

SCHEDULE 6 – COMMERCIALLY SENSITIVE INFORMATION

1. Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract pursuant to the FOIA and/or the EIRs, as further set out in clause E5 (Freedom of Information).
2. In this Schedule the Parties have sought to identify the Service Provider's Confidential Information and Commercially Sensitive Information that is genuinely commercially sensitive and the disclosure of which would cause the Service Provider significant commercial disadvantage or material financial loss if it was disclosed.
3. Where possible the Parties have sought to identify when (in the column of the table in paragraph 4 below headed "Duration of Confidentiality") any relevant Information will cease to fall into the category of Information to which this Schedule applies.
4. Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

