

Schedule 9

Commercially Sensitive Information

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1. The Authority acknowledges that the Supplier has requested that the information in the table below be treated as Commercially Sensitive Information. 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 (please see the column “Duration of Confidentiality”):

Document	Page Number	Section	Condition or Paragraph Number	Explanation of harm which may result from disclosure and time period applicable to sensitivity.	Duration of Confidentiality
[Redacted Under FOIA Section 43, Commercial Interests]					

2. The Supplier acknowledges that circumstances may arise that require disclosure and are outside the control of the Authority, for example, due to a legal requirement including a court order.
3. Subject to the terms of Clause 20 (*Transparency and Freedom of Information*), the Authority will endeavour to consult with the Supplier on any request for information, identified as Commercially Sensitive Information, under the FOIA.
4. The Authority reserves the right to disclose any Commercially Sensitive Information held within this Contract in response to a request under the FOIA.
5. The Authority will publish without prior consent from the Supplier all information provided by the Supplier **not** identified in this Schedule 9 as constituting Commercially Sensitive Information under the Authority’s transparency reporting requirements provided that such disclosure satisfies the requirements of the FOIA.
6. The Authority reserves the right to determine whether any information provided in this Schedule 9 does constitute Commercially Sensitive Information prior to publication.