Office of the
Saskatchewan Information
and Privacy Commissioner

REVIEW REPORT 310-2025

Saskatchewan Human Rights Commission

July 27, 2026

Summary:

The Applicant asked for records from the Saskatchewan Human Rights Commission (SHRC). The SHRC withheld the records in part under sections 19(1)(b) (financial and commercial information that is supplied in confidence to a government institution by a third party), 19(1)(c)(i) (result in financial loss or gain to a third party), 19(1)(c)(ii) (prejudice the competitive position of a third party), 19(1)(c)(iii) (interfere with the contractual or other negotiations of a third party) and 29(1) (disclosure of third party personal information) of *The Freedom of Information and Protection of Privacy Act* (*FOIP*). The Applicant asked the Office of the Saskatchewan Information and Privacy Commissioner to review the SHRC's decision.

The Commissioner found:

(1) The SHRC properly applied section 29(1) of *FOIP* to the third party's actual name (as revealed by the email address), email address, address and phone number on page 1 the record; and

(2) The SHRC has not properly applied sections 19(1)(b), (c)(i), (ii) and (iii) of *FOIP* to pages 1 to 4 of the record.

The Commissioner recommended:

(1) The SHRC continue to withhold the third party's actual name (as revealed by the email address), email address, address and phone number on page 1 of the record under section 29(1) of *FOIP*; and

(2) The SHRC release the information it withheld under sections 19(1)(b), (c)(i), (ii) and (iii) of *FOIP* on pages 1 to 4 of the record to the Applicant within 30 days of the issuance of this Report.

I BACKGROUND

[1] On August 26, 2025, the Applicant made an access to information request to the Saskatchewan Human Rights Commission (SHRC):

> Please provide all records relating to any quotations, invoices, or payments over the amount of $25,000.00, for the purchase of goods or services in which the product or service was not obtained through a public tender, including all communications related to same. 2024-present.

[2] The SHRC advised the Applicant in writing on October 24, 2025, that it was withholding parts of the record under sections 19(1)(b), (c) and 29(1) of *The Freedom of Information and Protection of Privacy Act* (*FOIP*).[1]

[3] On November 20, 2025, the Applicant asked the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) to review the SHRC decision.

[4] OIPC sent notice of a review to the Applicant, the SHRC, and to the third party, MJRC Consulting Services (MJRC), on March 19, 2026.

[5] The SHRC provided its index of records (index) and the record to OIPC on April 20, 2026. The SHRC refused to provide permission to share the index with the Applicant.

[6] The third party provided its submission to OIPC on May 26, 2026.

[7] The SHRC provided its submission to OIPC on May 28, 2026. It gave no permission to share its submission with the Applicant.

[8] The Applicant did not provide a submission.

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

II RECORD AT ISSUE

[9] The record consists of four pages released in part, which we describe as follows:

Page(s)	Description	Exemptions Applied
1	Invoice	19(1)(c) and 29(1) of *FOIP*
2 to 4	Consulting hours and expense summaries (descriptive list of services performed)	19(1)(b) and (c) of *FOIP*

III DISCUSSION OF THE ISSUES

1. Jurisdiction

[10] The SHRC qualifies as a "government institution" pursuant to section 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]

[11] MJRC 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.

[12] There are reviewable grounds cited in the notices provided to both parties. Therefore, OIPC has jurisdiction and is conducting this review under PART VII of *FOIP*.

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

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

[13] Section 29(1) of *FOIP* was applied by the SHRC to the first page of the record, which is simply described as an "Invoice". The withheld information included an individual's name, address, personal email and phone number – all of which was featured on the invoice and all of which was connected to the corporate entity MJRC. 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.

[14] 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]

[15] The SHRC omitted reference to the exact subclauses of section 24(1) of *FOIP* applicable to this phase of the analysis, but confirmed that the withheld information involves the third party's actual name, address, personal email address and personal phone number. Normally, these data elements engage sections 24(1)(e) and (k)(i) of *FOIP*, which state:

> **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:
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> ...
> (e) the home or business address, home or business telephone number or fingerprints of the individual;
>
> …
> (k) the name of the individual where:

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

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

[16] Prior to a disclosure of this type of personal information, section 29(1) of *FOIP* requires consent of the individual. No consent was provided in this matter.

[17] Section 29(2)(p) of *FOIP* creates 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:
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> …
> (p) if the information is publicly available, including information that is prescribed as publicly available;[5]

[18] Publicly available information is information that is "available or accessible by the citizenry at large."[6] If someone's information, such as their name or contact information, is not publicly available, then it cannot be disclosed without their consent.

[19] In this case, the name of the third-party corporate entity, MJRC, was released to the Applicant. However, our research failed to find a live website or any public information connected to "MJCR Consulting Services". If contact information including address, email address and phone number is not publicly available, then it may qualify as personal information under sections 24(1)(e) and (k)(i) of *FOIP*,[7] as in this instance. The third party's personal information is therefore involved and is protected by section 29(1) of *FOIP*.

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

[5] Section 3(1)(a) states that *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].

[7] OIPC Review Report 076-2025 at paragraph [47] to [50].

[20] The SHRC properly applied section 29(1) of *FOIP* to the third party's actual name (as revealed by the email address), email address, address and phone number on page 1 and should continue to withhold it under this exemption.

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

[21] The SHRC described the record as follows:

> The Records consist of two categories: (1) an invoice from MJRC to the SHRC dated March 6, 2025 [Invoice]; and (2) a Consulting Hours and Expenses Summary from MJRC covering the period from 2024 to 2025 for work performed for the SHRC. [Consulting Hours/Expense Summary]

[22] Section 19 of *FOIP* is a mandatory, class-based and harm-based provision. As a mandatory exemption, a government institution has little discretion regarding whether to apply the exemption. If the information is covered by the exemption and the conditions for the exercise of discretion do not exist, the information must not be disclosed. This section is intended to protect the business interests of third parties.

[23] The exemption in section 19(1)(b) of *FOIP* was applied by the SHRC to pages 2 to 4. Section 19(1)(b) of *FOIP* states:

> **Third party information**
> **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;

[24] To determine if this exemption applies, we invoke a three-part analysis:[8]

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

[8] OIPC Review Report 148-2024 at paragraph [93].

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

3. Was the information supplied in confidence implicitly or explicitly?

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

[25] Both the SHRC and MJRC claimed the withheld portions contained financial and commercial information. A portion on page 1 that was released to the Applicant revealed that the billing was for "Hours worked in excess of retainer". What was withheld on pages 2 to 4 of the record was the line-item description of the type of service provided, the number of hours claimed and the rate charged. Since the total fee for each line item was released to the Applicant, knowledge of the time spent providing a particular service could allow for a calculation of the cost charged per hour for each service provided.

[26] "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.[9] Information relating to the buying and selling of services including the terms and conditions is commercial information.[10]

[27] Since the withheld information consists of a description of line-item services the third party provided to the SHRC and the rate charged for each service, the invoices include information related to the selling of services and information on pricing. There is both commercial and financial information present in the record in issue.

[9] Office of the Ontario Information and Privacy Commissioner (ON OIPC) Order MO-4316, (January 10, 2023) at paragraphs [20] and [21].

[10] OIPC Review Report 274-2019 at paragraphs [24] and [25] defines "commercial information" as information relating to the buying, selling or exchange of merchandise or services. This can include third party associations, past history, references and insurance policies and pricing structures, market research, business plans, and customer records.

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

[28] "Supplied" in the context of this provision would mean provided or furnished.[11]

[29] Both MJRC and the SHRC submitted that the withheld information was supplied by MJRC to the SHRC. The SHRC submissions relied on the doctrine of immutability for its argument that the price quotations were not the results of negotiation:

> 25. 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:
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> > (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.
>
> 26. Here, the hourly rates and unit prices for the services were developed independently by MJRC, and reflect MJRC's own internal assessments of value of its services, cost structures and competitive positioning. This type of 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 or invoice.

[30] The concept of immutability within an agreement/contract was first addressed by the Alberta Court of Appeal in 2014 when the appeals 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*[12] 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

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[11] OIPC Review Report 141-2025 at paragraph [35].

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

of the Commissioner's decision. The Chambers judge quashed the application for judicial review and the Court of Appeal was called upon to determine the issue afresh. The issue of section 16(1)(a) of the Alberta legislation was one of the many issues decided and since this section 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 the negotiations that led up 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.[13]

[31] A copy of a contract between Alberta Health and Alberta Blue Cross was recently ordered disclosed by the Alberta Information and Privacy Commissioner in 2025 on the grounds that it did not fit the exemption in the same section 16 as noted directly above.[14] 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

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

[14] 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 paragraph [13].

> negotiated, rather than supplied by one party to another, even when the prices in the agreement are accepted from a proposal without change. …

[32] The SHRC submitted that the hourly rates and unit prices for the services rendered as portrayed in the Invoice, were developed independently by MJRC and reflected MJRC's own internal assessments of its own concept of value for services, cost structures and competitive positioning. The SHRC also referred to a "Professional Services Agreement" dated November 1, 2024 which is the original service contract between the SHRC and MJRC. This document does not support the SHRC's submission that the fees for service were immutable because of the term "*Reimbursement of Expenses"* on page 3 of the contract. This term clearly stipulates all expenses on the part of MJRC will be charged at rates established by the Government of Saskatchewan and subject to the approval of MJRC. This wording reflects the concept of negotiation.

[33] We cannot find that the withheld information was supplied by MJRC to SHRC. Section 19(1)(b) of *FOIP* does not apply to pages 2 to 4 of the responsive record.

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

[34] The SHRC and MJRC also claimed the exemption in sections 19(1)(c)(i), (ii) and (iii) of *FOIP* to the withheld information on all four pages of the record. These sections 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:
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> ...
> (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*

[35] Section 19(1)(c)(i) of *FOIP* is a harms-based exemption. To determine if it applies, this office employs a two-part test in the analysis:[15]

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?

[36] A "financial loss or gain" must be monetary, or have a monetary equivalent or value, such as loss of revenue or corporate reputation.[16]

[37] 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.[17]

[38] What is at issue are the same services and fees for those services as examined above. And, as noted above, the SHRC relied on the "Professional Services Agreement" as noted in paragraph [32] of this Report. The agreement outlines the services that MJRC will provide, the terms and the compensation, which is broken down into a retainer fee plus fees in excess of time. The withheld information on the invoice on page 1 includes the totals of what was remitted by MJRC to the SHRC for payment for the services that were detailed on pages 2 to 4.

[15] OIPC Review Report 331-2023 at paragraph [75].

[16] *Ibid,* at paragraph [76].

[17] *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.

[39] The SHRC described that the withheld portions contain hourly and retainer rates, hours worked including those in excess of the retainer, details of services provided, expenses and billing information submitted by the third party. The SHRC explained:

> 36. The Withheld Portions contain details of provided services and specific fees and hourly rates for the services. This information forms part of MJRC's proprietary service offering, and has commercial value in the marketplace. The financial loss includes loss of revenue and competitive advantage resulting from the disclosure of MJRC's proprietary pricing, fee structures, and hourly rates, which enables competitors to undercut MJRC's pricing, allows clients to leverage that information in future negotiations, and diminishes the commercial value of MJRC's service offerings in the marketplace.
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> 37. …If the detailed billing rates and cost structures of MJRC were disclosed, competitors would have access to MJRC's pricing structure and would be able to use this information to underbid MJRC in future engagements, resulting in direct financial loss through lost business opportunities.

[40] MJRC did not consent to release of the information on the grounds that the withheld information forms part of their "proprietary service offering" and that disclosure of the information would allow competitors to "replicate or undercut" their pricing and service terms. The effect would be that it would give competitors a competitive advantage.

[41] The Supreme Court of Canada has confirmed the standard of proof for harms-based tests related to third party information:[18]

> [54] …An institution must provide evidence "well beyond" or "considerably above" a mere possibility of harm in order to reach that middle ground: … This inquiry of course is contextual and how much evidence and the quality of evidence needed to meet this standard will ultimately depend on the nature of the issue and "inherent probabilities or improbabilities or the seriousness of the allegations or consequences"…

[42] 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

[18] *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, 2014 SCC 31 [2014] 1 SCR 674 at paragraph [54].

assertions based in speculative fears. The parties must demonstrate a clear and direct connection between the disclosure of the information and a future mere possibility of harm.

[43] The argument that disclosure of MJRC's fee structure *in this instance* could lead other parties to replicate and undercut MJRC in future negotiations ignores the fact that future negotiations with future parties will almost surely involve different basic considerations that will arise 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.[19] 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 speculation about how a competitor may use a dated invoice with respect to future negotiations.

[44] The threshold of an objective possibility of financial loss has not been met by the parties in this matter. Section 19(1)(c)(i) of *FOIP* does not apply to pages 1 to 4 of the responsive record.

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

[45] 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:[20]

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?

[46] The relevant definitions are:[21]

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[19] *Balmain v New Brunswick (Tourism, Heritage and Culture)*, 2018 NBQB 129 at paragraphs [15] to [16].

[20] *Supra,* footnote 11 at paragraph [57].

[21] *Ibid,* at paragraph [58].

- "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.

[47] The SHRC continued with essentially the same argument as above on behalf of MJRC:

> 46. The detailed consulting rates, hours allocations, and expense structures contained in the Withheld Portions would provide competitors with a significant competitive advantage by revealing MJRC's internal cost structures and pricing methodology. This information forms part of MJRC's proprietary service offering, which has commercial value in the marketplace. This information is not in the public domain and forms part of MJRC's competitive advantage when marketing its services to prospective clients. It would prejudice MJRC's competitive position if the Withheld Portions were disclosed and competitors could access MJRC's proprietary pricing structures and fee schedules, thereby gaining an unfair competitive advantage by undercutting MJRC's rates or leveraging that information to secure contracts.
>
> 47. Disclosure of the Withheld Portions could reasonably be expected to result in the competitive harms described above. The details of fees and rates associated with each service would provide competitors with insight into how MJRC structures and prices its services. Access to this information would allow competitors to strategically undercut MJRC's rates and position themselves more advantageously in future contract negotiations, thereby reducing MJRC's competitive advantage.
>
> 48. The SHRC acknowledges that the expectation of harm must be reasonable and that government institutions and third parties should not assume that harm is self-evident. In this case, the SHRC submits that disclosure of detailed consultant billing rates, hours breakdowns, and expense methodologies would provide direct benefit to competitors and would place MJRC at a competitive disadvantage in the consulting marketplace. This represents a reasonable expectation of harm, not mere speculation.

[48] MJRC's submissions echoed these concerns. MJRC submitted that disclosure would result in competitive harm by providing "competitors with insight into how I structure and price my services." MJRC also argued that disclosure would allow competitors to strategically undercut their rates and "position themselves more advantageously in future contract negotiations, thereby reducing my competitive advantage."

[49] There can be no argument that the disclosure of contract details might allow competitors to know the details of a contractors' financial arrangements with the government at a given point in time and this could lead to an undercutting of bids in the future. However, 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. [22]

> …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. <u>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.</u>
>
> [Emphasis added]

[50] The Office of the Information and Privacy Commissioner of the Northwest Territories (NWT OIPC) recently adopted this logic when considering a set of circumstances that are similar to the matter at hand: [23]

> [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. <u>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</u>

[22] 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].

[23] NWT OIPC Review Report on OIPC File 25-161-4 (December 17, 2025) at paragraphs [53] to [56].

> 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."
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> [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." 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]

[51] Disclosing the terms of MJRC's invoice to the SHRC may assist a competitor in some respects, but it doesn't prejudice MJRC for all future bids. We note that the "Professional Services Agreement" is close to two years old and now somewhat dated.

[52] We conclude that section 19(1)(c)(ii) of *FOIP* does not apply to pages 1 to 4.

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

[53] Section 19(1)(c)(iii) is a similar harms-based provision. To determine if this exemption applies, we employ the following test:[24]

1. Are there contractual or other negations 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?

[54] Both the SHRC and MJRC claimed that disclosure of the invoice details and consulting information could affect MJRC's ability to engage in contract negotiations with other "prospective clients." The argument at this point becomes somewhat repetitive.

[55] 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 is also dealings conducted between two parties to reach an understanding. Prospective of future negotiations could be included *if they are foreseeable*. A vague possibility of future negotiations is not sufficient. There must be a fact-based expectation of the future negotiations.[25]

[56] Once again, the allegation that future MJRC negotiations will be obstructed by future third parties because of the disclosure of the withheld information must be rooted in something other than mere speculation: [26]

> [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…

[24] OIPC Review Report 137-2024 at paragraph [134].

[25] OIPC Review Report 232-2023 at paragraph [63].

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

[57] Neither the SHRC nor MJRC have provided evidence of the effect of disclosure on actual, specific or ongoing contractual negotiations. Section 19(1)(c)(iii) of *FOIP* does not apply to pages 1 to 4 of the responsive record.

[58] The SHRC should release the information where it applied the exemptions pursuant to sections 19(1)(c)(i), (ii), and (iii) to the Applicant within 30 days of the issuance of this Report.

IV FINDINGS

[59] OIPC has jurisdiction and is conducting this review under PART VII of *FOIP*.

[60] The SHRC properly applied section 29(1) of *FOIP* to the third party's actual name (as revealed by the email address), email address, address and phone number on page 1 of the record.

[61] The SHRC has not properly applied sections 19(1)(b), (c)(i), (ii) and (iii) of *FOIP* to pages 1 to 4 of the record.

V RECOMMENDATIONS

[62] I recommend that the SHRC continue to withhold the third party's actual name (as revealed by the email address), email address, address and phone number on page 1 of the record under section 29(1) of *FOIP*.

[63] I recommend that the SHRC release to the Applicant within 30 days of the issuance of this Report the information it withheld under sections 19(1)(b)(c)(i), (ii) and (iii) of *FOIP* on pages 1 to 4.

Dated at Regina, in the Province of Saskatchewan, this 27th, day of July, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner