

## Title

# CCTV Maintenance & Support Contract

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Reference Number: RDF1832-23

Date of Response: 25/09/23

Further to your Freedom of Information Act request, please find the Trust's response(s) below:

Please be aware that the Royal Devon University Healthcare NHS Foundation Trust (Royal Devon) has existed since 1<sup>st</sup> April 2022 following the integration of the Northern Devon Healthcare NHS Trust (known as Northern Services) and the Royal Devon and Exeter NHS Foundation Trust (known as Eastern Services).

1. [Supplier of the contract for CCTV maintenance and support.](#)  
Eastern Service response: Not applicable. This information is not held as no contract in place. This applies to questions 2,3,4,4,6,7,8 and 9 below.  
Northern Service: Challenge Alarms.
2. [How much does the Org/s spend annually with the supplier? \(if multiple suppliers please list the annual spend for each\).](#)  
Northern Service: \*\* Section 43 (2) - Commercial Interests.  
Please see full Exemption on page 5.
3. [What is the renewal date of this contract?](#)  
Northern Service: 31/05/2024.
4. [What is the duration of the contract?](#)  
Northern Service: Annually.
5. [What is the review date of this contract? If possible, the likely outcome of this review.](#)  
Northern Service: April 2024.
6. [The primary brand of the CCTV equipment. I don't require the model just the brand. If there are various brands could you, please list?](#)  
Northern Service: \* The Trust cannot provide the requested information under Section 31(3) of the FOIA. Please see full exemption on page 4.
7. [What is the total number of cameras in use/under this contract?](#)  
Northern Service: \* The Trust cannot provide the requested information under Section 31(3) of the FOIA.

8. The description of the services provided under this contract. Please state if this contract includes more than just CCTV services.

Northern Service: 2 annual services at each site which include functionality checks

9. Contact details of the employee responsible for the contract between the supplier and the organisation. Can you please provide me with their full contact details?

Northern Service: Section 40 - Zahara Hyde.

The Trust only releases the names of Heads of departments under Section 40 (2) of the Freedom of Information Act 2000 Personal Information, where disclosure may contravene the Data Protection Act 2018 and therefore applies an exemption under Section 40 (2) - Personal Information of the Freedom of Information Act 2000 and Section 10 of the Data Protection Act 2018.

If there is no CCTV maintenance contract in place.

Northern Service: Not applicable. This information is not held as no contract in place. This applies to all the questions below.

1. What is the brand of CCTV cameras in use? if there is variety could you please send me a list? I do not need the serial number or model just the brand.

Eastern Service: \* The Trust cannot provide the requested information under Section 31(3) of the FOIA. Please see full exemption on page 4.

2. How much is the average annual spend on the in-house maintenance?

Eastern Service: \*\* Section 43 (2) - Commercial Interests. Please see full Exemption on page 5.

3. How many cameras are in use?

Eastern Service: \* The Trust cannot provide the requested information under Section 31(3) of the FOIA. Please see full exemption on page 4.

4. Is there a plan to review this at any point, if so, what would the date be?

5. Eastern Service: Not applicable. There is no date for review.

6. Who is in charge of overseeing the in-house maintenance?

Eastern Service: Not applicable.

If there is no maintenance contract or in-house maintenance in place, is there an ad-hoc agreement? Eastern Service: Yes.

If yes,

1. Who is the supplier? Is this varying could you please list?  
Section 43 (2) - Commercial Interests. Please see full exemption
2. What is the brand of CCTV cameras in use? if there is variety could you please send me a list? I do not need the serial number or model just the brand.  
Eastern Service: \* The Trust cannot provide the requested information under Section 31(3) of the FOIA. Please see full exemption on page 3.
3. How many cameras are in use? \*The Trust cannot provide the requested information under Section 31(3) of the FOIA. Please see full exemption on page 4.
4. How much is the average annual spend on the ad-hoc agreement? \*\* Section 43 (2) - Commercial Interests. Please see full Exemption on page 5.
5. What is the date it is to be reviewed?. There is no date for review.

\*Section 31(3) of the FOIA. – page 4

\*\*Section 43 (2) - Commercial Interests. Page 5.

**\* Section 31 (3) – Cyber Security**

Section 31(3)). This includes information the disclosure of which would or would be likely to prejudice the prevention or detection of crime. This would include:

The Trust considers that to release the requested information would reveal details that could assist in a cyber-attack. However, the Trust recognises that answering the request would promote openness and transparency with regards to the Trust's IT security.

Cyber-attacks which may amount to criminal offences under the Computer Misuse Act 1990 or the Data Protection Act 2018, are rated as a Tier 1 threat by the UK Government. The Trust like any organisation may be subject to cyber-attacks and since it holds large amounts of sensitive, personal, and confidential information, maintaining the security of this information is extremely important.

In this context, the Trust considers that providing the requested information would also provide information about the Trust's information systems and its resilience to cyber-attacks. There is a very strong public interest in preventing the Trust's information systems from being subject to cyber-attacks. Releasing the type of information requested would be likely to prejudice the prevention of cybercrime, and this is not in the public interest.

As an Operator of Essential Services:

(<https://www.legislation.gov.uk/uksi/2018/506/schedule/2/paragraph/8>), the Trust must comply with The Network and Information Systems Regulations 2018. By releasing information that could increase the likelihood or severity of a cyber-attack, the Trust would fail to meet its security duties as stated in section 10 (<https://www.legislation.gov.uk/uksi/2018/506/regulation/10>) of the Network and Information Systems Regulations 2018.

The prejudice in complying with Section 31(3) of FOIA is real and significant and would allow valuable insight into the perceived strengths and weaknesses of the Trust's IT infrastructure and information systems.

## **\*\* Section 43 (2) - Commercial Interests**

The Trust holds this information.

This information is commercially sensitive, and its release would or would be likely to prejudice the commercial interests of the Trust.

In applying the exemption under Section 43(2) the Freedom of Information Act the Trust has balanced the public interest in withholding the information against the public interest in disclosure. The Trust has considered all the relevant factors in the public interest test and concluded that the benefit to the public in applying the exemption outweighs the public interest in releasing the information requested as a result of the prejudices and losses that would potentially affect the Trust and patients. As such this information is being withheld under Section 43 (2).

Public Interest Test (PIT) - Non- Disclosure:

We should exempt this information because its release into the Public Domain would give potential suppliers an unfair advantage over other bidders if the Trust were to put this service out to competition. That advantage would contravene the principle of fairness required from the Trust by the Public Contracts Regulations 2015.

Public Interest Test (PIT) – For Disclosure

The Trust understand the need for openness and accountability for tender processes and price, and it recognises the need for value of money.