



University of East Anglia

Information Services Directorate

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09 December 2015

Dear

**Freedom of Information Act 2000 – Information request (ref: FOI\_15-235)**

We have now considered your request of 10 November 2015 for information relating to fixed telecommunications and internet services at UEA. Our response is on pages 4-5 of this letter, together with a copy of your request, and we hope this will meet your requirements.

It is not possible, however, to provide some the requested information. In line with your rights under section 1(1)(a) of the Act to be informed whether information is held, we confirm that the University does not hold some of the requested information for all of the contracts requested. Further details are within the responses to the individual questions.

Additionally, the Act contains a number of exemptions that allow public authorities to withhold certain information from release. We have applied the following exemptions to part of your request.

Exemption	Reason
s.31(1)(a), Law enforcement	Release of the requested information would, or would be likely to, prejudice the prevention or detection of crime
s.41(1), Information provided in confidence	Release of the requested information on contract costs would constitute an actionable breach of confidence
s.43(2), Prejudice to commercial interests	Disclosure of information would, or would be likely, to prejudice the commercial interests of a person as defined by the Act

In regards the application of s.31(1)(a), it is our belief that the that release of the fixed broadband/data line service details such as line type and capacity would, or would be likely to, enable anyone wishing to cause a denial of service attack on the University valuable information to plan their attack. For further information on our justification for

the use of this exemption, we would direct you to our response to a very similar request earlier this year, [FOI 15-202](#),<sup>1</sup> in which our position is fully set out.

We believe that s.41(1) applies to the PBX/phone system(s) maintenance annual charge because this information was obtained in confidence from a third party, namely Unify Enterprise Communications Ltd (hereafter 'Unify'), and the disclosure of the information to the public would constitute a breach of confidence by ourselves actionable by Unify.

Within the contract between ourselves and Unify (the "Contract"), the parties agree only to use the Confidential Information for the purposes of the Contract, not to disclose Confidential Information to any third party without the express written consent of the other party, and that any third party to whom the Confidential Information is disclosed must be bound by obligations of confidentiality materially in accordance with those set out in Clause 18 of the Contract.

The parties agreed that financial information should be treated as confidential and this is why it was specifically referred to it in the definition of Confidential Information within the contract. The information requested (the annual charge relating to this Contract) falls within the definition of financial information and therefore will amount to Confidential Information.

It follows that if the University were to disclose the information requested, this would amount to a breach of the Contract and therefore would be an actionable breach of confidence. We have received direct evidence from Unify that this is their position that they would consider release a breach of confidence.

We are aware that the common law duty of confidence contains an inherent public interest test which must be considered in order to decide if the information is exempt and confidential information should be withheld unless the public interest in disclosure outweighs the public interest in maintaining the duty of confidence. Having applied this test, we see no advantage to the public in receiving the total contract value or average annual spend and consider that disclosure would undermine the principle of confidentiality and that this far outweighs any benefit that the disclosure would present for the public.

We are also of the opinion that s.43(2) applies to the PBX/phone system(s) maintenance annual charge because release of this information would, or would be likely to, prejudice the commercial interests of Unify. We have received direct evidence from Unify themselves stating that they are of the opinion that release of the annual charge would, or would be likely to prejudice their commercial interests.

The Information Commissioner's Office has established a multi-criteria test for assessing whether a section 43(2) exemption applies.<sup>2</sup> The first criterion is whether the information relates to, or could impact on a commercial activity. We believe that it is obvious that the sale and provision of PBX/phone maintenance services to the public sector is a commercial activity.

The second criterion is whether the commercial activity is conducted in a competitive environment. Once again, given the number and range of providers of such services, there can be little doubt that this activity is conducted in a competitive environment.

The next criterion is whether the information is commercially sensitive. Unify themselves have stated that this information is commercially sensitive, is highly

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<sup>1</sup> [https://portal.uea.ac.uk/documents/6207125/8150791/151027\\_Response+letter\\_FOI\\_15-202\\_Redacted.pdf/27a794a5-f382-4645-a904-1509fc16150f](https://portal.uea.ac.uk/documents/6207125/8150791/151027_Response+letter_FOI_15-202_Redacted.pdf/27a794a5-f382-4645-a904-1509fc16150f)

<sup>2</sup> [http://www.ico.gov.uk/for\\_organisations/guidance\\_index/~/\\_/media/documents/library/Freedom\\_of\\_Information/Detailed\\_specialist\\_guides/AWARENESS\\_GUIDANCE\\_5\\_V3\\_07\\_03\\_08.ashx](http://www.ico.gov.uk/for_organisations/guidance_index/~/_/media/documents/library/Freedom_of_Information/Detailed_specialist_guides/AWARENESS_GUIDANCE_5_V3_07_03_08.ashx)

valuable to Unify and that were if it were to make its way into the public domain, it would place Unify at a competitive disadvantage to its competitors.

The next criterion goes to the prejudice itself; would there be damage to Unify's reputation, business confidence or ability to compete? Under FOI, release to one requester can be considered as release to the world. It is our position that release of this information would, in effect, provide Unify's competitors with information that they consider crucial to maintaining a competitive advantage over their competitors. Their ability to compete and bid would be compromised as their competitors could use this information to guide their own pricing and bids.

We also have to determine the likelihood of prejudice being caused by release of this information. As noted above, our position is that the annual pricing by Unify gives them an advantage in securing contracts. Unify strongly believes that the disclosure of the information requested would have a prejudicial impact on Unify's ability to participate competitively in the market by having an adverse impact on their ability to secure future business and to compete with other service providers.

A public interest test<sup>3</sup> must be applied to the exemption for prejudice to commercial interests. There is no doubt that there is a legitimate public interest in knowing the amount and way in which public funds are spent, both to further the transparency and accountability of public authority activities.

We would counter that there is also a public interest in protecting the ability of businesses to compete on a level playing field and to ensure that there is fair competition for prospective contracts. To disclose this information would prejudice Unify's competitive and commercial position, and it is difficult to see how this could be in the public interest. We see no advantage to the public in receiving the value of the maintenance contract and consider that the prejudice that this disclosure would cause to Unify's commercial interests, far outweighs any benefit that the disclosure would present for the public.

Please note that any material over which UEA has copyright is released on the understanding that you will comply with all relevant copyright rules regarding reproduction and/or transmission of the information provided.

You have the right of appeal against this response. If you wish to appeal, please set out in writing your reasons for appealing and send to the above address. You must appeal within 60 calendar days of the date of this letter. Any appeal received after that date will not be considered nor acknowledged. This policy has been reviewed and approved by the Information Commissioner's Office.

You also have a subsequent right of appeal to the Information Commissioner's Office. Further information is available on their website:

[https://ico.org.uk/Global/contact\\_us](https://ico.org.uk/Global/contact_us), or by telephone on 0303 123 1113.

Please quote our reference given at the head of this letter in all correspondence.

Yours sincerely

David Palmer  
Information Policy and Compliance Manager  
University of East Anglia

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<sup>3</sup>[http://www.ico.org.uk/for\\_organisations/guidance\\_index/~/\\_media/documents/library/Freedom\\_of\\_Information/Detailed\\_specialist\\_guides/the\\_public\\_interest\\_test.ashx](http://www.ico.org.uk/for_organisations/guidance_index/~/_media/documents/library/Freedom_of_Information/Detailed_specialist_guides/the_public_interest_test.ashx)

## Response to Freedom of Information Act 2000 request (FOI\_15-235)

I would like to submit a freedom of information request for the following information relating to IT/Telecommunications Voice and Data Services.

1. Fixed Line (Voice Circuits) Provider - Supplier's name	Gamma
Fixed Line Renewal Date - please provide day, month, year.	November 2018 <b>[s.1(1)(a), Information not held]</b> Day is not defined within tender and therefore not held
Fixed Line Duration - the number of years the contract is with the supplier.	3 years
Fixed Line Number of each type of Lines (eg Analogue, ISDN2, ISDN30, SIP)	90 + 90 (active/passive) SIP trunks
Fixed Line Monthly charge for each line by type and any other associated charges	<b>[s.1(1)(a), Information not held]</b> Contract terms still being finalised so no monthly charges held
2. Minutes/Landline Provider - Supplier's name	Gamma
Minutes/Landline Renewal Date - please provide day, month, year.	November 2018
Minutes/Landlines Duration - the number of years the contract is with the supplier.	3 years
Minutes/Landline Monthly Spend - Monthly average spend	<b>[s.1(1)(a), Information not held]</b> Contract terms still being finalised so no monthly charges held
Minutes/Landline breakdown of duration/cost by call destination	<b>[s.1(1)(a), Information not held]</b> Contract terms still being finalised so no monthly charges held
3. Fixed Broadband/Data Line Provider - Supplier's name	JISC (Joint Information Systems Committee)
Fixed Broadband/Data Line Renewal Date - please provide day, month, year	<b>[s.1(1)(a), Information not held]</b> There is no review of this service as it is a national, government subsidised HE/FE computer network
Fixed Broadband/Data Line Service Details – line type/capacity etc.	<b>[Information exempted pursuant to s.31(1) FOIA]</b> Information exempted for reasons noted above
Fixed Broadband/Data Line Monthly Spend	<b>[s.1(1)(a), Information not held]</b> This information is subsumed within our JISC subscriptions cost and is not itemised separately
4. Mobile Fleet Service Provider	Vodafone

Mobile Fleet Contract Renewal Date - please provide day, month, year (for each number if different)	<b>[Information not held - s.1(1)(a), FOIA]</b> There is no specific contract end date as the contract is ongoing, with existing numbers under contract for 29 months and new numbers under contract for 24 months.
Mobile Fleet – the number of years the contract is with the supplier.	Each mobile is initially set up with a 24 month contract. Existing numbers are under contract for 29 months from the commencement of the contract. The contract allows for an extension but users can simply carry on with the existing agreement as it stands.
Mobile Fleet number of connections/numbers on the account	665
Mobile Fleet Tariff description, monthly cost and any breakdown of charges for line rental and calls	Monthly cost: ca. £2,752.84 Line Rental cost: £6.10 (average) Call cost: <b>[s.1(1)(a), Information not held]</b> Invoicing does not break down charges by individual call
5. PBX/Phone System(s) make and model	Unify Openscape Voice
PBX/Phone System(s) system details incl number of handsets	6000 licensed subscribers; 3,500 connected handsets
PBX/Phone System(s) Renewal Date of Lease (if applicable) - please provide day, month, year	<b>[Information not held - s.1(1)(a), FOIA]</b> System is owned so no lease
PBX/Phone System(s) Lease Provider's name	<b>[Information not held - s.1(1)(a), FOIA]</b> System is owned so no lease
PBX/Phone System(s) Maintenance Service Provider	Unify
PBX/Phone System(s) Maintenance Equipment covered	IP server, voicemail, deployment, media, SBCs
PBX/Phone System(s) Maintenance Annual charge	<b>[Information exempted pursuant to s.41(1) &amp; s.43(2), FOIA]</b> Information exempted for reasons noted above
6. Managed Service Contract/IT Support Contract Title & Supplier's Name	DTP Group <sup>4</sup>
Managed Service Contract/IT Support-Services Included	Supply and installation of desktops and laptops, recycling of old hardware
Managed Service Contract/IT Support Total Contract Value	<b>[Information not held - s.1(1)(a), FOIA]</b> Contract is new so there are no annual figures held by UEA
Managed Service Contract/IT Support Contract Duration	Three (3) years with an option to extend a further one (1) year.
Review Date - please provide day, month, year	01 May 2018

<sup>4</sup> Managed service for PC and laptop procurement.

<p>7. Internal Contact managing each of the above relationships: please could you provide full contact details including contact number, email and job title</p>	<p>For services numbered 1,2,3 &amp; 5: Mr Pete Andrews, Head of Networking. (Tel: 01603 456161; email: <a href="mailto:p.andrews@uea.ac.uk">p.andrews@uea.ac.uk</a>)</p> <p>For service numbered 4: Mr Steve Whitehead, Procurement Officer. (Tel: 01603-592402; email: <a href="mailto:s.whitehead@uea.ac.uk">s.whitehead@uea.ac.uk</a>)</p> <p>For service numbered 6: Mr Mark Jones, Assistant Director-Faculty IT Support (Tel: 01603 59242; email: <a href="mailto:mark.jones@uea.ac.uk">mark.jones@uea.ac.uk</a>)</p>
<p>Please could you confirm all prices are provided exclusive of VAT.</p>	<p>Yes</p>