

## Schedule 5 - Commercially Sensitive Information

[Note: Bidders to populate – NB – the Authority will not accept any information referred to in Schedule 2 (Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)) for inclusion in this Schedule 5.]

- 1 The Authority acknowledges that the Contractor has requested that the following information be treated as Commercially Sensitive Information:

Document	Page No.	Section	Condition or Paragraph No.	Explanation of harm which may result from disclosure and time period applicable to sensitivity.
Q1.4.2 Service Delivery Proposal	Full document			<p>Shaw Trust considers this information to be commercially sensitive due to its exposure of elements of Shaw Trust's delivery undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our Joint Delivery Partners/sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.3 Appendix 6 Service Delivery Proposal	Full document			<p>Shaw Trust considers this information to be commercially sensitive due to its exposure of elements of Shaw Trust's delivery undertakings. Shaw Trust considers this section to be exempt under Clause 43,</p>

				<p>Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.4 Delivering a Personalised Service	Full document			<p>Shaw Trust considers this information to be commercially sensitive due to its exposure of elements of Shaw Trust's delivery undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our Joint Delivery Partners/sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.5 Employer Engagement and Employer Support Offer	All references to Multi-Disciplinary Team (MDT) approach / Joint Delivery Partners;			<p>Shaw Trust considers this information to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43,</p>

				<p>Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.5 Employer Engagement and Employer Support Offer	All references outlined referring to existing/new employer partners			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.6 Supply Chain and Supply Chain Partners (a)	Full Document			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its</p>

				<p>exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
<p>Q1.4.7 Appendix 1 – Sub-contractor declaration</p>	<p>Full Document</p>			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p>

				Time period applicable to any sensitivity: Indefinitely
Q1.4.8 Appendix 2 – Sub-contractor delivery	Full Document			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.10 Performance Rationale	Historic performance figures p3 and 7			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will</p>

				<p>be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.10 Performance Rationale	All references to Multi-Disciplinary Team (MDT) approach / Joint Delivery Partners			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.10 Performance Rationale	All references outlined referring to existing/new employer partners			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of</p>

				<p>Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.11 Quality, Management and Assurance of provision	All references to Joint Delivery Partners – Health 2 Employment (H2E) / Genius Within			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.11 Quality, Management and Assurance of provision	All references to Multi-Disciplinary Team (MDT)			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial</p>

				<p>undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.11 Quality, Management and Assurance of provision	All references to existing/new partners /stakeholders/employers / Local Authorities			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.11 Quality, Management	Example of collaboratively helping a			<p>Shaw Trust considers the information</p>

<p>and Assurance of provision</p>	<p>partner organisation to improve performance section p5</p>			<p>contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
<p>Q1.4.12 Delivery Infrastructure</p>	<p>Fixed co-location and outreach sites throughout</p>			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future</p>

				<p>competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.14 Human Resources, Recruitment & Training	All references to Joint Delivery Partners – Health 2 Employment (H2E) / Genius Within (GW)			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.14 Human Resources, Recruitment & Training	All references to Multi-Disciplinary Team (MDT) approach and structure			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2)</p>

				<p>of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.14 Human Resources, Recruitment & Training	Outline of delivery team p3/4			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.14 Human Resources, Recruitment & Training	Caseload size p3, p4			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of</p>

				<p>Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.14 Human Resources, Recruitment & Training	Minimum staff/participant ratio p4			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.15 Management Structure	Proposed management structure section p3			<p>Shaw Trust considers the information contained in this clause to be commercially</p>

				<p>sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.16 Appendix 4 – Delivery Infrastructure	Column B Delivery Locations			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p>

				Time period applicable to any sensitivity: Indefinitely
Q1.4.17 Implementation	Key milestones and timescales section p3			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.16 Implementation	Timeline/key activities to secure and set up delivery locations section p4			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in</p>

				<p>terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.16 Implementation	Key risks and mitigations			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.16 Implementation	Names			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information</p>

				<p>in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>
Q1.4.18 Appendix 5 Implementation plan	Full document			<p>Shaw Trust considers the information contained in this clause to be commercially sensitive due to its exposure of elements of Shaw Trust's, commercial undertakings. Shaw Trust considers this section to be exempt under Clause 43, Subsections (1) and (2) of the Freedom of Information Act- Commercial Interests as placing this information in the public domain will be prejudicial to our and our sub-contractors' commercial interests in terms of future competition and it also constitutes a trade secret.</p> <p>Time period applicable to any sensitivity: Indefinitely</p>

- 2 The Authority will consult with the Contractor on any request for information, identified as Commercially Sensitive, under the FOIA.
- 3 The Authority reserves the right to disclose any Commercially Sensitive Information held within this Contract in response to a request under the FOIA as set out at clause E5 of this Contract.
- 4 The Authority will automatically publish all information provided by the Contractor not identified in this Schedule as constituting Commercially Sensitive Information provided that it satisfies the requirements of the FOIA.
- 5 The Authority reserves the right to determine whether any information provided in this Schedule does constitute Commercially Sensitive Information prior to publication.

