

2009-10 Financial Year Listing
For the period 1 July 2009 to 30 June 2010
Murray Motion 19 - Migration Review Tribunal - Refugee Review Tribunal

Attachment B

The following tables set out the Migration Review Tribunal - Refugee Review Tribunal contracts with consideration to the value of \$100,000 or more and which were current on **30 June, 2010** or entered into between **01 January 2010 and 30 June, 2010** or which have not been fully performed.

CONTRACTOR	CONTRACT TITLE	AMOUNT	ESTIMATE/ FIXED	START DATE	FINISH DATE	MULTI YEAR	PROVISIONS REQUIRING THE PARTIES TO MAINTAIN CONFIDENTIALITY OF ANY OF ITS PROVISIONS	OTHER REQUIREMENTS OF CONFIDENTIALITY	
							YES OR NO	YES OR NO	IF YES, REASON FOR CONFIDENTIALITY (refer to codes listed below)
SAS Trustee Corporation	Property Lease - Sydney	\$ 19,321,586	Estimate	01-May-05	30-Apr-15	Yes	No	No	
Retail Employees Superannuation Pty	Property Lease - Melbourne	\$ 14,360,000	Estimate	01-Sep-03	31-Jul-13	Yes	No	No	
Hyro Ltd (formerly Commander Systems; formerly Volante Solutions P/L)	Case Management System - design and implementation	\$ 4,657,168	Estimate	22-Dec-05	21-Dec-10	Yes	No	No	
All Graduates Interpreting and Translation	Translating Services	\$ 2,916,758	Estimate	23-Dec-08	22-Dec-11	Yes	No	No	
AAPT (formerly Powertel)	Telecommunications	\$ 2,515,891	Estimate	01-May-05	30-Jun-10	Yes	No	No	

Provisions requiring the parties to maintain confidentiality of any of its provisions (All 4 criteria below must be applicable in order for your response to be "YES" in column H)

Criteria 1 : That the information to be protected must be identified in a specific rather than global terms

Criteria 2 : That the information must have the necessary quality of confidentiality

Criteria 3 : That disclosure would cause detriment to the contractor or other third party

Criteria 4 : That the information was provided under an understanding that it would remain confidential

Reasons for confidentiality:

1. Past departmental practice: At the time that this contract was signed it was departmental practice to include a general confidentiality clause in the contract without the parties specifying whether information or provisions were considered confidential.

2. Detriment to the contractor: Contract contains information that has commercial value to competitors (eg commercial strategies, intellectual property or fee structures) and is known only to a limited number of parties.

3. Commonwealth control over disclosure of information: Contract contains Commonwealth information about the financial, property or operational interests of the Commonwealth that the Department does not want the contractor to have the right to disclose.

4. Third party confidentiality agreement: Outside of the contract there exists some form of separate agreement regarding confidentiality with a third party (eg a confidentiality deed between the Commonwealth and a subcontractor).