

The Alan Turing Institute

Freedom of Information Terms

Introduction:

In some situations, the Alan Turing Institute (the “**Institute**”) and/or its wholly owned subsidiary (together or individually referred to as the “**Turing**”) will enter into an agreement (the “**Linked Agreement**”) with another party who is deemed to be a public authority for the purposes of FOIA Legislation (defined below). While the Turing is not deemed to be a public authority for purposes of FOIA Legislation the parties nevertheless will need to work together in certain instances to set out how they will support the party who is subject to FOIA Legislation and the practical steps that will be taken. These Freedom of Information Terms are default terms and set out those details that will automatically apply to any arrangements with the Turing and are deemed to form part of the legally binding Linked Agreement unless the parties to the Linked Agreement agree otherwise in writing.

1 Definitions and Interpretation

1.1 The following terms have the meanings ascribed to them as set out below unless otherwise agreed in writing by the parties to the Linked Agreement:

“**Authority**” means the party to the Linked Agreement who is regarded as a public authority under, and who is subject to, FOIA Legislation.

“**EIRs**”: mean the Environmental Information Regulations 2004 (SI 2004/3391) (EIRs) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“**FOIA**”: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner (or equivalent in Scotland) or relevant government department in relation to such legislation.

“**FOISA**”: means the Freedom of Information (Scotland) Act 2002 (“**FOISA**”), which applies to public authorities based in Scotland together with any guidance and codes of practice issued by the Scottish Information Commissioner or relevant government department in relation to such legislation.

“FOIA Legislation” means FOIA, FOISA and EIR as the case may be.

“Information”: has the meaning given under the relevant piece of FOIA Legislation.

“Requests for Information”: means a request for information or an apparent request under FOIA Legislation.

1.2 If there is any conflict between the terms set out in these Freedom of Information Terms and the Linked Agreement, the terms of the Linked Agreement will take precedence.

1.3 These Freedom of Information Terms are deemed to be legally binding between the parties to the Linked Agreement and form part of a Linked Agreement as if set out in full in the Linked Agreement.

1.4 These Freedom of Information Terms are deemed to come into full force and effect when the Linked Agreement comes into full force and effect between the parties.

2 Freedom of information

2.1 Where a party to a Linked Agreement is deemed to be an Authority the Turing will:

- (a) provide reasonable assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under FOIA Legislation.
- (b) transfer to the Authority Requests for Information relating to the Linked Agreement that it receives as soon as practicable.
- (c) provide the Authority with a copy of relevant Information belonging to the Authority requested in the Request for Information which is in its possession or control as soon as reasonably practical to do so.
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

2.2 The Authority will take reasonable steps to notify the Turing of a Request for Information (where relevant in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so.

- 2.3 Where the Authority receives a request under FOIA Legislation to disclose any information relating to the Linked Agreement, the Authority will consider the availability and applicability of any exemptions and any other options available and will notify the Turing of the intended response. The Turing will have at least five (5) Working Days to provide comment on, and propose amendments to, the proposed response, which will then be considered by the Authority.
- 2.4 Notwithstanding the obligations in section 2.3 above, the Turing acknowledges that the Authority may be required under FOIA Legislation to disclose Information without consulting or obtaining consent from the Turing. The parties agree that, notwithstanding any other provision of the Linked Agreement, the Authority will have absolute discretion whether any Information is exempt from disclosure in accordance with FOIA Legislation.

[END.]