

**Schedule 9B****Commercially Sensitive Information – Supplier B**

- 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:

Table 1: Commercially Sensitive Information

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
<b>1</b>	Any time during the Term or the Contract negotiations.	All information relating to the Financial Transparency Objectives, Open Book Data, Onerous Contracts, Financial Model, Financial Reports (and such equivalent reports of the Supplier's Key Sub-contractors) disclosed by or on behalf of the Supplier and its Affiliates and Sub-contractors in connection with Schedule 19, and the exercise of the Authority's audit rights.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>2</b>	Any time during the Term or the Contract negotiations.	All information relating to the financial standing of the Supplier and its Affiliates and Sub-contractors' disclosed by or on behalf of those parties in connection with this Contract, and the occurrence and/or consequences of any Financial Distress Events.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>3</b>	Any time during the Term or the Contract negotiations.	All information revealing the pricing or financial modelling set out in Schedule 15.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>4</b>	Any time during the Term or the Contract negotiations.	All information identifying third parties and which is subject to an obligation of confidentiality to that third party including (but not limited to): (i) the Supplier's and its Affiliates' and Sub-contractors' relationships with third party suppliers; and (ii) the Supplier's and its Affiliates' and Sub-contractors'	The later of: (i) the duration of the Term and for a period of seven (7) years thereafter; and (ii) the duration of the Supplier's and its Affiliates' and

*Synergy ERP/SI Services Contract*  
*Schedule 9B (Commercially Sensitive Information – Supplier B)*

		credentials and references for work for other clients.	Subcontractors' duty of confidentiality to the relevant third party.
<b>5</b>	Any time during the Term or the Contract negotiations.	All Personal Data, and all other information relating to individuals including, but not limited to, CVs, biographies, pen portraits, and client contact details.	Indefinitely.
<b>6</b>	Any time during the Term or the Contract negotiations.	All information provided by or on behalf of the Supplier and its Affiliates' and Sub-contractors to the Benchmarkers in the course of any benchmarking exercise, and any report generated by the Benchmarkers as a result of such exercise.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>7</b>	Any time during the Term or the Contract negotiations.	All information relating to the Supplier's and its Affiliates' and Sub-contractors' business plans, strategy, competitive position, approach, and methodologies.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>8</b>	Any time during the Term or the Contract negotiations.	All technical information relating to the Supplier Solution.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>9</b>	Any time during the Term or the Contract negotiations.	Project Specific IPRs, Supplier Background IPRs and Intellectual Property Rights subsisting in the Supplier Software, Third Party IPRs and Intellectual Property Rights subsisting in any Third Party Software, and any embodiments, modifications and/or enhancements to these.	The later of: (i) the duration of the Term and for a period of seven (7) years thereafter; and (ii) the duration of the applicable intellectual property protection.
<b>10</b>	Any time during the Term or the Contract negotiations.	All information relating to the Supplier's and its Affiliates' and Sub-contractors' insurance arrangements and accounts that have not been subject to public reporting.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>11</b>	Any time during the Term or the Contract negotiations.	All information relating to the existence or terms of any Guarantee.	For the duration of the Term and for a period of seven (7) years thereafter.

*Synergy ERP/SI Services Contract*  
*Schedule 9B (Commercially Sensitive Information – Supplier B)*

<b>12</b>	Any time during the Term or the Contract negotiations.	All information relating to the existence or terms of the Consortium Agreement.	Indefinitely.
<b>13</b>	Any time during the Term or the Contract negotiations.	All information relating to the terms of any Sub-contract between the Supplier and its Sub-contractors.	Indefinitely.
<b>14</b>	Any time during the Term or the Contract negotiations.	Reports and any other information relating to the Supplier's and its Affiliates' and Sub-contractors' business continuity plan(s) and disaster recovery plan(s).	For the duration of the Term and for a period of seven (7) years thereafter.