

**SCHEDULE 4.2**

**COMMERCIALLY SENSITIVE INFORMATION**

**SCHEDULE 4.2****COMMERCIALLY SENSITIVE INFORMATION****1 INTRODUCTION**

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to this Agreement under Clauses 21.8 to 21.10 (*Transparency*) or following a Request for Information pursuant to Clause 22 (*Freedom of Information*) of this Agreement.
- 1.2 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/EIRs.
- 1.3 Where possible, the Parties have sought to identify where any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA/EIRs or Clause 21.8 to 21.10 (*Transparency*), the Authority will, acting reasonably but in its sole discretion, seek to apply the relevant exemption set out in the FOIA/EIRs to the following Information:

**TABLE A: COMMERCIALLY SENSITIVE INFORMATION**

<b>Date</b>	<b>Description of Item(s)  (must also include Supplier's reason why the item should be considered commercially sensitive and justification for the duration)</b>	<b>Duration of Confidentiality</b>	<b>Is description of item as appears on this list sensitive? (Y/N)</b>
24.09.14	[Redacted]	10 years	Y
24.09.14	[Redacted]	10 years	Y
24.09.14	[Redacted]	10 years	Y
24.09.14	[Redacted]	Perpetuity	Y

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Date	Description of Item(s)  (must also include Supplier's reason why the item should be considered commercially sensitive and justification for the duration)	Duration of Confidentiality	Is description of item as appears on this list sensitive? (Y/N)
24.09.14	[Redacted]	10 Years	Y
12.09.14	[Redacted]	10 Years	Y
24.09.14	[Redacted]	10 Years	Y