

**FINANCIAL YEAR 2004-2005 SENATE ORDER ON DEPARTMENTAL AND AGENCY CONTRACTS LISTING RELATING TO THE PERIOD 1 JULY 2004 - 30 JUNE 2005.**

Pursuant to the Senate Order on departmental and agency contracts the following table sets out contracts entered into by the National Offshore Petroleum Safety Authority (NOPSA) which provide for a consideration to the value of \$100,000 or more and which (a) have not been fully performed as at 30 June 2005 or (b) which have been entered into during the 12 months prior to 30 June 2005.

Most of the contracts listed contain confidentiality provisions of a general nature that are designed to protect the confidential information of the parties that may be obtained or generated in carrying out the contract. The reasons for including such clauses include:

- ordinary commercial prudence that requires protection of trade secrets, proprietary information and the like; and/or
- protection of other Commonwealth material and personal information.

Contractor	Subject matter	Amount of consideration (incl GST)	Start Date	Anticipated End Date	Whether contract contains provisions requiring the parties to maintain confidentiality of any of its provisions (Y/N)	Whether there are any other requirements of confidentiality (Y/N)	Statement of reasons for the confidentiality
<b>NOPSA</b>							
Unisys Australia Pty Limited (ABN 31 105 642 902)	Provision of certain information and communications technology (ICT) infrastructure services (Services)	\$675,682.00	01-January-2005	01-January-2008	Yes	Yes	Personnel to sign 'Confidentiality Deed'
Linfa Pty Ltd (ACN 006 472 055)	Lease of premises at Level 2, 437 St. Kilda Road, Melbourne, Victoria [Certificate of Title Volume 10006 Folios 479 to 598 (inclusive)]	\$126,135.00	01-December-2004	01-December-2007	No	No	
St. Martins Centre Pty Ltd (ABN 56 008 709 126)	Lease of premises at Level 22, 44 St. Georges Terrace, Perth, Western Australia [Certificate of Title Volume	\$1,234,529.00	01-October-2004	31-December-2009	No	No	

Contractor	Subject matter	Amount of consideration (incl GST)	Start Date	Anticipated End Date	Whether contract contains provisions requiring the parties to maintain confidentiality of any of its provisions (Y/N)	Whether there are any other requirements of confidentiality (Y/N)	Statement of reasons for the confidentiality
NOPSA							

Estimated cost of complying with this Order:

Basis of method used to estimate the cost: Multiply the number of hours spent preparing the response by the salary and oncosts of the officers involved.

**CONFIDENTIALITY REASON CODES**

(i)	Disclosure would reveal trade secrets which are judged to have the potential to cause detriment to the contractor.
(ii)	Disclosure would reveal the contractor's internal costing information or information about its profit margin.
(iii)	Disclosure would be contrary to the public interest
(iv)	Disclosure would be contrary to statutory secrecy provisions.
(v)	Disclosure would be contrary to the Privacy Act 1988, and;

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NOPSA							
(vi)	Standard provisions of grant agreement and broad project details (amount, recipient, project description) are not confidential under the contract. The Commonwealth is required to take reasonable measures to protect confidentiality of information that is provided by the grantee and is marked confidential. These provisions protect commercially sensitive information of a party.						
(vii)	Standard provisions of funding agreement contract are not confidential. Other information will only be confidential under the contract if it is by its nature confidential or designated as such by the Commonwealth. Information that is confidential under the contract can be disclosed if required by law. These provisions protect commercially sensitive information of a party.						
(viii)	Grant Agreement does not impose confidentiality obligations in respect of the terms of the agreement or project details. Information obtained during audit or review of a project is not to be disclosed unless required by law. This provision protects commercially sensitive information of a party.						
(ix)	Contract contains Commercial-in-Confidence information.						
(x)	Other - details of contract are confidential but can be released for auditing, comply with the law and to Federal Parliament.						