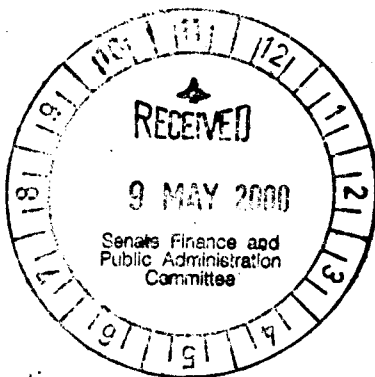


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Senate Finance and Public Administration
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***SUBMISSION ON "ACCOUNTABILITY TO THE SENATE IN RELATION TO
GOVERNMENT CONTRACTS"***

In relation to general business notice of motion 489 (Senator Murray), Agencies are required to report details of contracts arranged with a value of \$2,000 or more electronically in the "Gazette Publishing System" (GaPS). GaPS is available for public viewing on the Internet at www.contracts.gov.au.


Whilst it is acknowledged that GaPS does not currently specifically report on contracts which "have not been fully performed or which has been entered into during the previous 12 months", the proposals outlined in paragraphs 2(a) and 2(b) would appear to duplicate much of that existing reported data. It may be possible to report contract start and end dates in GaPS and this may provide a basis for the reporting suggested in paragraph 2(a). Alternatively, it should be possible to provide a link from Agency Homepages to GaPS if that is considered to be useful. If the reporting proposed in paragraph 2(a) is instituted outside of existing GaPS reporting mechanism, Agencies are likely to incur considerably increased costs and administrative effort.

In relation to paragraph 2(c), Centrelink's higher value or more complex contracts contain a high level definition/interpretation of what, for the purpose of the contract, "Confidential Information" means. However, we do not go to the extent of identifying which specific clauses or wording would be regarded as "Confidential". In Centrelink's experience, suppliers usually regard pricing as being confidential. To ask suppliers to nominate what clauses or information in contracts they regard as being confidential would impose considerable burden and cost on both Agencies and suppliers not to mention potentially complex and lengthy negotiations. It is likely that many suppliers would request that most or all of the contract be confidential.

Though Centrelink contracts are often marked "Commercial In Confidence", that is only an assertion and is used as much for historical reasons as it is to imply that the information may be sensitive in nature and should be handled carefully. The legal standing of any claim for confidentiality depends on the circumstances.

In relation to paragraph 3, the potential resource implications for the Auditor-General would have to be carefully assessed. In order to determine the reasonableness or otherwise of any claim to confidentiality, legal advice may also be necessary on a case-by-case basis and that would be costly.

Yours sincerely



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General Manager
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