

Information and Privacy Commissioner,  
Ontario, Canada



Commissaire à l'information et à la protection de la vie privée,  
Ontario, Canada

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## ORDER MO-4706

Appeal MA24-00840

Toronto District School Board

October 15, 2025

**Summary:** The Toronto District School Board received a request under the *Municipal Freedom of Information and Protection of Privacy Act* for records related to a specific tutoring grant issued by the board. The board decided to grant full access to the requested records.

The recipient of the tutoring grant, a non-profit agency, appealed this decision, seeking to have certain financial information withheld under the mandatory section 10(1) third party information exemption. It also sought to have the name and signature of the signatory to the tutoring grant agreement withheld under the mandatory personal privacy exemption at section 14(1) of the *Act*.

In this order, the adjudicator finds that the information that the recipient of the grant seeks to have withheld is not third party information exempt under section 10(1) of the *Act*. She also finds that the name and signature of the signatory is not personal information under the *Act* and therefore, it cannot be exempt under section 14(1) of the *Act*. She upholds the board's decision to disclose this information and dismisses the appeal.

**Statutes Considered:** *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, sections 2(1) (definition of "personal information"), and 10(1).

**Order Considered:** Orders MO-1194 and MO-3372.

### OVERVIEW:

[1] The Toronto District School Board (the board or the TDSB) received a request under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*) for

records related to a specific tutoring grant issued by the board.

[2] Following notification to the recipient of the tutoring grant, a non-profit agency, the board issued a decision granting partial access to responsive records with severances pursuant to sections 10(1) (third party information) and 11 (economic and other interests) of the *Act*.

[3] The recipient of the tutoring grant, now the appellant, appealed the board's decision to the Information and Privacy Commissioner (the IPC). A mediator was assigned to attempt to help the parties reach resolution.

[4] During mediation, the board issued a revised decision granting the requester full access to the responsive records. The appellant advised that it disagrees with the board's decision to grant full access to the records claiming that the information is third party information that is exempt under section 10(1). It also claims that the agreement's signatory's name and signature should not be disclosed because they are personal information and exempt under the mandatory section 14(1) personal privacy exemption.

[5] As no further mediation was possible, this appeal moved to adjudication where an adjudicator may conduct an inquiry.

[6] I decided to conduct an inquiry and representations were exchanged between the appellant and the requester<sup>1</sup> in accordance with the IPC's *Practice Direction 7* on the sharing of representations.<sup>2</sup>

[7] In this order, I find that the information that the appellant seeks to have withheld is not exempt under either the exemption for third party information at section 10(1) or the personal privacy exemption at section 14(1) of the *Act*. I uphold the board's decision to disclose this information to the requester and dismiss the appeal.

## **RECORDS:**

[8] The following information remains at issue in this appeal:

- the information severed from pages 1 and 19 of the tutoring grant agreement (the agreement) dated March 2023, and Schedule B to that agreement (pages 23 to 26),
- an invoice from the appellant to the board (page 30), and

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<sup>1</sup> I decided that I did not need to seek representations from the board on the application of the exemptions to the records, as it had decided to disclose the records in full to the requester.

<sup>2</sup> I determined that portions of the appellant's representations met the IPC's confidentiality criteria set out in *Practice Direction 7*; although I have considered them, I will not referred to them in this order.

- a report from the appellant to the board reporting on the services it provided to the appellant under the agreement (pages 31-37).<sup>3</sup>

## **ISSUES:**

- A. Does the mandatory exemption at section 10(1) for third party information apply to the information at issue in the records?
- B. Is the agreement's signatory's name and signature on page 19 of the records "personal information" as defined in section 2(1)?

## **DISCUSSION:**

### **Issue A: Does the mandatory exemption at section 10(1) for third party information apply to the information at issue in the records?**

[9] The purpose of section 10(1) is to protect certain confidential information that businesses or other organizations provide to government institutions,<sup>4</sup> where specific harms can reasonably be expected to result from its disclosure.<sup>5</sup>

[10] Section 10(1) states:

A head shall refuse to disclose a record that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, if the disclosure could reasonably be expected to,

- (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- (b) result in similar information no longer being supplied to the institution where it is in the public interest that similar information continue to be so supplied;
- (c) result in undue loss or gain to any person, group, committee or financial institution or agency; or

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<sup>3</sup> The information in pages 31 and 32 duplicates the information found at pages 33 to 37.

<sup>4</sup> *Boeing Co. v. Ontario (Ministry of Economic Development and Trade)*, [2005] O.J. No. 2851 (Div. Ct.)], leave to appeal dismissed, Doc. M32858 (C.A.) (*Boeing Co.*).

<sup>5</sup> Orders PO-1805, PO-2018, PO-2184 and MO-1706.

(d) reveal information supplied to or the report of a conciliation officer, mediator, labour relations officer or other person appointed to resolve a labour relations dispute.

[11] For section 10(1) to apply, the party arguing against disclosure must satisfy each part of the following three-part test:

1. the record must reveal information that is a trade secret or scientific, technical, commercial, financial or labour relations information;
2. the information must have been supplied to the institution in confidence, either implicitly or explicitly; and
3. the prospect of disclosure of the record must give rise to a reasonable expectation that one of the harms specified in paragraph (a), (b), (c) and/or (d) of section 10(1) will occur.

***Part 1 of the section 10(1) test: type of information***

[12] The appellant did not provide representations on part 1 of the test under section 10(1), whether the records would reveal information that is a trade secret or scientific, technical, commercial, financial or labour relations information.

[13] The requester submits generally that the records contain commercial information.

***Analysis and Findings on part 1***

[14] Based on my review of the records, I find that they contain commercial and financial information. The IPC has described this type of information as follows:

Commercial information is information that relates only to the buying, selling or exchange of merchandise or services. This term can apply to commercial or non-profit organizations, large or small.<sup>6</sup> The fact that a record might have monetary value now or in future does not necessarily mean that the record itself contains commercial information.<sup>7</sup>

Financial information is information relating to money and its use or distribution. The record must contain or refer to specific data. Some examples include cost accounting methods, pricing practices, profit and loss data, overhead and operating costs.<sup>8</sup>

[15] The three records, the agreement, the invoice, and the report, all relate to the agreement between the appellant and the board for the appellant to provide tutoring

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<sup>6</sup> Order PO-2010.

<sup>7</sup> Order P-1621.

<sup>8</sup> Order PO-2010.

services. From my review, all three records relate to the buying, selling or exchange of merchandise or services between the appellant and the board and contain information relating to money and its use or distribution. Accordingly, I find that the records reveal both commercial information and financial information.

[16] As the records reveal commercial and financial information, I find that part 1 of the section 10(1) test has been met.

## ***Part 2: supplied in confidence***

### *Supplied*

[17] The requirement that the information have been “supplied” to the institution reflects the purpose in section 10(1) of protecting the informational assets of third parties.<sup>9</sup>

[18] Information may qualify as “supplied” if it was directly supplied to an institution by a third party, or where its disclosure would reveal or permit the drawing of accurate inferences with respect to information supplied by a third party.<sup>10</sup>

[19] The contents of a contract between an institution and a third party will not normally qualify as having been “supplied” for the purpose of section 10(1). Contractual provisions are generally treated as mutually generated, rather than “supplied” by the third party, even where the contract is preceded by little or no negotiation or where it reflects information that originated from one of the parties.<sup>11</sup>

[20] There are two exceptions to this general rule:

1. the “inferred disclosure” exception. This exception applies where disclosure of the information in a contract would permit someone to make accurate inferences about underlying non-negotiated confidential information supplied to the institution by a third party.<sup>12</sup>
2. the “immutability” exception. This exception applies where the contract contains non-negotiable information supplied by the third party. Examples are financial statements, underlying fixed costs and product samples or designs.<sup>13</sup>

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<sup>9</sup> Order MO-1706.

<sup>10</sup> Orders PO-2020 and PO-2043.

<sup>11</sup> This approach was approved by the Divisional Court in *Boeing Co.*, cited above, and in *Miller Transit Limited v. Information and Privacy Commissioner of Ontario et al.*, 2013 ONSC 7139 (CanLII) (*Miller Transit*).

<sup>12</sup> Order MO-1706, cited with approval in *Miller Transit*, cited above at para. 33.

<sup>13</sup> *Miller Transit*, cited above at para. 34.

*Representations on "supplied"*

[21] The appellant states that the records are related to a tutoring grant partnership between itself and the board and that it supplied the records in confidence to the board strictly for the purpose of fulfilling its obligations under a grant agreement.

[22] The requester did not address whether the information was supplied within the meaning of part 2 of the test.

*Analysis and Findings on "supplied"*

The agreement

[23] The agreement is a contract between the appellant and the board for the appellant to provide its tutoring services to the board. As noted above, the contents of a contract between an institution and a third party will not normally qualify as having been "supplied" for the purpose of section 10(1). Contractual provisions are generally treated as mutually generated, rather than "supplied" by the third party, even where the contract is preceded by little or no negotiation or where it reflects information that originated from one of the parties.

[24] In this case, having reviewed the agreement and the appellant's representations, I find that the agreement was mutually generated, including the information in Schedule B, which sets out the funding provided to the appellant for its tutoring services.

[25] Specifically, I find that Schedule B was mutually generated between the parties and therefore cannot be said to have been supplied by the appellant to the board. In making this finding, I have considered the two exceptions to the general rule that the contents of a contract are considered to have been mutually generated and find that neither the inferred disclosure nor the immutability exceptions apply. Based on my review of the records and the representations of the appellant, I do not accept that disclosure of the funding amounts in Schedule B would permit someone to make accurate inferences about any underlying non-negotiated confidential information supplied to the board by the appellant. I also do not accept that the funding amounts in Schedule B are non-negotiable information supplied by the appellant that reflects any underlying fixed costs.

[26] Therefore, I find that the agreement was not supplied by the appellant to the board and the withheld portions of the agreement do not meet part 2 of the section 10(1) test.

The invoice

[27] The invoice was sent by the appellant to the board for tuition services rendered.

[28] In Order MO-3372, the adjudicator considered the application of the supplied test to invoices sent to an institution by a third party for services rendered. He stated:

IPC orders have found that pricing information in an invoice that a third party provides to an institution cannot be considered to have been “supplied” by that third party if such information was mutually agreed upon and arises from a contract negotiated between the parties.<sup>14</sup>

[29] I agree with the reasoning of the adjudicator in Order MO-3372 and adopt it in the current appeal.

[30] From my review, the invoice was generated as a result of the agreement between the appellant and the board. It contains a general description of the services provided and the total amount to be paid by the board to the appellant for the agreed tutoring services.

[31] In my view, as was the case in Order MO-3372, the information contained in the invoice was mutually agreed upon as it arises from the agreement which was negotiated between the parties. I find that the information in the invoice was, therefore, not supplied and part 2 of the section 10(1) test has not been met for the invoice.

#### The report

[32] The report was completed by the appellant and provided to the board reporting on the services provided by the appellant to the board in the time period from March to June 2023. From my review, this report is a form, prepared by the board, that the appellant completed, responding to questions about the tutoring services it provided to the board. The provision of the report to the board is a requirement set out in the agreement. The disclosed portions of the agreement describe the information the appellant is required to provide to the board in its report, how often it is required to report, and makes the provision of the report a requirement for the appellant to be paid for its tutoring services.

[33] In my view, the information in the report was directly supplied to the board by the appellant. Accordingly, below I will consider whether the report was supplied in confidence.

#### *In confidence*

[34] The party arguing against disclosure must show that the party supplying the information expected the information to be treated confidentially, and that their expectation is reasonable in the circumstances. This expectation must have an objective basis.<sup>15</sup>

[35] Relevant considerations in deciding whether an expectation of confidentiality is

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<sup>14</sup> See Orders PO-2806, MO-3258, and PO-3638.

<sup>15</sup> Order PO-2020.

based on reasonable and objective grounds include whether the information:

- was communicated to the institution on the basis that it was confidential and that it was to be kept confidential,
- was treated consistently by the third party in a manner that indicates a concern for confidentiality,
- was not otherwise disclosed or available from sources to which the public has access, and
- was prepared for a purpose that would not entail disclosure.<sup>16</sup>

*Representations on "in confidence"*

[36] The appellant does not make specific representations on whether the information in the report was supplied "in confidence" to the board but submits generally that it supplied all of the records in confidence to the board. It further submits that the records were not intended for public release, as confirmed in its communications to the board.

[37] The appellant submits that, subject to a mutual understanding between it and the board, "...the data - including budgetary breakdowns, staffing models, and program delivery mechanisms - was to remain confidential."

[38] The requester submits that the records concern the expenditure of a public grant by a registered charity. He submits that information about how public funding is allocated is not inherently confidential information.

*Analysis and findings on "in confidence"*

[39] As indicated above, I found that the information in the report was supplied by the appellant to the board as a requirement of the agreement. For part 2 of the section 10(1), the report must have been supplied "in confidence."

[40] In my view, although the report includes information about the overall amount of the grant money spent by the appellant to provide tutoring services to the board and general details such as the number of tutors it engaged, it cannot be said, as submitted by the appellant, that this information is "budgetary breakdowns, staffing models, and program delivery mechanisms."

[41] Additionally, I note that the agreement contains the following clause:

The Recipient [the appellant] acknowledges that the TDSB [the board] may be required to disclose any information provided to the TDSB in connection

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<sup>16</sup> Orders PO-2043, PO-2371 and PO-2497, upheld in *Canadian Medical Protective Association v. Loukidelis*, 2008 CanLII 45005 (ON SCDC).

with the Project, Funds or both, or otherwise in connection with the Partnership Agreement under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

[42] I find that the appellant has not provided sufficient evidence to establish that it supplied the report to the board with a reasonable expectation of confidentiality, either explicitly or implicitly. Specifically, I find that:

- the appellant has not provided sufficient evidence that confirms that at the time the report was provided to the board, that it was communicated to the board on the basis that it was confidential and that it was to be kept confidential;
- the appellant has not provided sufficient evidence to demonstrate that the report was treated consistently in a manner that indicates a concern for confidentiality, or that it was not otherwise disclosed or available from sources to which the public has access; and,
- given that the provision of the report was a requirement of the agreement between the appellant and the board, and the agreement indicated that under the *Act* the board may be required to disclose any information provided to it, the appellant has not provided sufficient evidence to establish that the report was prepared for a purpose that would not entail disclosure.<sup>17</sup>

[43] Accordingly, I find that the report was not supplied to the board in confidence and part 2 of the test has not been met for this record.

### ***Conclusion***

[44] Above, I have found that the agreement and the invoice were not supplied by the appellant to the board. I have also found that the report, although supplied by the appellant to the board, was not supplied to the board in confidence. Therefore, I find that part 2 of the test has not been met for all three records.

[45] As all three parts of the section 10(1) test must apply for the exemption to apply, and I have found that part 2 of the three-part test has not been met, I find that section 10(1) does not apply to the withheld portions of the agreement, the invoice or the report.

### **Issue B: Is the agreement's signatory's name and signature on page 19 of the records "personal information" as defined in section 2(1)?**

[46] In order to decide whether section 14(1) of the *Act* applies to the name and signature in the agreement, I must first decide whether this information is "personal

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<sup>17</sup> Orders PO-2043, PO-2371 and PO-2497, upheld in *Canadian Medical Protective Association v. Loukidelis*, 2008 CanLII 45005 (ON SCDC).

information,” and if so, to whom the personal information relates.

[47] Section 2(1) of the *Act* defines “personal information” as “recorded information about an identifiable individual.”

[48] Information is “about” the individual when it refers to them in their personal capacity, which means that it reveals something of a personal nature about the individual. Generally, information about an individual in their professional, official or business capacity is not considered to be “about” the individual.<sup>18</sup>

[49] See also sections 2(2.1) and (2.2), which state:

(2.1) Personal information does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.

(2.2) For greater certainty, subsection (2.1) applies even if an individual carries out business, professional or official responsibilities from their dwelling and the contact information for the individual relates to that dwelling.

[50] In some situations, even if information relates to an individual in a professional, official or business capacity, it may still be “personal information” if it reveals something of a personal nature about the individual.<sup>19</sup>

[51] Information is about an “identifiable individual” if it is reasonable to expect that an individual can be identified from the information either by itself or if combined with other information.<sup>20</sup>

[52] Section 2(1) of the *Act* gives a list of examples of personal information.<sup>21</sup>

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<sup>18</sup> Orders P-257, P-427, P-1412, P-1621, R-980015, MO-1550-F and PO-2225.

<sup>19</sup> Orders P-1409, R-980015, PO-2225 and MO-2344.

<sup>20</sup> Order PO-1880, upheld on judicial review in *Ontario (Attorney General) v. Pascoe*, [2002] O.J. No. 4300 (C.A.).

<sup>21</sup> Section 2(1) reads:

“personal information” means recorded information about an identifiable individual, including,

(a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,

(b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,

(c) any identifying number, symbol or other particular assigned to the individual,

(d) the address, telephone number, fingerprints or blood type of the individual,

(e) the personal opinions or views of the individual except if they relate to another individual,

[53] The list of examples of personal information under section 2(1) is not a complete list. This means that other kinds of information could also be “personal information.”<sup>22</sup>

### ***Representations***

[54] The appellant submits that the name and signature in the agreement was provided by the signatory in a personal capacity, not in a professional or business capacity, and the signatory had a clear and reasonable expectation of confidentiality.

[55] The appellant further submits that names and signatures tied to sensitive nonpublic agreements are protected if their disclosure may result in personal or reputational harm.

[56] The requester submits that names and signatures of individuals acting in an official capacity are not “personal information” as section 2(1), which defines “personal information” excludes information associated with an individual acting in a professional, official, or business capacity. He submits that disclosure would not reveal something of a personal nature about the signatory.

[57] In reply, the appellant submits that while names may in some cases be considered professional identifiers, signatures are materially different, as they are unique biometric markers that can be misappropriated for forgery or identity theft.

[58] The appellant submits that signatures attract greater privacy protection, even where the individual signed in an official role, as they can be lifted and reused for fraudulent purposes. It submits that the redaction of signatures is consistent with the *Act's* privacy protections.

### ***Analysis and findings***

[59] The IPC has previously held that whether a name and signature constitutes personal information depends on the circumstances and context in which it appears.<sup>23</sup>

[60] In certain circumstances a signature has been found to be the personal information of the signatory as it identifies them in a personal, not a business, professional or official capacity.<sup>24</sup> This is information that relates to the signatory in their personal capacity as it

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(f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,

(g) the views or opinions of another individual about the individual, and

(h) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

<sup>22</sup> Order 11.

<sup>23</sup> See, for example, Orders MO-1194, MO-2611 and PO-3230.

<sup>24</sup> See for example, Orders MO-4545 and PO-4545.

would reveal something of a personal nature about them.

[61] As noted above, section 2(1) defines “personal information” as information about an individual in their personal capacity. It excludes information identifying individuals in a business, professional or official capacity. Section 2(2.1) clarifies that personal information “does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.”

[62] In this appeal, the name of the signatory to the agreement is not personal information as it identifies the signatory in an official capacity as a representative of the appellant and therefore is not personal information as contemplated by section 2(1) of the *Act*.

[63] Regarding the signature, in Order MO-1194, former Assistant Commissioner Tom Mitchinson found that signatures appearing on records created in a professional or official government context are generally not “about the individual” in a personal sense and typically fall outside the definition of personal information. I agree with this reasoning and adopt it in the circumstances of this appeal.

[64] Relying on Order MO-1194, I find that the appellant’s signature, which appears in the agreement with the board for the provision of tutoring services to the board’s students, identifies the signatory in a business, professional or official capacity, not a personal one. The agreement is directly related to the board’s business of providing educational services to its students, and the signature identifies the appellant as the provider of such services.

[65] In my view, disclosure of the signature would not reveal something of a personal nature about the signatory. The signatory signed the agreement on behalf of the appellant, a non-profit charitable organization. The agreement indicates that the individual signing the agreement between the appellant and the board has “the authority to bind” the appellant.

[66] I disagree with the appellant that the agreement is a sensitive non-public agreement. The agreement is between the appellant, the recipient of a grant to provide tutoring services to a public institution, and the board, a public institution. There is nothing in the agreement that could be construed a sensitive. In fact, much of the agreement has already been disclosed to the requester and I have found above that the information remaining at issue is not subject to the exemption for third party information at section 10(1) of the *Act*.

[67] I find that disclosure of the signatory’s name and signature could not reasonably be expected to cause personal or reputational harm to them. There is no evidence before me that disclosure of the signatory’s name and signature in this record could reasonably be expected to cause such harm. There is also no evidence before me to suggest that the requester is seeking the name and signature of the signatory to the agreement in

order to misappropriate the signature for fraudulent purposes.

[68] Accordingly, I find that the name and signature of the signatory to the agreement does not qualify as “personal information” as a result of section 2(2.1) of the *Act* as they identify the signatory in an official capacity and not a personal one. I further find that this information does not reveal something of a personal nature about the individual involved.

[69] The appellant claims that the mandatory personal privacy exemption at section 14(1) applies to the name and signature of the signatory to the agreement. Section 14(1) can only apply to “personal information.”<sup>25</sup> Since I have found that the name and signature of the signatory to the agreement is not “personal information” within the meaning of the *Act*, the mandatory personal privacy exemption in section 14(1) cannot apply.

### ***Conclusion***

[70] Above, I have found that the information that has been withheld from the agreement under section 10(1), as well as the invoice and the report, in their entirety, are not subject to the mandatory exemption at section 10(1). I have also found the name and signature of the signatory of the agreement is not personal information so the mandatory personal privacy exemption in section 14(1) cannot apply. Therefore, I uphold the board’s decision to disclose this information to the requester and dismiss the appellant’s appeal.

### **ORDER:**

1. I order the board to disclose all the remaining information at issue in the records to the requester by **November 19, 2025**, but not before **November 14, 2025**.
2. In order to verify compliance with this order, I reserve the right to require the board to provide me with a copy of the records which are disclosed to the requester pursuant to order provision 1.

Original Signed by: \_\_\_\_\_

Diane Smith  
Adjudicator

October 15, 2025 \_\_\_\_\_

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<sup>25</sup> The introductory wording of section 14(1) reads:

A head shall refuse to disclose personal information to any person other than the individual to whom the information relates, except....