



# HOUSE OF COMMONS

Francis Irving

Via email: [request-1262-efe2d136@whatdotheyknow.com](mailto:request-1262-efe2d136@whatdotheyknow.com)

11 March 2009

## Response to request for internal review (F08-260)

Thank you for your request for an internal review which was received on 28 August. I am very sorry for the time that this has taken to bring to a conclusion but the issues were novel and complex and required careful consideration.

### Summary

The review has concluded that the decision not to send the response to the whatdotheyknow.com web site was correct because you are asking for disclosure of the information in a form which necessarily involves its immediate and automatic re-publication. Although we were and are prepared to provide the information to you to a different e-mail address or in another format (such as paper or CD), we do not consider that it is reasonably practicable (in the terms of s.11(1) FOIA) to provide the information to an e-mail address which must have the effect of causing the material to be republished without our consent in breach of our rights under the Copyright, Designs and Patents Act 1988.

However in accordance with section 16 FOIA (the duty to provide advice and assistance), the review recommends that the publishers of whatdotheyknow.com should be offered a licence to republish as much of the information which you have requested as possible. Once the site's publishers have entered into a licence permitting such republication of the information, the final response to your request together with most of the information to be provided will be supplied via the site's email. In anticipation of future FOI requests submitted via the whatdotheyknow site the reviewer also recommends that the licence be drafted in such a way as to enable the House administration to grant permission on a case by case basis to whatdotheyknow.com republish future documents released under FOIA by the

HOUSE OF COMMONS

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DEPARTMENT OF RESOURCES HOUSE OF COMMONS LONDON SW1A 0AA



INVESTOR IN PEOPLE

House.

A copy of the proposed licence is attached for your consideration.

We do not consider that your request has been refused, but instead have concluded that it is not reasonably practicable to provide the information in the form requested.

In the alternative, should it be concluded that this amounts to a refusal of your request (however we do not think that it is), we rely on section s.43(2) as supplying the information in the form requested effectively deprives us of our property right (Parliamentary copyright) to prevent re-publication. Also the interests of the third party would be in issue if we sent their material in this form. While this is a qualified exemption we have concluded that the balance of the public interest rests with protecting such interests.

If you remain dissatisfied, you may appeal to the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Yours Sincerely



**A J Walker**

**Director General of Resources**

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