a) trade secrets of a third party;

[73] OIPC has defined “trade secret” as information including a plan or process, tool, mechanism or compound, which possesses each of the following four characteristics:³¹

- i. The information must be a secret in an absolute or relative sense (is known by one or a relatively small number of people).

³¹ OIPC [Review Report 141-2025](#) at paragraph [19].

- ii. The possessor of the information must demonstrate that they have acted with the intention to treat the information as secret.
- iii. The information must be capable of industrial or commercial application; and
- iv. The possessor must have an interest, such as an economic one, worthy of legal protection.

[74] The type of information that could potentially qualify as a trade secret includes the chemical composition of a product and the manufacturing processes used. However, it is not every process or test that may fall into this class particularly where such process or test is common in a particular industry.³²

[75] Broadly, the third party described the trade secrets being involved to include “research methodology and specific assessment and analysis models and techniques.”

[76] The SHRC made similar arguments, adding that the third party has “significant economic interest in ensuring the information within the Report remains legally protected and used solely for its intended use by the SHRC.”

[77] We cannot conclude that disclosure of page 55 would reveal trade secrets of a third party. Page 55 is a title page that summarizes the content within. It does not possess any of the four characteristics outlined above, and so does not qualify as trade secret information. Section 19(1)(a) of *FOIP* was not properly applied to page 55, and it should be released to the Applicant within 30 days of this Report being issued.

IV FINDINGS

[78] OIPC has jurisdiction and is undertaking this review pursuant to PART VII of *FOIP*.

³² [*AstraZeneca Canada Inc. v. Canada \(Minister of Health\)*](#), 2005 FC 189 at paragraph [65]; appeal dismissed [*AstraZeneca Canada Inc. v. Health Canada*](#), 2006 FCA 241 (June 27, 2006).

- [79] The SHRC properly applied section 17(1)(a) of *FOIP* to pages 56 to 64 in full, but not to page 55.
- [80] The SHRC properly applied section 29(1) of *FOIP* to the information on pages 5, 8 to 13, 16 to 22, 29, 31 and 32, as outlined in paragraph [14] of this Report.
- [81] The SHRC has not properly applied section 19(1)(a) of *FOIP* to the entirety of page 55.
- [82] The SHRC has not properly applied section 19(1)(b) of *FOIP* to the information on pages 49 to 53, as outlined at paragraph [35] of this Report.
- [83] The SHRC has not properly applied section 19(1)(c)(i), (ii) and (iii) of *FOIP* to the information on pages 2,3,8 to 13, 16 to 22 and 49 to 53, as outlined at paragraph [48] of this Report.

V RECOMMENDATIONS

- [84] I recommend that the SHRC continue to withhold pages 56 to 64 in full under section 17(1)(a) of *FOIP*.
- [85] I recommend that the SHRC continue to withhold the portions of pages 5, 8 to 13, 16 to 22, 29, 31 and 32 under section 29(1) of *FOIP*.
- [86] I recommend that the SHRC release page 55 in full to the Applicant within 30 days of this Report being issued.
- [87] I recommend that the SHRC release the pages outlined at paragraph [35] of this Report to the Applicant within 30 days of this Report being issued.
- [88] I recommend that the SHRC release the pages outlined at paragraph [48] of this Report to the Applicant within 30 days of this Report being issued.

Dated at Regina, in the Province of Saskatchewan, this 30th day of September, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner