

**Department/Organisation: Environmental Protection Department
("EPD")**

Case concluded in: June 2018

EPD refused to provide a breakdown of the cost of an outsourced project

The Event

Mr X made a request to EPD under the Code for a breakdown ("the Breakdown") of the cost of a contract ("the Contract") that EPD had awarded to a company ("Company A").

According to EPD, its Notes to Tenderers stated that "it is the practice of (EPD) to publish the amount of the successful tender". The Contract states that the Department may use any information provided by Company A in accordance with the Contract, but such information shall not be divulged except for the purposes of the Contract or for some other specified purposes. EPD refused Mr X's request because the Breakdown was third party information entrusted to and received by EPD on a clear understanding of confidentiality. Mr X's request did not fall within any category of permissible use or disclosure as prescribed in the Notes to Tenderers or the Contract. Nor were there any circumstances in which the public interest in disclosure might outweigh any harm or prejudice that would result.

EPD had approached Company A for consent to disclose the Breakdown to Mr X, but Company A refused. Subsequently, Company A changed its position. EPD then let Mr X have the Breakdown.

Our Findings

We accepted that the Breakdown was third party information, and the Contract contained provisions governing their confidentiality. Hence, it was not unreasonable of EPD to seek Company A's consent for disclosure of such information.

Nevertheless, we doubted the need to keep such information confidential. In this day and age, the public expects a higher degree of transparency with regard to the operation of the Government than ever before. The fact that Company

A eventually consented to disclosure of information showed that such information was not so commercially sensitive after all.