Your Name

123 Your Street

Your Post Town, ZZ9 0ZZ

(0) 999 9999

no\_reply@example.com

[Date]

Freedom of Information Officer

[Name of Organisation]

123 Address St

Anytown, ST 12345

Dear Sir or Madam

Freedom of Information Letter for a contract, tender or other commercial information.

 I would like to request the following information.

1. the contract [including all indexes appendices and supplements] between [name of public authority] and [the private company]; (and/or)
2. Bids to tender for [specify service or project]; and / or
3. the annual revenue authority received from private company as a result of this contract.

I would like to receive the information in electronic format. if one part of this request can be answered sooner than others please send that information first followed by any subsequent data. if you need further clarification please contact me by email.

Many public authorities release their contracts with private vendors in line with the Freedom of Information Act. The exemption for commercial interest under the Act (section 43) is a qualified exemption which means information can only be withheld if it is in the public interest. The public have an interest in knowing the terms of contract awarded by public authorities, whether or not public money changes hands immediately.

If you are relying on section 41, the exemption for legal breach of confidence, then I would like to know the following;

* when the confidentiality agreements were agreed
* all correspondence and email in which these confidentiality agreements were discussed
* the precise wording to the confidentiality agreements.

I ask these questions because guidance issued by both the Lord Chancellor (draught guidance on FOI implementation) and the Office of Government Commerce model terms and conditions for goods and services, specifically states that public authorities should not enter into these types of agreements; they go directly against the spirit of the laws of disclosure. I would also point to information commissioner's guidance on accepting blanket commercial confidentiality agreements; confidentiality clauses are necessary or reasonable, there is a real risk that in the event of a complaint the commissioner would order the disclosure in any case. Finally within the law of confidence there is also a public interest test therefore the contracts will be disclosed in for if any parts are adapted they must be through information that can be proven to be illegal breach of confidence in court and only then where secrecy can be shown to be in the public interest and public money is at stake or a public authority is often a private company is offering a private monopoly to charge it stakeholders.

I reserve the right to appeal your decision to withhold any information or to charge me excessive fees and understand that on the act I'm entitled to respond to a response within 20 working days. I will be grateful if you could confirm in writing that you have received this request

yours faithfully

Your Name