

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Item(s)	Duration of Confidentiality
1.	All Pricing and Charges set out in Annex 1 of Schedule 3 to the Framework Agreement, including any details regarding the costs and expenses of the Supplier (including information provided in accordance with paragraph 6 of Schedule 3 (<i>Supplier Request For Increase Of The Framework Prices</i>))	Duration of Framework Agreement plus 5 years or otherwise until such information ceases to be confidential in nature
2.	Any Sub-Contractor information provided in accordance with clause 25 and Schedule 7 of the Framework Agreement	Duration as specified in relevant contract with Sub-Contractor
3.	All Supplier Intellectual Property Rights and Know-How	Ongoing whilst intellectual property rights of Supplier subsist

4.	All insurance documents and information relating to the Supplier and/or any Sub-contractor provided in accordance with Schedule 14 of the Framework Agreement	Duration as per confidentiality obligations with insurer's/subcontractors
5.	Any Improvement Plans provided in accordance with clause 32 of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
6.	Any information relating to Continuous Improvement and Benchmarking provided in accordance with Schedule 12 of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
7.	All records and accounts and Self Audit Certificates referred to in clause 18 of the Framework Agreement template	Ongoing until such information is made publicly available through no breach of confidentiality
8.	All Management Information and MI Reports provided in accordance	Ongoing until such information is made publicly available through no breach of confidentiality
No.	Item(s)	Duration of Confidentiality
	with Schedule 9 of the Framework Agreement	
9.	All Open Book Data provided	Ongoing until such information is made publicly available through no breach of confidentiality
10.	All information accessed in accordance with an audit under clause 18.6 of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
11.	All other Confidential Information of the Supplier (including any members of its group and any SubContractors) as defined in the	Ongoing until such information is made publicly available through no breach of confidentiality

	Framework Agreement	
12.	Any internal policies, procedures or processes of the Supplier provided in furtherance of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
13.	Any Supplier Action Plans in accordance with Schedule 8 of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
14.	Any information provided for a Further Competition Procedure as described in Schedule 5 of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
15.	The Supplier's Tender attached at Schedule 21 of the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
16.	If applicable, the terms of any security document provided by the Supplier under the Framework Agreement	Ongoing until such information is made publicly available through no breach of confidentiality
17.	All and any information of a similar confidential or proprietary nature to any of the items stated above which is provided to either the Authority and/or a Customer in furtherance of any Call Off Agreement	Ongoing until such information is made publicly available through no breach of confidentiality