

Notice of Decision and Reasons for Decision

Applicant:	'FG8'
Agency:	Central Highlands Region Water Corporation
Decision date:	29 June 2023
Exemptions considered:	Sections 33(1), 34(1)(b), 34(4)(a)(ii)
Citation:	'FG8' and Central Highlands Region Water Corporation (Freedom of Information) [2023] VICmr 70 (29 June 2023)

FREEDOM OF INFORMATION – contract – agreements – concluded contract – Agency not engaged in trade and commerce – disclosure would not be reasonably likely to expose an undertaking unreasonably to disadvantage – unreasonable disclosure of personal affairs information

All references to legislation in this document are to the *Freedom of Information Act 1982* (Vic) (**FOI Act**) unless otherwise stated.

Notice of Decision

I have conducted a review under section 49F of the Agency's decision to refuse access to a document requested by the Applicant under the FOI Act.

My decision on the Applicant's request differs from the Agency's decision.

I am not satisfied the document is exempt from release under sections 34(1)(b) or 34(4)(a)(ii). However, I am satisfied it contains information that is exempt from release under section 33(1).

As I am satisfied it is practicable to provide the Applicant with an edited copy of the document with exempt information deleted in accordance with section 25, access is granted in part.

The Schedule of Documents in **Annexure 1** sets out my decision.

My reasons for decision follow.

Sven Bluemmel
Information Commissioner

29 June 2023

Reasons for Decision

Background to review

1. The Applicant made a request to the Agency seeking access to a copy of the contract/s between the Agency and a third party business undertaking [for specified services].
2. The Agency located one document falling within the terms of the Applicant's request and refused access in full under sections 34(1)(b) and 34(4)(a)(ii) of the FOI Act.
3. The Agency's decision letter sets out the reasons for its decision.

Review application

4. The Applicant sought review by the Information Commissioner under section 49A(1) of the Agency's decision to refuse access.
5. I have examined a copy of the document subject to review.
6. The Applicant and the Agency were invited to make a written submission under section 49H(2) in relation to the review.
7. I have considered all communications and submissions received from the parties.
8. In undertaking my review, I have had regard to the object of the FOI Act, which is to create a general right of access to information in the possession of the Government or other public bodies, limited only by exceptions and exemptions necessary to protect essential public interests, privacy and business affairs.
9. I note Parliament's intention the FOI Act must be interpreted so as to further the object of the Act and any discretions conferred by the Act must be exercised, as far as possible, so as to facilitate and promote the disclosure of information in a timely manner and at the lowest reasonable cost.
10. In conducting a review under section 49F, section 49P requires that I make a new or 'fresh decision'. Therefore, my review does not involve determining whether the Agency's decision is correct, but rather requires my fresh decision to be the 'correct or preferable decision'.¹ This involves ensuring my decision is correctly made under the FOI Act and any other applicable law in force at the time of my decision.

Review of exemptions

Section 34(1)(b) – Business, commercial or financial information of an undertaking

11. Section 34(1)(b) provides a document is an exempt document if its disclosure under the FOI Act would disclose information acquired by an agency (or a Minister) from a business, commercial or financial undertaking and:

¹ *Drake v Minister for Immigration and Ethnic Affairs* (1979) 24 ALR 577 at [591].

- (a) the information relates to other matters of a business, commercial or financial nature; and
- (b) the disclosure of the information would be likely to expose the undertaking unreasonably to disadvantage.

Was the information acquired from a business, commercial or financial undertaking?

12. In *Thwaites v Department of Human Services*,² the Victorian Civil and Administrative Tribunal (**VCAT**) observed the phrase 'information acquired' in section 34(1) signifies the need for some positive handing over of information in some precise form.
13. The document subject to review is a signed contractual agreement between the Agency and a third party undertaking for [specified services].
14. Whether a contractual agreement constitutes 'information acquired' by an agency for the purposes of section 34(1) is not settled.
15. In *Thwaites v Metropolitan Ambulance Service*,³ the former Administrative Appeals Tribunal of Victoria (**Tribunal**) held:

[The contracts between Metropolitan Ambulance Service and the successful tenderers] do not so much consist of information acquired by the agency from a business, commercial or financial undertaking but rather constitute the record of the transaction between the parties. Such documents, recording the agreement as to the arrangements between the parties, are, in effect, the contractual outcome of negotiations. However, at the same time, they contain information of a business, commercial or financial nature.

16. In contrast, VCAT has also concluded a contract of itself, does not disqualify it from exemption under section 34(1) as a term of a concluded contract may include information of a business nature.⁴ As observed in *Stewart v Department of Tourism, Sport and Commonwealth Games*:⁵

There have been a number of decisions in relation to [whether a concluded contract cannot have within it information acquired within the meaning of 34(1)(b)]. It certainly could not be said that there has been unanimity concerning it. However, I prefer the approach taken by Deputy President Macnamara in *Holbrook and Another and Department of Natural Resources and Environment and Another* (1997) 13 VAR 1 and by His Honour Judge Fagan in *re Hulls and Department of Treasury and Finance* (1998) 13 VAR 381. I agree that the fact that a document is a concluded contract does not disqualify it from exemption under s.34(1). I agree that a term of a concluded contract may indeed be information of a business nature and that to rule that a concluded contract cannot fall within s.34(1) "would be to read down the subsection considerably", as stated in Hulls, referred to above. In summary, I prefer the reasoning adopted in cases such as Holbrook and Hulls to that used in cases which have come to a contrary conclusion. I am of the opinion that both principal documents contain such information. The information has been acquired. In relation to the principal documents, I am of the opinion that the fact that each is a concluded contract does not of itself preclude reliance upon s.34(1). I am of the opinion that there has been information acquired within the meaning of the section.

² (1999) 15 VAR 1 at 13.

³ (1996) 9 VAR 427 at 473.

⁴ *Hulls v Department of Treasury and Finance* (1998) 13 VAR 381 as cited in *Stewart v Department of Tourism, Sport and the Commonwealth Games* [2003] VCAT 45 at [20].

⁵ [2003] VCAT 45 at [20].

17. Having considered the above issues, I consider that each case needs to be examined on its merits.
18. While I acknowledge the document represents the outcome of concluded negotiations between the State and the business undertaking, for the purposes of this review, I accept it contains information acquired from the business undertaking within the terms of the agreement.
19. Accordingly, I am satisfied this limb of the exemption is met.

Does the information relate to matters of a business, commercial or financial nature?

20. VCAT has also recognised the words ‘business, commercial or financial nature’ have their ordinary meaning.⁶
21. I am satisfied the document relates to matters of a business nature.

Would disclosure of the information be likely to expose the undertaking unreasonably to disadvantage?

22. Section 34(2) provides that in deciding whether disclosure of information would expose an undertaking unreasonably to disadvantage, for the purposes of paragraph (b) of subsection (1), an agency or Minister may take account of any of the following considerations—
 - (a) whether the information is generally available to competitors of the undertaking;
 - (b) whether the information would be exempt matter if it were generated by an agency or a Minister;
 - (c) whether the information could be disclosed without causing substantial harm to the competitive position of the undertaking; and
 - (d) whether there are any considerations in the public interest in favour of disclosure which outweigh considerations of competitive disadvantage to the undertaking, for instance, the public interest in evaluating aspects of government regulation of corporate practices or environmental controls—

and of any other consideration or considerations which in the opinion of the agency or Minister is or are relevant.
23. I have also had regard to the decision in *Dalla Riva v Department of Treasury and Finance*,⁷ in which VCAT held documents are exempt under section 34(1)(b) if disclosure of the document would:
 - (a) give competitors of the business undertaking a financial advantage;
 - (b) enable competitors of the business undertaking to engage in destructive competition with the business undertaking; and

⁶ *Gibson v Latrobe City Council* [2008] VCAT 1340 at [25].

⁷ [2007] VCAT 1301 at [33].

- (c) would lead to the drawing of unwarranted conclusions as to a business undertaking's financial affairs and position with detrimental commercial and market consequences.
24. I consider the phrase 'expose the undertaking unreasonably to disadvantage' in section 34(1)(b) contemplates disclosure of documents under the FOI Act may expose a business undertaking to a certain measure of disadvantage. By the introduction of the word 'unreasonably' in section 34(1)(b), I consider Parliament determined this exemption applies where an undertaking would be exposed 'unreasonably' to disadvantage only, rather than where disclosure would result in any measure of exposure to disadvantage.
25. Accordingly, section 34(1)(b) contemplates a business undertaking may be exposed to a certain level of disadvantage. The question is whether any such disclosure would expose the undertaking unreasonably to disadvantage.
26. In determining whether disclosure of commercially sensitive information in a document would expose an undertaking unreasonably to disadvantage, if practicable, an agency must notify an undertaking and seek its views on disclosure.⁸
27. The Agency consulted with the undertaking with respect to its views on disclosure of the document and provided OVIC with copies of the undertaking's responses.
28. The undertaking submits the document was a product of a competitive tendering process and release of the document would undermine confidentiality. It also submits it operates in a competitive environment, such that disclosure of the document would reveal valuable commercial information which could be used by competitors to the undertaking's disadvantage.
29. Information was also provided to OVIC concerning a dispute between the Applicant and the undertaking.
30. I accept the release of the document may cause a certain measure of disadvantage, for example, by disclosing the price schedule for services under the contract noting the contract is for a fixed period. However, there is insufficient information before me to be satisfied any such disadvantage to which the business undertaking may be exposed would be unreasonable for the following reasons:
- (a) A key purpose of access to information under the FOI Act is to ensure dealings between government agencies and business undertakings are better able to be scrutinised. There is a public interest in favour of disclosure of the information sought to provide transparency and accountability around government procurement and tendering processes in the expenditure of public funds.
- (b) Where commercial entities engage with government, and where public funds are utilised, it is not unreasonable for an undertaking to expect greater transparency than a commercial entity would experience when dealing with other commercial entities and that information provided by a company to a government agency may be released under the FOI Act or other means.⁹

⁸ Section 34(3).

⁹ *Thwaites v Metropolitan Ambulance Services* (1996) 9 VAR 427 at [477].

- (c) In this instance, I do not accept disclosure would allow competitors to draw unwarranted inferences on the business undertaking's current and future projects. The commercial pricing that would be disclosed reflects pricing at a particular point in time and such prices are likely to change regularly in a competitive market for products or services. Further, it is normal for businesses to charge different rates depending on the nature of the customer and the nature and scope of the works.
- (d) While I understand there may be a dispute between the undertaking and the Applicant, I am not satisfied this in itself, is sufficient to conclude that the undertaking would be reasonably likely to be exposed unreasonably to disadvantage in a financial or business sense.

31. Accordingly, I am not satisfied information in the document is exempt from release under section 34(1)(b).

32. My decision on section 34(1)(b) is set out in the Schedule of Documents in **Annexure 1**.

Section 34(4)(a)(ii) – Information that would expose the Agency unreasonably to disadvantage

33. Section 34(4)(a)(ii) provides a document is an exempt document if it contains, 'in the case of an agency engaged in trade or commerce, information of a business, commercial or financial nature that would if disclosed under this Act be likely to expose the agency unreasonably to disadvantage'. A document is exempt under section 34(4)(a)(ii) if:

- (a) the agency is engaged in trade or commerce;
- (b) the document contains information of a business, commercial or financial nature; and
- (c) disclosure of which would be likely to expose the agency unreasonably to disadvantage.

Is the Agency engaged in trade and commerce?

34. Whether an agency is engaged in trade or commerce depends on the facts and circumstances of each case.¹⁰

35. VCAT has held 'the terms 'trade' and 'commerce' are not words of art; rather they are expressions of fact and terms of common knowledge'.¹¹ VCAT has adopted the view of the Federal Court of Australia that these terms are 'of the widest import'.¹²

36. An agency may be regarded as being engaged in trade or commerce, even if the amount of trade or commerce engaged in is insignificant and incidental to the agency's other functions.¹³

37. Further, an agency may be engaged in trade or commerce, even if profit is not one of its express statutory objectives.¹⁴

¹⁰ *Stewart v Department of Tourism, Sport and the Commonwealth Games* [2003] VCAT 45 at [41].

¹¹ *Gibson v La Trobe Cirt Council (General)* [2008] VCAT 1340 at [33], citing *Re Ku-Ring-Gai Co-operative Building Society (No 12) Ltd* [1978] FCA 50; (1978) 36 FLR 134 per Deane J, with whom Brennan J agreed.

¹² *Ibid* at [34].

¹³ *Fyfe v Department of Primary Industries* [2010] VCAT 240 at [23].

¹⁴ *Thwaites v Metropolitan Ambulance Services* (1996) 9 VAR 427 at 473.

38. It has been held trade and commerce must 'of their nature, bear a trading or commercial character'.¹⁵
39. The fact an agency's predominant activities may be described as 'governmental' does not preclude it from relying on the exemption under section 34(4)(a)(ii).¹⁶
40. I take the view described in *Pallas v Roads Corporation*,¹⁷ that a government agency engaged in meeting its public functions it not engaged in trade or commerce, for example in relation to VicRoads:

In carrying out its road building functions the Corporation engages in Governmental activities rather than in trade or commerce...

Nor can it be said that VicRoads is engaged in trade or commerce in putting a road project out to tender or in awarding a contract which has been the subject of a tender process. No doubt the contracting process in a general sense is a manifestation of trade or commerce. The construction companies which might tender for and undertake the contract clearly are engaged in trade or commerce. That fact does not mean that the Corporation is. A consumer who purchases a consumer item from a department store is not, for that reason, engaged in trade or commerce, although the department store most certainly is and the sale transaction must be regarded as part of the processes of trade or commerce.

41. In my view, whether information is governmental or relates to agency trade and commerce depends on the specific document and the purpose of that engagement.
42. Where the Government enters into a contract on behalf of the State of Victoria with a private entity in exchange for the provision of services for the benefit of the public, it does not do so as an activity in the capacity of engaging in trade or commerce, but rather to fulfil its role to deliver governmental services and functions.
43. While there is a contractual relationship between the Agency and the business undertaking, it did not enter into this agreement for financial profit. Rather, I consider the Agency had a need for [a service] and contracted with the undertaking to provide this service.
44. For this reason, I do not consider the Agency is engaged in trade and commerce within the intended meaning under section 34(4)(a)(ii).
45. For completeness, I will consider the remaining limbs of section 34(4)(a)(ii).

Does the document contain information of a business, commercial or financial nature?

46. The phrase 'information of a business, commercial or financial nature' is not defined in the FOI Act. Therefore, the words 'business, commercial or financial nature' should be given their ordinary meaning.¹⁸

¹⁵ *Gibson v Latrobe City Council* [2008] VCAT 1340 at [35], citing *Concrete Constructions (NSW) Pty Ltd v Nelson* [1990] HCA 17; (1990) 169 CLR 594 at 604.

¹⁶ *Stewart v Department of Tourism, Sport and the Commonwealth Games* [2003] VCAT 45 at [41]; *Fyfe v Department of Primary Industries* [2010] VCAT 240 at [23].

¹⁷ *Pallas v Roads Corporation (Review and Regulation)* [2013] VCAT 1967 at [57]-[58].

¹⁸ *Gibson v Latrobe City Council (General)* [2008] VCAT 1340 at [25].

47. I accept the document contains information of a business nature.

Would disclosure be likely to expose the Agency unreasonably to disadvantage?

48. Whether disclosure is likely to expose an Agency *unreasonably* to disadvantage depends on the particular facts and circumstances of the matter, considering the consequences that likely to follow from disclosure of the information.
49. The provision contemplates that disclosure of a document under the FOI Act may expose the agency to a certain measure of disadvantage, and that any such exposure must be unreasonable.
50. With respect to the document, even if I were to accept the Agency is engaged in trade or commerce, I do not consider it has demonstrated disclosure of the document would expose it unreasonably to disadvantage. The document represents its concluded negotiations with the business undertaking and does not reveal the process of negotiations between the State and the business undertaking.
51. I also consider, in general terms, any contract depends on a number of factors including the subject of the contract, the bargaining power of the contracting parties and the existence of competitive pressures to obtain the benefit of the contract. I consider government agencies have considerable bargaining strength in the provision of services. In this case, I am not satisfied there is sufficient evidence before me to support the view that disclosure would impact the ability of the Agency to attract future offers from private sector companies, or from continuing to enter into future negotiations in good faith, because the terms in which it did business in this instance would become publicly known. Ultimately, businesses will be prepared to do business with government agencies where they consider it is in their commercial interests to do so.
52. Accordingly, I am not satisfied disclosure would be likely to expose the Agency unreasonably to disadvantage and the document is, therefore, not exempt from release under section 34(4)(a)(ii).

Section 33(1) – Documents affecting personal privacy of third parties

53. A document is exempt under section 33(1) if two conditions are satisfied:
- (a) disclosure of the document under the FOI Act would ‘involve’ the disclosure of information relating to the ‘personal affairs’ of a person other than the Applicant (a **third party**);¹⁹ and
 - (b) such disclosure would be ‘unreasonable’.
54. As I am satisfied the document is not exempt from release under sections 34(1)(b) and 34(4)(a)(ii), I have considered the application of section 33(1).

Does the document contain personal affairs information of individuals other than the Applicant?

¹⁹ Sections 33(1) and 33(2).

55. Information relating to a person's 'personal affairs' includes information that identifies any person or discloses their address or location. It also includes any information from which this may be reasonably determined.²⁰
56. A document will disclose a third party's personal affairs information if it is capable, either directly or indirectly, of identifying that person.²¹ As the nature of disclosure under the FOI Act is unrestricted and unconditional, this is to be interpreted by reference to the capacity of any member of the public to identify a third party.
57. The document contains personal affairs information of third parties, including names, signatures, email addresses, telephone and mobile numbers, and position titles.

Would disclosure of the personal affairs information be unreasonable?

58. The concept of 'unreasonable disclosure' involves balancing the public interest in the disclosure of official information with the personal interest in privacy in the particular circumstances of a matter.
59. In *Victoria Police v Marke*,²² the Victorian Court of Appeal held there is 'no absolute bar to providing access to documents which relate to the personal affairs of others'. Further, the exemption under section 33(1) 'arises only in cases of unreasonable disclosure' and '[w]hat amounts to an unreasonable disclosure of someone's personal affairs will necessarily vary from case to case'.²³ The Court further held, '[t]he protection of privacy, which lies at the heart of [section] 33(1), is an important right that the FOI Act properly protects. However, an individual's privacy can be invaded by a lesser or greater degree'.²⁴
60. In determining whether disclosure of the personal affairs information would be unreasonable in the circumstances, I have considered the following factors:
 - (a) The nature of the personal affairs information: The personal affairs information is not sensitive, as it records the representatives of both parties to the contract and third parties who executed the agreement.
 - (b) The circumstances in which the information was obtained: The personal affairs information was provided for the purpose of executing the agreement and to appoint specific persons to represent each party in relation to the agreement.
 - (c) The Applicant's interest in the information and whether their purpose for seeking the information is likely to be achieved: The FOI Act provides a general right of access that can be exercised by any person, regardless of their motive or purpose for seeking access to a document. However, the reasons why an applicant seeks access to a document is a relevant consideration in determining whether disclosure would be unreasonable under section 33(1).²⁵ The Applicant has a personal interest in accessing the document. In [their] FOI request, the Applicant explains that the undertaking is operating a business

²⁰ Section 33(9).

²¹ *O'Sullivan v Department of Health and Community Services (No 2)* [1995] 9 VAR 1 at [14]; *Beauchamp v Department of Education* [2006] VCAT 1653 at [42].

²² [2008] VSCA 218 at [76].

²³ *Ibid.*

²⁴ *Ibid* at [79].

²⁵ *Victoria Police v Marke* [2008] VSCA 218 at [104].

on land [close to their] property and that [they are] concerned those operations are in breach of a planning scheme.

- (d) Whether any public interest would be promoted by release of the personal affairs information: The Applicant's interest in obtaining access, as described above, is of a private nature and disclosure would not serve a public interest.
 - (e) The likelihood of the personal affairs information in the document being further disseminated, if disclosed, and the effects broader disclosure of this information would have on the privacy of the relevant third parties: I consider the Applicant may intend to distribute the document, if released, having considered their stated reasons for seeking access to the document.
 - (f) Whether the individuals to whom the information relates object, or would be likely to object, to the release of the information: I consider it is reasonably likely that certain third parties would not consent to disclosure of their personal affairs information.
 - (g) Whether disclosure of the information would or would be reasonably likely to endanger the life or physical safety of any person:²⁶ While I note there may be a dispute between the Applicant and third parties, I do not accept disclosure of personal affairs information would or would be reasonably likely to endanger the life or physical safety of any person.
61. On balance of the above factors, I consider it would be unreasonable to disclose the personal affairs information of third parties.
62. As such, the personal affairs information is exempt from release under section 33(1).
63. My decision on section 33(1) is set out in the Schedule of Documents in **Annexure 1**.

Section 25 – Deletion of exempt or irrelevant information

64. Section 25 requires an agency to grant access to an edited copy of a document where it is practicable to delete exempt or irrelevant information and the applicant agrees to receiving such a copy.
65. Determining what is 'practicable' requires consideration of the effort and editing involved in making the deletions 'from a resources point of view'²⁷ and the effectiveness of the deletions. Where deletions would render a document meaningless, they are not 'practicable' and release of the document is not required under section 25.²⁸
66. I have considered the effect of deleting exempt information from the document. In my view, it is practicable for the Agency to delete the exempt information, because it would not require substantial time and effort, and the edited document would retain meaning.

²⁶ Section 33(2A).

²⁷ *Mickelborough v Victoria Police (General)* [2009] VCAT 2786 at [31]; *The Herald and Weekly Times Pty Limited v The Office of the Premier (General)* [2012] VCAT 967 at [82].

²⁸ *Honeywood v Department of Human Services* [2006] VCAT 2048 at [26]; *RFJ v Victoria Police FOI Division (Review and Regulation)* [2013] VCAT 1267 at [140], [155].

Conclusion

67. On the information before me, I am not satisfied the document is exempt from release under sections 34(1)(b) or 34(4)(a)(ii). However, I am satisfied it contains information that is exempt from release under section 33(1).
68. As I am satisfied it is practicable to provide the Applicant with an edited copy of the document with exempt information deleted in accordance with section 25, access is granted in part.

Review rights

69. If either party to this review is not satisfied with my decision, they are entitled to apply to VCAT for it to be reviewed.²⁹
70. The Applicant may apply to VCAT for a review up to 60 days from the date they are given this Notice of Decision.³⁰
71. The Agency may apply to VCAT for a review up to 14 days from the date it is given this Notice of Decision.³¹
72. Information about how to apply to VCAT is available online at www.vcat.vic.gov.au. Alternatively, VCAT may be contacted by email at admin@vcat.vic.gov.au or by telephone on 1300 018 228.
73. The Agency is required to notify the Information Commissioner in writing as soon as practicable if either party applies to VCAT for a review of my decision.³²

Third party review rights

74. As I have determined to release documents that contain information of a business, financial, commercial nature relating to a business undertaking if practicable, I am required to notify those persons of their right to seek review by VCAT of my decision within 60 days from the date they are given notice.³³
75. I am satisfied it is practicable to notify the relevant third party of its review rights and confirm it will be notified of my decision either on the date of my decision or as soon as practical thereafter.

When this decision takes effect

76. My decision does not take effect until the third parties' 60 day review period expires. If a review application is made to VCAT, my decision will be subject to any VCAT determination.

²⁹ The Applicant in section 50(1)(b) and the Agency in section 50(3D).

³⁰ Section 52(5).

³¹ Section 52(9).

³² Sections 50(3F) and 50(3FA).

³³ Sections 49P(5), 50(3A), and 52(3).

Annexure 1 – Schedule of Documents

Document No.	Date of Document	Document Description	No. of pages	Agency Decision	OVIC Decision	OVIC Comments
1.	[Date]	Agreement	76	<p>Refused in full Sections 34(1)(b), 34(4)(a)(ii)</p>	<p>Release in part Sections 33(1), 25</p> <p>The document is to be released except for the following information which is exempt under section 33(1) and is to be deleted in accordance with section 25:</p> <ul style="list-style-type: none"> (a) the names, signatures and position titles of third parties on page 39; (b) the names, titles, telephone and mobile numbers and email addresses of third parties on page 40; and (c) the email addresses, and names of addressees on page 42. 	<p>Section 33(1): I am satisfied the document contains personal affairs information that is exempt from release under section 33(1) for the reasons provided in the Notice of Decision, above.</p> <p>For clarity, I do not consider the postal addresses on page 42 to be personal affairs information.</p> <p>Section 34(1)(b): I am not satisfied the document is exempt from release under section 34(1)(b) for the reasons provided in the Notice of Decision, above.</p> <p>Section 34(4)(a)(ii): I am not satisfied the document is exempt from release under section 34(4)(a)(ii) for the reasons provided in the Notice of Decision, above.</p> <p>Section 25: I am satisfied it is practicable to provide the Applicant with an edited copy of this document with exempt information deleted in accordance with section 25.</p>