

## **Freedom of Information Act 2000 (FOIA)**

### **Decision notice**

**Date:** 12 April 2018

**Public Authority:** The British Museum  
**Address:** Great Russell Street  
London  
WC1B 3DG

#### **Decision (including any steps ordered)**

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1. The complainant has requested information relating to the museum's sponsorship arrangements with BP, agreed in 2016, which were due to commence 1 January 2018. The museum disclosed some information, confirmed that much of the requested information is not held and applied section 43 to elements of its agreement with BP.
2. With regards to whether further recorded is held, the Commissioner is satisfied that, on the balance of probabilities, the museum does not hold any further recorded information to that already provided. With regards to this element of the complainant, the Commissioner requires no further action be taken.
3. In respect of the museum's agreement with BP, the Commissioner has considered the application of section 43 of the FOIA, to the remaining withheld information. With the exception of clause 3.8, the Commissioner is satisfied that section 43 of the FOIA applies and the public interest in favour of disclosure is outweighed by the public interest in maintaining the exemption.
4. Concerning clause 3.8, as the Commissioner is not satisfied that section 43 of the FOIA applies, she requires the museum to take the following steps to ensure compliance with the legislation.
  - The museum should disclose clause 3.8 to the complainant.
5. The public authority must take these steps within 35 calendar days of the date of this decision notice. Failure to comply may result in the Commissioner making written certification of this fact to the High Court

pursuant to section 54 of the Act and may be dealt with as a contempt of court.

## **Request and response**

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6. On 28 February 2017, the complainant wrote to the museum and requested information in the following terms:

"1) The director of the British Museum made the decision to renew BP's sponsorship of the museum for a further five years, taking effect at the conclusion of the museum's existing sponsorship deal with BP. Please confirm whether that decision was taken by Neil MacGregor prior to his retirement from the museum (on the 18<sup>th</sup> December 2015), by Christopher Yates in his time as acting director, or Hartwig Fischer (since starting as director of the British Museum on the 4<sup>th</sup> April 2016).

2) Did the director make that decision in consultation with any colleagues, committees or other members of staff? If so, which colleagues, committees or members of staff were consulted and why? Was the Chairman of the Board of Trustees involved in the decision making process in any way and if so, what role did he play?

3) Did the director (be that Neil MacGregor, Christopher Yates or Hartwig Fischer) meet with staff from BP in order to negotiate and/or agree the terms of the newly announced sponsorship deal with BP? If so, please provide details of any relevant meetings or communications related to this. If those terms were negotiated and/or agreed by other staff within the museum, please specify which team and/or staff members were involved in taking that decision and their authority to act on the museum's behalf.

4) Was that decision, and the terms relating to the new deal, recorded in a written form in any way? If so, please identify where and how those terms were recorded, and provide copies of any relevant material.

5) Did any discussion take place in order to identify the appropriate level and/or body in which the decision making process on whether to renew BP's sponsorship of the British Museum should occur? If so, who was involved in that discussion and what criteria were consulted in making that decision?

6) Does the British Museum have or reference any guidelines, policies or other criteria (outside of those available on its website) that would

provide it with a working definition of an 'ethical question' or 'ethical issue' that could, in theory, be drawn upon in cases such as that outlined in question (5)?

7) Does the British Museum have a framework, guidelines or policy for assessing risks posed to its reputation? If so, please specify.

8) Did Christopher Yates hold any meetings or have communications with BP during his time as acting director of the museum? If so, please provide details of those meetings and/or communications, outlining when they took place and the focus of those meetings/communications. Where relevant, please provide transcripts."

7. The museum responded on 24 March 2017. In respect of questions 1 to 3 and 5 and 8, the museum stated that it does not hold the requested information. Regarding question 4, the museum confirmed that whilst it holds no recorded information on the decision to renew the sponsorship arrangement, the terms of the arrangement are recorded in the contract between the museum and BP. It stated that the contract is exempt from disclosure under section 41 of the FOIA.

8. The complainant requested an internal review on 6 April 2017.

9. The museum carried out an internal review and notified the complainant of its findings on 16 May 2017. In relation to question 4 it decided to release a redacted version of the contract to the complainant. It withdrew its previous application of section 41, advising the complainant that this had been applied incorrectly, and confirmed that it now wished to rely on sections 40 and 43 of the FOIA for the non-disclosure of the redacted information. In relation to the other questions, the museum maintained that it holds no recorded information falling within the scope of these questions, except for some information it had now identified as part of the internal review process which relate to questions 3 and 7. In relation to question 3, it confirmed that it does hold a small amount of recorded information but it considers that this is exempt from disclosure under section 42 of the FOIA. Regarding question 7, it advised the complainant that it holds a documented framework for assessing general risks, including those to its reputation. It then directed the complainant to the location of this information on its website.

## Scope of the case

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10. The complainant contacted the Commissioner on 9 August 2017 to complain about the way his request for information had been handled.

11. The Commissioner wrote to the complainant on 12 December 2017 to ask him to confirm exactly what the scope of his complaint to the ICO is.

The complainant responded on 19 December 2017. He stated that he wished the Commissioner to consider the museum's application of sections 42 and 43 to the withheld information and questions 1 to 3 and 5 to 8 and whether the museum holds any further recorded information falling within scope.

12. The complainant raised no concerns about the museum's application of section 40 of the FOIA. The Commissioner has therefore excluded this element of the request/withheld information from her investigation.
13. During the Commissioner's investigation it came to her attention that the information to which section 42 of the FOIA had been applied is not within the scope of the complainant's request. The museum noted on reflection that question 3 of the request asked to know the team and/or members of staff involved in the negotiation and agreement of the renewed sponsorship. It did not ask for copies of the museum's legal advice. As section 42 of the FOIA had been applied to this information but did not actually fall within the scope of this question, the museum conceded that no reference to section 42 of the FOIA should have been made in its correspondence to the complainant.
14. As the Commissioner is satisfied that section 42 of the FOIA was applied to information which is not within the scope of the request, her investigation has been limited to considering the application of section 43 of the FOIA and whether the museum holds any further recorded information falling within the scope of the other elements of the request.

## **Reasons for decision**

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### **Does the museum hold any further recorded information?**

15. The Commissioner asked the museum to consider the complainant's concerns again (outlined in detail in his internal review request) as to why he considers recorded information is or should be held and to explain the searches undertaken to date. For each question, it provided the following further explanations.

#### *Question 1*

16. The museum explained that The Director's Office (who manage the correspondence and filing systems of the Director during the period in which the Director was Neil Macgregor, Christopher Yates (acting) and Hartwig Fischer; and of the Chairman of Trustees), the Director of Development and the Head of Corporate Sponsorship at the museum were asked to search their files and mailboxes to see if they held information within the scope of each part of this request. Each confirmed at the time that they held no such information either themselves or on

behalf of the Director or of the Trustees. They confirmed that there was no record made of the decision to renew BP's sponsorship of the museum for a further five years other than the fact that the contract for the sponsorship agreement was signed by the Director of Development. It stated that as this was essentially a renewal of an existing agreement with BP which has been in place for a number of years, no requirement existed for the decision to renew to be formally recorded.

17. The museum therefore advised that it does not hold information to indicate that the Director made the decision to renew the agreement as the complainant suggested and therefore no recorded information is held.

*Question 2*

18. The museum advised that searches were requested of the staff listed above and it was confirmed that no recorded information was held about how the decision was reached or which colleagues, committees or members of staff were consulted and why, other than the fact that the contract renewal agreement was signed by the Director of Development. The museum stated that it can only therefore reiterate what it has previously stated and that is, that it does not hold any recorded information that would address this part of the complainant's request.

*Question 3*

19. Again the museum explained that searches were requested of the same staff as stated above. It was confirmed that no recorded information is held relating to any meeting of any of the Directors of the museum with staff from BP. The Head of Corporate Relations confirmed previously that communications with BP were generally managed by her alone and often in meetings or by phone. The museum explained that she has responsibility for all aspects of management of that relationship, consequently few, if any other staff at the museum would be in correspondence or other communication with any representative of BP without her knowledge. It stated that the terms of the renewed BP sponsorship were negotiated (not agreed) by the Head of Corporate Relations.
20. The museum commented that it was noted on one occasion that the Head of Corporate Relations was assisted in her negotiation by the museum's Head of Legal Services. However, this information constitutes legal advice to which section 42 would apply if this information fell within the scope of the complainant's request. As stated above at paragraphs 13 and 14, it has been established that this information is not within the scope of the complainant's request.
21. The museum ended by saying that it believes it has answered this question in full. It stated again that the only other staff of the museum

who would be in a position to be involved in the decision to renew the agreement is the Director of Development who stated that the only information she holds on this is the contract itself which she signed on behalf of the museum. It therefore confirmed that the museum holds no other recorded information in the scope of this question.

*Question 5*

22. Again the same searches were undertaken as detailed above and the museum confirmed that no recorded information is held relating to any discussion having taken place in order to identify the appropriate level and/or body in which the decision making process on whether to renew BP's sponsorship of the museum should occur. It stated that it is therefore unable to state who may have been involved in any such discussions. Should any such discussions have taken place, these would be likely to have been between the Director of Development, the Directors and Trustees. However, as previously stated, there are no records of any such discussions that would otherwise confirm this.
23. The museum therefore wished to advise the complainant that he is correct the museum has "no criteria in a written form that would be considered 'recorded information' that it would reference in making the decision to renew BP's sponsorship".

*Question 6*

24. The museum referred to an earlier request on this issue that the complainant made in August 2016. It stated again that, other than what was available on its website, it does not have an ethics policy. The Directorate Manager and the Director of Development were asked whether they held any other documents that would constitute "a working definition of an 'ethical question' or 'ethical issue'". They confirmed that they did not hold such information.
25. The museum explained that the Director and Trustees of the museum may consider "ethical issues" or "ethical questions" in relation to its activities and in reference to guidance issued by other organisations (The Museum Associations Code of Ethics for example) but their consideration of these issues is not recorded.
26. It therefore stated that the complainant's inference is correct in so much as the museum does not have policies or guidelines in recorded form that would provide it with a working definition of an 'ethical question' or 'ethical issue'.

*Question 7*

27. The museum reiterated what was stated in its internal review response. There is information held by the museum within the scope of this

question; the documented framework for assessing *general* risks including any risk to reputation and it has already referred the complainant to its location on its website and in its annual reports.

28. It stated therefore that the complainant is incorrect to state that the museum has no framework or guidelines for assessing risks to reputation. This information is published and the complainant has been directed to it. No other recorded information is held falling within the scope of this question.

#### *Question 8*

29. The museum has said that Mr Yates was asked to confirm whether he held information about any meetings he may have had with staff of BP during the period in which he was Acting Director of the museum (January to March 2016). Mr Yates confirmed at the time the request was being handled that he held no such information.
30. It advised that the complainant is therefore correct in understanding that there is no recorded information held by the museum showing that Mr Yates met with staff from BP while he was Acting Director of the museum.

#### *The Commissioner's decision*

31. The Commissioner is satisfied that on the balance of probabilities the museum does not hold any further recorded information to that already identified falling within the scope of the request. It has explained the searches that have been undertaken, where the requested information would be held if it was, which members of staff would hold it if it was and why the requested information is not held in some cases. The Commissioner has no reason to doubt the extent of the museum's searches or its responses and explanations.

#### **Question 4 and section 43 of the FOIA**

32. Section 43 of the FOIA states that information is exempt from disclosure if its disclosure would or would be likely to prejudice the commercial interests of any person (including the public authority holding it).
33. The exemption is also qualified and subject to the public interest. So, in addition to demonstrating that disclosure would or would be likely to prejudice the commercial interests of any person, the public authority must consider the public interest arguments for and against disclosure and demonstrate in a given case that the public interest rests in maintaining the exemption.
34. The Commissioner asked the museum to explain in detail why it considers the disclosure of the withheld information would or would be



likely to prejudice the commercial interests of any person. The museum responded, advising the Commissioner that it considered disclosure would be likely to prejudice its own commercial interests for the following reasons (no arguments were presented at this stage about any potential prejudice to BP's commercial interests).

*The museum's arguments*

35. The museum explained that in the delivery of its public and charitable purpose it relies heavily on financial support and sponsorship from many sources; governmental, commercial and charitable, public and private, to enable it to carry out its statutory functions. Commercial sponsorship in particular is a vital source of support to the museum in the current economic climate of reduction in public funding. It confirmed that it relies on a mixed economic model approach, balancing public funding with earned and donated income from retail, catering and private and corporate funding in order to deliver its carried and extensive public programme of exhibitions and other activities. It argued that if information were to be disclosed, that subsequently damaged the museum's commercial relationship with one commercial sponsor (and, potentially, others) this would have a direct and negative impact on the museum's ability to deliver its planned public programme.
36. The museum advised that it takes the view that disclosure of details of the amount negotiated for the on-going agreement with BP and of details of the package of benefits the sponsor receives for this payment equates to releasing into the public domain a price list for this sponsorship package. Disclosing a price list in this way would be likely to prejudice the museum's ability to secure the best possible sponsorship arrangements from other private and corporate sources and would consequently have a negative impact upon the services the museum is able to plan and offer to the general public. It confirmed that other sponsors of the museum or potential future sponsors could then work out what BP receives for the amount of sponsorship it offers and this could hinder the museum's ability in the future to secure more favourable terms in any other similar sponsorship arrangements.
37. The museum said that it competes for commercial sponsorship with others in the sector and regularly participates in negotiations to secure such revenue. If existing sponsors whose contracts had come to an end or potential new sponsors were aware of what benefits other sponsors enjoy for what amount of sponsorship, this would be likely to undermine the museum's ability to negotiate competitively to secure value for money as it has done in the past.
38. It went on to say that the contract includes at section 10 a confidentiality clause, which states that all financial information should be kept confidential and that it should be disclosed only in exceptional



circumstances, or where by law. The museum confirmed that it has reason to believe that disclosure of this information in breach of the clause would be likely to prejudice its ongoing commercial relationship with this important long standing sponsor. Any such breach or potential breach of confidentiality under this agreement would be likely to damage the museum's reputation, position and credibility in future commercial arrangements with BP and with other commercial organisations.

### *The complainant's arguments*

39. The complainant stated that he believes the museum's arguments regarding the potential harm to its commercial interests are highly speculative, unproven and have not been supported by any substantive evidence. The complainant also debates whether corporate sponsorship agreements are a genuine commercial activity. He considers such agreements are more philanthropic in nature. He also states that while BP's core business activity may be commercial in nature, corporate sponsorship is a means by which the museum aims to fund its charitable aims.
40. The complainant disagrees that the museum heavily relies on BP sponsorship in order to deliver its core purpose. He believes the sponsorship money provided by BP to the arts sector is limited both in scale and scope. He states that the museum refers to "the current climate of reductions in public funding" as an argument against disclosure but its use of this argument with regards to its own agreement with BP does not apply. The complainant refers to the museum's income in 2015/16 to 2016/17 and this rising from £113.3m to £117.7m; an increase of £6.4m. He confirmed that the museum's own funding, in the form of government grant-in-aid, rose from £41.8m to £53.6m. He states that in both aspects, a hypothetical loss of sponsorship from BP for whatever reason would have been readily absorbed with the museum still seeing an overall increase in income. He goes on to say that in 2000 – 2011 BP sponsorship represented just 0.8% of the museum's income and based on an even distribution of the publicly stated amounts of BP arts sponsorship for the 2018-2022 agreement, that proportion will likely fall to around 0.4% - 0.5%.
41. The complainant also argued that the museum and other cultural institutions regularly disclose details relating to other funders without detriment to their ability to secure future or additional funding. For example the announcement of the museum's World Conservation and Exhibition's Centre involved disclosure of detailed funding amounts:

[http://www.britishmuseum.org/about\\_us/news\\_and\\_press/press\\_releases/2013/wcec.aspx](http://www.britishmuseum.org/about_us/news_and_press/press_releases/2013/wcec.aspx)

42. The complainant refers to the end of BP's sponsorship of the Tate galleries, announced 11 March 2016, which followed the announcement the day before on the 10<sup>th</sup> of a new, high-value sponsorship agreement with the clothing firm, Uni-Qlo. He stated that the museum and BP have not provided any specific examples or substantive evidence to support their statement that disclosure would be likely to hinder future sponsorship agreements being reached. The complainant goes on to say that the museum is the most visited cultural institution, it therefore occupies a unique position. It is internationally renowned and celebrated. The disclosure of details relating to its sponsorship agreement with BP would not undermine its appeal to other prospective corporate sponsors and may, in reality, open up space for other sponsors to come forward.

*The Commissioner's decision*

43. First the Commissioner will address the complainant's concerns that corporate sponsorship agreements are not commercial in nature.
44. It is the Commissioner's opinion that the agreement between the museum and BP is commercial in nature. For a sum of money BP receives a number of benefits/concessions. The Commissioner considers such a transaction of providing particular services or benefits for a sum of money is commercial in nature. The withheld information therefore falls within the definition of this exemption.
45. Turning now to the arguments presented by the museum and the complainant as to whether disclosure would be likely to prejudice the commercial interests of the museum, the Commissioner has decided in this case that section 43 of the FOIA does apply. She will now explain why.
46. The Commissioner notes that she has already considered the disclosure of the amount of sponsorship for the five years beginning January 2018 (part of the withheld information in this case) in a previous decision notice issued on 16 May 2017. This notice considered a request made seven months earlier than the request the subject of this notice and decided that section 43 of the FOIA was engaged.
47. The notice can be accessed via this link:  
<https://ico.org.uk/media/action-weve-taken/decision-notices/2017/2014138/fs50655610.pdf>
48. For the amount of sponsorship, the Commissioner considers the same arguments apply in this case. She therefore does not consider it is necessary to regurgitate them here.

49. In this case however further redactions were made to the agreement that was disclosed – those highlighting the particular benefits and services BP will receive for the new contract period for the sponsorship agreed. This information was not covered in the Commissioner's earlier decision notice.
50. With the exception of clause 3.8, the Commissioner considers section 43 of the FOIA applies. She will now explain why.
51. The Commissioner understands that the clauses contain specific benefits and services BP will receive for the sponsorship it offers; terms negotiated between the museum and BP and which differ between one sponsor and another or potentially the terms that would be considered and/or agreed with potential future sponsors. The museum has argued that disclosure of this information would essentially be releasing a price list into the public domain for the types of benefits offered to potential or existing sponsors. This could lead to existing and future sponsors requesting similar terms for similar prices and hinder the museum's ability to negotiate fairly and obtain the most favourable deal.
52. The Museum has explained that it competes for commercial sponsorship with others in the sector and regularly participates in negotiations to secure such revenue. If existing sponsors whose contracts had come to an end or potential new sponsors were aware of what benefits other sponsors enjoy for what amount of sponsorship, this would be likely to undermine the Museum's ability to negotiate competitively to secure value for money as it has done in the past.
53. The Commissioner notes the complainant's arguments that he considers BP's sponsorship is only a small amount of its overall income. Nonetheless the museum considers BP's continuing sponsorship support and that of others to be a valuable source of revenue, which adds to its overall monetary pot from which it offers its services to the public. The loss or potential loss of any revenue will have a negative impact upon the commercial interests of the museum and a knock on effect however small on what it can offer to the public.
54. The Commissioner considers a distinction can be made between historic sponsorship information and current/future sponsorship arrangements and notes that BP has disclosed information under FOIA in relation to its sponsorship of Tate for past contracts. However, in this case, we are considering the disclosure of the sponsorship amount and terms negotiated most recent to the date of the request and for a contract which was not due to commence for another 11 months. The terms and amount would have been relevant and indicative of what the museum was willing to offer for a given sum of money at the time of the request and this information could be useful to future sponsors and existing sponsors whose contracts are due to expire soon. The withheld

information is very much live and current, specifically negotiated within the same market conditions (or at least very similar) as those in existence at the time of the request.

55. With regards to clause 3.8, the Commissioner is not convinced that disclosure would be likely to prejudice the commercial interests of the museum. She has therefore decided that, for this information, section 43 of the FOIA does not apply and it therefore should be disclosed to the complainant.
56. She is not able to explain in the main body of the notice why, as to do so would disclose contents of the clause. The Commissioner's analysis is therefore contained in a Confidential Annex, which for obvious reasons can only be shared with the museum.

### **Public interest test**

#### *The museum's submissions*

57. The museum stated that it acknowledged that there is a public interest in disclosing information that allows scrutiny of the financial arrangements of public bodies to ensure that they are managing their commercial relationships in their best interests and in the best interest of taxpayers and that this helps to ensure accountability and transparency. It also stated that it understood there is a public interest in the sponsorship of cultural institutions by commercial organisations and the potential for conflicts of interest in relation to curatorial integrity and independence.
58. However, the museum stated that it considers these factors are outweighed in all the circumstances of this case by the public interest in withholding this information for reasons it explained in paragraphs 35 to 38 above. It stated that disclosure would be likely to prejudice its commercial interests and this would not be in the public interest. Disclosure would reveal to existing sponsors whose contracts are coming to an end or to potential new sponsors the benefits BP will enjoy for the sponsorship it provides. This would be likely to undermine the museum's ability to negotiate competitively to secure value for money and such consequences are not in the interests of the wider public. The museum advised that it needs to ensure that it is effectively able to raise funds independently of government grant in aid to deliver the full value of its public programme for public benefit.

#### *Complainant's arguments*

59. In addition to being of the opinion that the museum's arguments concerning the potential harm to its commercial interests are highly speculative, unproven and unsupported, the complainant considers there are several substantive arguments which demonstrate that disclosure in

this case lies firmly within the public interest. He believes the wider context and arguments have developed since the Commissioner's decision notice of 16 May 2017 (link provided above at paragraph 47) and that the value of the sponsorship should be considered in relation to the contract document as a whole.

60. He stated that the partial disclosure made by the museum is insufficient to allow proper and effective scrutiny of its financial arrangements in this case. Essential financial information and the benefits offered to BP through the agreement are not disclosed, thereby preventing any meaningful assessment of whether the sponsorship agreement represents value for money. He argued that the debate around cultural sponsorship of arts and cultural institutions, and specifically BP's sponsorship of the arts, has become one of the central debates in the cultural sector in recent years. The debate around fossil fuel funding of arts and cultural institutions more generally is now taking place internationally. The complainant advised that the debate on this issue has garnered regular and extensive coverage across the mainstream and arts media, with coverage online, in print and broadcast, including BBC and Channel 4 News. A significant number of cultural commentators have engaged in this debate, alongside respected artists and other figures in the arts and culture sector. He then went on to say that the debate is not limited to a small group or set of stakeholders, nor is it simply of interest to campaigners. Instead it has a broad appeal in the arts and a significant public interest.
61. The complainant informed the Commissioner that, in October 2016, it was highlighted how the museum had failed to follow due process in the renewal of its BP sponsorship – the agreement which is outlined and specified in the contract document. He believes there is legitimate questions that remain unanswered regarding the process that was followed by the museum and the legitimacy of the contract that has been signed. He believes the sponsorship renewal process may not have been adhered to and notes that the museum's trustees were not involved in the decision making process. He believes it is possible that terms within the contract may have been agreed/ reached through a process that was not transparent or accountable to the public.
62. Disclosure of the redacted information would allow the best possible scrutiny of that sponsorship agreement and aid in understanding whether the museum adhered to the required standards and guidelines regarding fundraising and corporate sponsorship. The complainant commented that several bodies (Charities Commission, the Institute of Fundraising and the Museums Association) lay out those standards and guidelines. He argued that it is only through a full assessment of the information relating to the sponsorship renewal process that the museum's adherence to those standards and guidelines can be assessed.

63. The complaint said that in recent years BP has been granted naming rights to the temporary exhibitions programme, with high profile exhibitions being accordingly titled 'The BP Exhibition'. While these naming rights suggest that BP sponsorship is integral to the temporary exhibitions programme, the public is not in a position to evaluate the true significance of that BP sponsorship or the proportion of funds drawn from the public's contribution in relation to BP's. He stated that if it were the reality that BP's money provided a minority or limited proportion of the funding for the temporary exhibitions programme, the public might judge that this is an inappropriate allocation of funds in a situation where naming rights have been granted. Only through transparency can the public understand whether the public's money is supplementing sponsorship or sponsorship is supplementing the public's money in this case.

*Commissioner's decision*

64. The Commissioner considers her analysis of the public interest test in the notice produced on 16 May 2017 equally applies here (specifically, paragraphs 57 to 59). Again the link to this decision is provided in paragraph 47.

65. She recognises the significant public interests arguments in favour of disclosure and notes the complainant's concerns that he believes the museum did not follow due process when renewing its sponsorship agreement with BP. However, the Commissioner has not been provided with any definitive and firm evidence that this is indeed the case. Although disclosure of the withheld information would aid transparency and enable the public to understand more clearly exactly what benefits BP has secured for the sponsorship amount promised and make a judgement on whether this is justified and value for money, she is not wholly convinced that the amount secured and the benefits offered for it would aid the complainant and other interested parties in determining more closely exactly whether due process was followed/adhered to or not. The Commissioner believes that surrounding information around discussions internally and with BP during the negotiation period, leading up to the signing of the new deal would provide such information if indeed such information was held; not necessarily the agreement itself or the agreement on its own.

66. The Commissioner considers the timing of the request is significant in this case, as it was in the notice issued on 16 May 2017. Although the request that is the subject of this notice was made a further seven months on, the Commissioner does not consider the circumstances surrounding the withheld information and the arrangements with BP had significantly changed. It still remained the case that the withheld information related to recently negotiated terms for a contract that was not due to come into effect for a further 11 months. She considers the

withheld information in this case is different to past expired arrangements and historical sponsorship amounts, which she notes have been disclosed in recent years without any obvious detrimental impact upon the interests of the museum. The withheld information here is the amount agreed and the benefits to be offered for a future signed deal yet to come into force. Market conditions would not have altered significantly and the information could therefore have been potentially useful to other existing sponsors and future sponsors wishing to enter into fresh negotiations with the museum. She has accepted that disclosure would be likely to prejudice the commercial interests of the museum and while there are compelling arguments in favour of disclosure, the Commissioner considers that, due to the circumstances at the time of the request, the public interest rests in maintaining the exemption.



## **Right of appeal**

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67. Either party has the right to appeal against this decision notice to the First-tier Tribunal (Information Rights). Information about the appeals process may be obtained from:

First-tier Tribunal (Information Rights)  
GRC & GRP Tribunals,  
PO Box 9300,  
LEICESTER,  
LE1 8DJ

Tel: 0300 1234504

Fax: 0870 739 5836

Email: [GRC@hmcts.gsi.gov.uk](mailto:GRC@hmcts.gsi.gov.uk)

Website: [www.justice.gov.uk/tribunals/general-regulatory-chamber](http://www.justice.gov.uk/tribunals/general-regulatory-chamber)

68. If you wish to appeal against a decision notice, you can obtain information on how to appeal along with the relevant forms from the Information Tribunal website.
69. Any Notice of Appeal should be served on the Tribunal within 28 (calendar) days of the date on which this decision notice is sent.

## **Signed**

**Samantha Coward**  
**Senior Case Officer**  
**Information Commissioner's Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF**