

OFFICIAL

CH Framework Agreement
Schedule 4.2 (Commercially Sensitive Information)

Crown Hosting Framework Agreement

Schedule 4.2

Commercially Sensitive Information

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1. Introduction

- 1.1 Without prejudice to the Framework Authority's general obligation of confidentiality, the Parties acknowledge that the Framework Authority may have to disclose Information in or relating to this Framework Agreement or any Call-Off Agreement following a Request for Information pursuant to Clause 22 (Freedom of Information) of the Framework Agreement.
- 1.2 In this Schedule the Supplier has sought to identify Confidential Information of the Supplier that it considers falls within one of the exemptions available to the Framework Authority under FOIA, e.g. Confidential Information that the Supplier considers to be genuinely commercially sensitive and the disclosure of which it considers would be contrary to the public interest.
- 1.3 Where possible, the Supplier has sought to identify under the heading "Review Date" when it considers that any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Framework Authority's obligation to disclose Information in accordance with FOIA, the Framework Authority may, in its sole discretion, seek to apply the relevant exemption under FOIA which the Supplier requests should apply to the relevant Designated Information.

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Annex

Commercially Sensitive Information

No.	Date	Item(s)	Harm if released (e.g. significant commercial disadvantage or material financial loss)	FOIA Exemption	Public interest considerations (if relevant)	Review Date
1		REDACTED	Commercial disadvantage	This contract will contain security information and may be exempt under s23 FOIA. Remainder s43(2) FOIA	NA	Five years from the Framework Effective Date or (if later) 12 months after termination / expiry of the relevant Key Sub-contract (save to the extent that the contract contains information identified at 7 below).
2		REDACTED	Commercial disadvantage	This contract relates to the physical security of the facilities and parts may be exempt under s23 FOIA. Remainder s43(2) FOIA	NA	Five years from the Framework Effective Date or (if later) 12 months after termination / expiry of the relevant Key Sub-contract (save to the extent that the contract contains information identified at 7 below).
3		REDACTED	Commercial disadvantage	s43(2) FOIA	NA	Twelve months from the Framework Effective Date or (if later) 12 months after the relevant annual renewal date of the power contract

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4		Sub-contract with Vtesse Networks Ltd	Commercial disadvantage	s43(2) FOIA	NA	Two years from the Framework Effective Date or (if later) 12 months after termination / expiry of the relevant Key Sub-contract
5		Sub-contract with Vtesse Networks Ltd	Significant commercial disadvantage and significant financial loss	s43(2) FOIA	NA	Expiry or termination of the Framework Agreement
6		Sub-contract with Vtesse Networks Ltd	Significant commercial disadvantage and significant financial loss	s43(2) FOIA	NA	Expiry or termination of the Framework Agreement
7		Sub-contract with Vtesse Networks Ltd	Significant commercial disadvantage	Security related elements may be exempt under s23 FOIA. Elements will be trade secrets that may be exempt under s43(1) FOIA. Remainder s43(2)	NA	Until material change of use or refurbishment of the facilities (circa 20 years from construction)

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No.	Date	Item(s)	Harm if released (e.g. significant commercial disadvantage or material financial loss)	FOIA Exemption	Public interest considerations (if relevant)	Review Date
				FOIA		
8		Sub-contract with Vtesse Networks Ltd	Significant commercial disadvantage	s43(2) FOIA	NA	Expiry or termination of the Framework Agreement
9		Agreements Sub-contract with Vtesse Networks Ltd	Significant commercial disadvantage	s43(2) FOIA	NA	Expiry or termination of the Framework Agreement
10		Sub-contract with Vtesse Networks Ltd	Significant commercial disadvantage	s43(2) FOIA	NA	2 years after expiry or termination of the Framework Agreement