



Home Office

**AUTHORITY: The Secretary of State for the Home
Department (acting through the Home Office)**

**SCHEDULE 9
COMMERCIALLY SENSITIVE INFORMATION**

**Campsfield House Immigration Removal
Centre Contract**

1. COMMERCIALLY SENSITIVE CONTRACTUAL PROVISIONS

- 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.
- 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 (please see the column "Duration of Confidentiality").
- 3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 19 (Confidentiality), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

OFFICIAL - SENSITIVE**Commercially Sensitive Information**

No.	Date	Item(s)	Duration of Confidentiality
1	From the date provided to the Authority	Detailed pricing and costing information (including insurance costs) of the Supplier	Until 12 months after the expiry of the Term
2	From the date provided to the Authority	Information relating to sub-contract terms of supply	Until 12 months after the expiry of the Term
3	From the date provided to the Authority	Staffing/resourcing, specifically numbers of staff, roles/job descriptions, salaries and terms and conditions of employment, as well as shift patterns and working practices. Nothing in this Schedule 9 shall act to override the Supplier's obligations in Schedule 28 (Staff Transfer)	Until 12 months after the expiry of the Term
4	From the date provided to the Authority	Information relating to Third Party terms of supply	Until 12 months after the expiry of the Term
5	From the date provided to the Authority	The Supplier's solution and delivery model as detailed within Schedule 8 (Supplier Solution), including our technical submission	Until 12 months after the expiry of the Term
6	From the date provided to the Authority	The signed Parent Company Guarantee to this agreement	Until 12 months after the expiry of the Term
7	From the date provided to the Authority	Details of the Supplier's IT delivery solution	Until 12 months after the expiry of the Term
8	From the date provided to the Authority	Business Continuity and Disaster Recovery Plans, subject to the need to share such plans for the purpose for which they were created	Until 12 months after the expiry of the Term
9	From the date provided to the Authority	Supplier financial reports and financial data provided to the Authority in accordance with the requirements in the contract and Schedules 18 (Financial Distress), 19 (Financial Reports and Audit Rights), 24 (Reports and Records Provisions) and 26 (Service Continuity Plan and Corporate Resolution Planning), including any financial reports that relate to our Parent Company, Key Subcontractors and Third-Party Suppliers	Until 12 months after the expiry of the Term
10	The Effective Date / within 15 days of each insurance renewal thereafter.	The Supplier's insurance certificates (as provided to the Authority in accordance with Schedule 6 - Insurance Requirements) subject to the need to share this information with the Authority's insurance advisers on a confidential basis	Until 12 months after the expiry of the Term