

Request:

Request RFI 5039:

I note that you have named your preferred bidders for the outsourcing of a number of Council services including Trading Standards.

Can you tell me if Balfour Beatty and Capita Symonds will have the same Freedom of Information Act 2000 duties and responsibilities under those contracts as the Council currently does? If there will be differences, can you say what they will be?

The Partners will not be subject to FOI requests in the same manner as the Council and will not have the same legislative requirement to respond to freedom of information requests.

However the Partners have contractual requirements to assist the Council respond to FOI requirements where they hold relevant information.

New Request RFI 5103:

Please therefore provide me with a copy of the relevant sections or sections of the contracts you mentioned in your reply (above) that define those contractual requirements.

60 FREEDOM OF INFORMATION

60.1 The Partner acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority (at the Partner's expense) to enable the Authority to comply with these Information disclosure requirements.

60.2 The Partner shall and shall procure that its Sub-Contractors shall:

- (a) transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- (b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for

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Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 60.3 The Authority shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
 - (b) is to be disclosed in response to a Request for Information, and in no event shall the Partner respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 60.4 In no event shall the Partner respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 60.5 The Partner acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Partner, or
 - (b) following consultation with the Partner and having taken its views into account,
- provided always that where clause 60.5(b) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Partner advanced notice, or failing that, to draw the disclosure to the Partner's attention after any such disclosure.
- 60.6 The Partner shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

Please also provide all information held relating to internal discussions about the requirement of the partner to 'assist' the Council respond to FOIA requests and to all communication with the partners on this.

No discussions held in this regard contractual obligations in contract accepted by both Partners

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Can you also confirm whether these contracts have now been formally signed or, if not, when you expect them to be signed?

The Balfour Beatty Workplace Limited Contract for Business Services and the Capita Symonds Limited Contract for Technical Services were signed on 26 and 28 September respectively.