15.7.6. to a proposed successor in title (transferee, assignee or novatee) of the Customer.

15.8 Any references to disclosure on a confidential basis means disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 15.

15.9 Nothing in this Clause 15 will prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

15.10 If the Supplier fails to comply with this Clause 15, the Customer can terminate this Contract.

TRANSPARENCY

15.11 Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract (and any Transparency Reports submitted by the Supplier under it) is not Confidential Information. This will be made available in accordance with the procurement policy note 13/15 www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procureme nt_Policy_Note_13_15.pdf and the Transparency Principles referred to therein.

15.12 The Customer will determine whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but will have absolute discretion over the final decision.

15.13 Notwithstanding any other provision of this Contract, the Supplier consents to the Customer publishing this Contract in its entirety (including any agreed changes). Any information which is exempt from disclosure in accordance with the provisions of the FOIA will be redacted).

15.14 The Supplier will cooperate with the Customer to enable publication of this Contract.

FREEDOM OF INFORMATION

15.15 The Customer is subject to the requirements of the FOIA and the EIRs. The Supplier will:

15.15.1. provide all necessary assistance to the Customer to enable it to comply with its Information disclosure obligations.

15.15.2. send all Requests for Information it receives relating to this Contract to the Customer as soon as practicable and within a maximum of two (2) Working Days from receipt.

15.15.3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days of the Customer's request.

15.16 The Supplier must not respond directly to a Request for Information without the Customer's Approval.