

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

- 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	Supplier A's Financial Model and/or pricing information contained in Schedule 15 (Charges and Invoicing) and Schedule 34 (ERP Supplier Terms).	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	Supplier A's Intellectual Property Rights that are not in the public domain.	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	Information not in the public domain relating to Supplier A's and/or the Supplier A Supplier Group's business or investment/ divestment plans, or financial standing as requested by the Authority.	For the duration of the Term.
<b>4</b>	Any time during the Term or the Contract negotiations	All Personal Data. Terms and conditions of employment for Supplier A's Supplier Personnel or other employees.	For the duration of the Term and for a period of seven (7) years thereafter.
<b>5.</b>	Any time during the Term or the Contract negotiations	Details of Supplier A's insurance arrangements (except for any details in respect of which disclosure is expressly permitted under Schedule 6A (Insurance Requirements)).	For the duration of the Term and for a period of seven (7) years thereafter.
<b>6</b>	Any time during the Term or the Contract negotiations	Reports and any other information related to Supplier A's business continuity plan(s) and disaster recovery plan(s).	For the duration of the Term and for a period of

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			seven (7) years thereafter.
<b>7</b>	Any time during the Term or the Contract negotiations	Information relating to Supplier A's customers (other than the Authority, and when shared for reference purposes) and associated case studies referred to in the final tender.	For the duration of the Term.
<b>8</b>	Any time during the Term or the Contract negotiations	All information relating to the existence or terms of the Consortium Agreement.	Indefinitely.