

**Business Assurance  
Information  
Compliance**

1<sup>st</sup> Floor  
Somerset House East Wing  
Strand  
London  
WC2R 2LS



Tel: 020 7848 7816  
Email: [info-compliance@kcl.ac.uk](mailto:info-compliance@kcl.ac.uk)

**Sam Dunning**

By email only to: [director@ukctransparency.org](mailto:director@ukctransparency.org)

**24 September 2024**

Dear Sam Dunning,

**Request for information under the Freedom of Information Act 2000 (“the Act”)**

Further to your recent request for information held by King’s College London, I am writing to confirm that the requested information is held in part by the University.

**Your request**

We received your information request on 27 August 2024 and have treated it as a request for information made under section 1(1) of the Act.

You requested the following information:

- *The agreement or memorandum of understanding with the Communication University of China (CUC), signed in 2020.*
- *A list of joint projects or programmes that are part of this partnership*
- *The number of staff from CUC who've done visiting fellowships/lectureships (etc.) at KCL/the Lau China Institute*

**Our response**

- *A list of joint projects or programmes that are part of this partnership*
- *The number of staff from CUC who've done visiting fellowships/lectureships (etc.) at KCL/the Lau China Institute*

We have confirmed with colleagues at the Lau China Institute that no joint projects or programmes have emerged from this partnership, and that no CUC staff have done a visiting/joint lectureship/fellowship at Lau.

- *The agreement or memorandum of understanding with the Communication University of China (CUC), signed in 2020.*

While I can confirm King's signed a Memorandum of Understanding (MoU) in October 2020 with the Communication University of China (running for a five-year period and due to expire in October 2025), we are withholding the document itself in accordance with section 43(2) of the Freedom of Information Act – Commercial Interests.

It is our view that disclosure would be likely to prejudice the commercial interests of any person (principally in this case the public authority holding it).

We do not share MoU documentation, which are signed in confidence with the partner, as this documentation is specific to King's and would likely be used to a competitive advantage by other universities if so disclosed.

The template for our MoUs has been specially developed by various teams internally and is unique to King's i.e. this work has been achieved with a degree of difficulty and investment, representing an 'asset' to the College. Sharing such documents would risk allowing competitor institutions to copy and replicate our MoU template, which would be likely to have commercial implications for King's (the MoU is part of our advantage in agreeing deals like this (which help to enhance our offering), bearing in mind we operate in a very competitive global market, and competitors could use any disclosure to amend their own approach). Moreover, this document template is used for all MoUs we develop with global partners, and sharing one MoU could harm relationships with our other institutional partners, potentially leading to reputational impact (bearing in mind that partners can go elsewhere globally).

This is a qualified exemption and requires the consideration of a public interest test; assessing whether the balance of the public interest favours disclosing the information or maintaining the exemption. In this case we consider that the public interest favours non-disclosure.

King's recognises the need for transparency and the interest in relationships with China; however, this must be balanced against the public interest in allowing the organisation to protect its commercial information and not be placed at a disadvantage in the competitive market place in which we operate. Further factors that weigh in favour of non-disclosure include:

This is a document which is not legally binding and is "designed to assist and inform the Parties' on-going discussions". Furthermore, in this case, the initial discussions between Lau and CUC have evidently not led to any material engagement/collaboration. These factors significantly, in my view, lessen the public interest in disclosure.

This completes the University's response to your information request.

### **Your right to complain**

If you are unhappy with the service you have received in relation to your information request or feel that it has not been properly handled you have the right to complain or request a review of our decision by contacting the Director of Information Governance & Data Protection Officer within 60 days of the date of this letter.

Further information about our internal complaints procedure is available at the link below:

[http://www.kcl.ac.uk/college/policyzone/assets/files/governance\\_and\\_legal/Freedom\\_of\\_Information\\_Policy\\_updated\\_Oct\\_%202011.pdf](http://www.kcl.ac.uk/college/policyzone/assets/files/governance_and_legal/Freedom_of_Information_Policy_updated_Oct_%202011.pdf)

In the event that you are not content with the outcome of your complaint you may apply to the Information Commissioner for a decision. Generally, the Information Commissioner cannot make a decision unless you have exhausted the internal complaints procedure provided by King's College London.

The Information Commissioner can be contacted at the following address:

The Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Yours sincerely

**Neil Doling**  
Information Compliance