



information
and privacy
commission
new south wales

IPC Contracts Register Procedures

Updated October 2019



Contents

Section 1 – Purpose and Scope.....	3
Section 2 – Definitions	3
Section 3 – Exclusions	3
Section 4 – Procedures.....	4
Section 5 – Maintaining and updating the Contracts register.....	4
IPC Contracts Register Form – GIPA Act.....	5
IPC Contracts Register Form	6
Document history.....	9

Section 1 – Purpose and Scope

1. Division 5 of Part 3 of the *Government Information (Public Access) Act 2009* (GIPA) requires the Information and Privacy Commission NSW (IPC) to maintain a publicly available register of information about certain contracts between the IPC and private sector entities.
2. This procedure sets out the process that will apply to all contracts entered into by the IPC to ensure its compliance with the contracts register requirements of the GIPA Act and applies to all staff of the IPC.

Section 2 – Definitions

3. 'Contractor' in relation to a government contract entered into by the IPC, means the person with whom the IPC has entered into the contract.
4. 'Government Contract' means any of the following contracts between an agency and a private sector entity:
 - a) a contract under which a party agrees to undertake a specific project (such as a construction, infrastructure or property development project),
 - b) a contract under which a party agrees to provide specific goods or services (such as information technology services), other than a contract of employment,
 - c) a contract under which a party agrees to transfer real property to another party to the contract,
 - d) a lease of real property.
5. 'Day' means working day – excluding Christmas closedown period.
6. 'Effective date' of a government contract means when it is entered into by or on behalf of the IPC or if the contract contains a provision to the effect that one or more conditions are to be met before the obligations of the parties under the contract are enforceable – when the conditions or conditions have been met (and not when the contract is entered into by the IPC).
7. 'Public Access Period' means whichever is the longer of the following periods:
 - a) 20 working days, see s 34(2)(a),
 - b) the period until the project to which the contract relates is complete, the goods and services concerned have been provided under the contract, the term of the lease has expired or the real property has been transferred.

Section 3 – Exclusions

8. This procedure does not apply to Employment Contracts.

Section 4 – Procedures

9. The staff member seeking support for proposed expenditure on a government contract, in accordance with their financial delegation is responsible for coordinating and obtaining necessary approval.
10. All submitted proposals for financial expenditure on a government contract must include a statement as to whether the total value of the project exceeds \$150,000 (including GST).
11. Where a proposal for expenditure on a government contract is approved and exceeds a total value of \$150,000 (including GST) it shall be referred to the Business Services and Improvement Officer.
12. The Business Services and Improvement Officer is responsible for completing the IPC Contracts Register Form. The Contracts Register Form is to be completed within 25 days of the contract becoming effective.
13. On completion of the Contracts Register Form the Business Services and Improvement Officer will provide the completed form to the Manager, Communications and Corporate Affairs.
14. On receipt of the completed Contract Register Form the Manager, Communications and Corporate Affairs will be responsible for publishing the Contract Register details to the IPC Website within 10 days of receipt of the completed form.
15. The Business Services and Improvement Officer will also provide a copy of the IPC's government contracts register to the NSW Government tenders website.

Section 5 – Maintaining and updating the Contracts register

16. In any circumstance where a material variation is made to a government contract that would affect the particulars that are required to be included in the IPC's contracts register, or a material variation is made to a contract copy which is required to be included in the register, the particulars or a copy of the variation, as is appropriate is to be included in the register.
17. The Business Services and Improvement Officer will provide any such variations to the Manager, Communications and Corporate Affairs within 20 working days of the variation becoming effective.
18. The Manager, Communications and Corporate Affairs will publish the variation to the IPC's Contracts Register within 10 working days of receipt of the variation.
19. The Business Services and Improvement Officer will also provide such variation for inclusion to the NSW Government tenders website.
20. The Business Services and Improvement Officer will on no less than a quarterly basis review the IPC's published contract register and remove any contracts which is no longer required to be made publicly available as open access information for the public access period. Following completion of the review the Business Services and Improvement Officer will inform the Manager, Communications and Corporate Affairs of amendments that need to be made to the Contracts Register.

IPC Contracts Register Form – GIPA Act

The completion of this form enables the Information and Privacy Commission's (IPC) compliance with its mandatory disclosure requirements under the *Government Information (Public Access) Act* (GIPA) Act to maintain a publicly available register of contracts valued at \$150,000 (including GST) or more with private entities.

Once the form has been completed, it will be published to the IPC's contract register located at: www.ipc.nsw.gov.au

When should this form be completed?

This form is to be completed each time the IPC enters into a contract valued at more than \$150,000 (including GST) with a private entity or varies a contract already entered with one or more private entities so that it is now worth more than \$150,000 (including GST).

This form may also need to be completed if a contract already on the IPC's register of contracts is varied in a material way.

When should this form be published?

This form must be published on our register within 45 working days of the contract becoming effective or variation to the contract.

Who should complete this form?

The IPC's contract register procedures require that this form is completed and any variations are completed by the Business Services and Improvement Officer of the IPC.

Completing the form

All fields are mandatory fields unless otherwise specified. Not all questions need to be completed for all contracts. In some circumstances the information required will only to Class 2 and/or Class 3 contracts.

Do I need to publish confidential information?

Confidential information may be withheld from the register in certain circumstances as is provided in section 32 of the GIPA Act. In these cases, whether it is appropriate to include the confidential information will be determined by using the public interest test set out in sections 12 to 15 of the GIPA Act. The application of the public interest test will be determined by the IPC's Right to Information Officer. Reasons must be included for any redactions to a contract that must be published.

IPC Contracts Register Form

1. Details of the parties to the contract:

DETAILS OF PARTIES TO THE CONTRACT	
a. Name:	
b. Business address:	
c. List any organisation (or person), related to the party, that will be either meeting any of the party's obligations under the contract or otherwise received benefit from the contract. (Include the name and address):	

2. Details of the contract:

DETAILS OF THE CONTRACT	
a. Commencement date:	
b. Effective date:	
c. Contract duration:	
d. Description of goods, services, project, lease or property transfer provided for in the contract:	
e. Contract value:	
ADDITIONAL CONTRACT DETAILS	
The details below are to be completed if applicable	
f. If the contract includes provisions under which the IPC is to pay for operational and/or maintenance services, provide a description of the provisions:	
g. If the contract contains a specific provision to vary the amount payable under the contract please provide a description of the provisions:	
h. If the contract contains a specific clause providing for the renegotiation of the contract please provide a description of the provisions:	
i. If this is a procurement contract, did the contract go to tender:	

j. If yes what was the tender method? (e.g. open tender):	
k. List the main criteria against which the tenders were assessed. (For a public tender include the tender reference number):	

Read the following information and assess in relation to your contract.

A class 2 contract is where:

- There is no public tender process; or
- There was a public tender process but the agreed contract terms are quite different to those made public or a draft contract was not published; or
- Obliges one or more parties to maintain or operate infrastructure for ten or more years (for example five years with an option for five year extension); or
- There is a significant transfer of IPC’s asset to a party in exchange for another asset; or
- It is a privately financed project as per the Treasury Guidelines.

A class 3 contract is a class 2 contract of greater than \$5 million in value.

THE FOLLOWING SECTION IS ONLY REQUIRED TO BE COMPLETED FOR CLASS 2 OR CLASS 3 CONTRACTS

CLASS 2 AND CLASS 3 CONTRACTS	
a. Please provide details of the transfer/s and the proposed date(s) if the contract involves one or more significant assets being transferred to the IPC at some time in the future for little or no cost to the IPC:	
b. Please provide details of the transfer/s and proposed date/s if the contract involves one or more significant assets being transferred to the contractor at some time in the future:	
c. Please provide details of the result, if you conducted a cost-benefit analysis of the contract:	
d. Please provide details of the components and quantum if you used a public sector comparator:	

CLASS 2 AND CLASS 3 CONTRACTS	
e. If applicable please provide details of the summary of any information used in the contractor's base case financial model:	
f. If the contract is to undertake a construction, infrastructure or property development project, please provide details of how risk is to be apportioned between the parties and quantified in net present-value terms during the construction and operational phases of the contract. Also include the major assumptions involved:	
g. Please provide details as to any significant guarantees or undertakings between the parties, including guarantees or undertakings with respect to current or future loan agreements:	
h. Please provide details of any key elements of the contract:	

For Class 3 contracts only:

For all Class 3 contracts, copies of the contracts must be published, subject to redaction of any information that may be withheld in accordance with section 32 of the GIPA Act.

Document information

Identifier/Title:	IPC Contract Register Procedures
Business Unit:	Business Services
Author:	Sonia Minutillo
Approver:	Elizabeth Tydd
Date of Effect:	7 September 2015
Next Review Date:	15 October 2020
EDRMS File Reference:	D19/362937/DJ
Key Words:	Contract, register, GIPA Act

Document history

Version	Date	Reason for Amendment
1.0	3 September 2015	Initial Draft
1.1	3 September 2015	Corrections/typos and amendments to contracts register form
1.2	7 September 2015	Final
1.3	15 October 2019	Updated