Schedule 4.2 - Lot 3

Commercially Sensitive Information

Version 4.0

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CHANGE HISTORY

Version No.	Date	Details of Changes included in Update	Author(s)	Document Number
4.0	23.10.15	Execution version	ESMCP	36020872.08

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1 Commercially Sensitive Information

1.1 The Supplier has designated the following items as Commercially Sensitive Information:

No.	Date	Item(s)	Duration of Confidentiality
1	31/10/2014 – Effective Date	EE's entire response to the ITT and entire response to the Authority's Invitation to Submit a Best and Final Offer ("ITSB"); and any other statements, submissions, documents or information submitted to the Authority as part of the procurement process up to the Effective Date (together the "**Response**"). EE is of the view that the entire Response should be treated as Commercially Sensitive Information. This is on the basis that the Response contains, in various parts, detailed descriptions on how the EE network is configured and run, together with details about our future plans for the network and our service offerings, our arrangements with third parties (including network sharing) as well as highly sensitive information on the costs that EE incurs in providing mobile telephony services – all of which would have a materially detrimental impact on EE should it be released into the public domain. EE also considers certain information contained in the Response may need to be kept confidential and not be disclosed to any third party to safeguard national security. Commercially Sensitive Information in the Response includes, but is not limited to the following sections of the ITT and EE's Best and Final Offer listed in rows 2 – 10 below:	[…..✂…..]
2	31/10/2014 – Effective Date	**Commercially sensitive information including proprietary technical intellectual property and network design information**: EE's response to Schedule 2.1,	[…..✂…..]

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		paragraph 3.1 to 3.5. Specific details about EE's network capacity, configuration, test results, reports and development plans	
3	31/10/2014 – Effective Date	**Confidential financial information and arrangements with joint venture partners, shareholders and suppliers**: EE's response to Schedule 2.1, paragraph 3.7.	[…..✂…..]
4	31/10/2014 – Effective Date	**Commercially sensitive information including proprietary technical intellectual property and network design information**: EE's response to Schedule 2.1, paragraph 7.1, 7.2.	[…..✂…..]
5	31/10/2014 – Effective Date	**Commercially sensitive information including proprietary technical intellectual property and network design information:** EE's response to Schedule 2.1, paragraph 7.3 to 7.5. Specific details about EE's network capacity, design, reports and development plans	[…..✂…..]
6	31/10/2014 – Effective Date	**Commercially sensitive information including proprietary technical intellectual property and security information**: EE's response to Schedule 2.1, paragraph 8.1 to 8.3.	[…..✂…..]
7	31/10/2014 – Effective Date	**Commercially sensitive information including proprietary technical intellectual property and security information**: EE's response to Schedule 2.1, paragraph 9.1 to 9.3 (including all reports listed in annex D) and 11.	[…..✂…..]
8	31/10/2014 – Effective	**Commercially sensitive information including proprietary technical**	[…..✂…..]

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	Date	**intellectual property and network design information**: EE's response to Schedule 2.1, paragraph 9.4, 9.5. EE network coverage details, design, specification, reports and development plans.	
9	31/10/2014 – Effective Date	**Confidential financial information and arrangements with joint venture partners, shareholders and suppliers**: EE's response to Schedule 7, all paragraphs. Contains extensive financial information from EE and third parties.	[…..✂…..]
10	31/10/2014 – Effective Date	**Commercially sensitive information including proprietary technical intellectual property and security information:** EE's response to Schedule 8.4, all paragraphs. All reports and information provided in compliance with Schedule 8.4 prior to the Effective Date.	[…..✂…..]
11	During or after the Term	**Arrangements with joint venture partners, shareholders and suppliers:** Information provided to the Authority whether before, on or after the Effective Date in respect of which EE owns an obligation of confidence to a third party and which is either marked as 'confidential' or 'commercially sensitive' or which a reasonable business person would consider to be confidential or commercially sensitive.	[…..✂…..]
12	During or after the Term	**Confidential financial information and arrangements with joint venture partners, shareholders and suppliers:** Any specific details pertaining to EE's roaming partners excluding Roaming	[…..✂…..]

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		footprint and Roaming partners provided to the Authority or that the Authority becomes aware prior to the Effective Date or during the term of the Agreement, the Framework Agreement and each Call-Off Contract entered into under it (as defined in the Framework Agreement) or during the Termination Assistance Period.	
13	During or after the Term	**Commercially sensitive information including proprietary technical intellectual property and security information:** All process and procedure documents, reports produced during performance of the Services, asset register, and content of databases (e.g. CMDb) or other service management systems (e.g. network event logs).	[…..✂…..]
14	During or after the Term	**Commercially sensitive information including proprietary technical intellectual property and security information**: Network data outputs including Telecommunications Data e.g. Communication Data Records (CDRs), operational data and event logs.	[…..✂…..]
15	During or after the Term	**Commercially sensitive information including proprietary technical intellectual property and network design information:** EE network coverage details including and not limited current and planned coverage maps, link budgets, design, specification, reports and development plans.	[…..✂…..]
16	During or after the Term	**Commercially sensitive information including proprietary technical intellectual property, security and network design information:** Details of EE network and resilience, including any performance results or	[…..✂…..]

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		other reports. Including and not limited too SLA reports, incident reports	
17	During or after the Term	**Commercially sensitive information including proprietary technical intellectual property and security information:** All reports and information provided in compliance with Schedule 8.4.	[…..✂…..]
18	During or after the Term	**Confidential financial information and arrangements with joint venture partners, shareholders and suppliers:** Any and all financial information of EE, its Affiliates, its network partners, its Sub-contractors and Key Sub-contractors.	[…..✂…..]
19	During or after the Term	**EE considers that the following information is likely to contain a mixture of commercially sensitive information including proprietary intellectual property, security information, network design and operation information, financial information, information about arrangements with network partners, suppliers and shareholders and trade secrets:** All confidential and/or commercially sensitive information (however recorded, preserved or disclosed) disclosed by EE, its Affiliates, Supplier Personnel or network partners to the Authority or any Other ESN Supplier, any User Organisation or any of their staff, employees, consultants, representatives and contractors including any information: (a) notified to the Authority or any Other ESN Supplier, any User Organisation or any of their staff, employees, consultants, representatives and contractors as 'confidential' or	[…..✂…..]

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		'commercially sensitive' information' or which is marked as 'confidential' or 'commercially sensitive' information'; or (b) that would be regarded as confidential or commercially sensitive information by a reasonable business person relating to: (i) the business, affairs, customers, suppliers, plans, intentions, or market opportunities of EE, its Affiliates, network partners, Sub-contractors and Key Sub-contractors; and (ii) the operations, processes, service information, know-how or trade secrets of EE, its Affiliates, network partners, Sub-contractors and Key Sub-contractors; and any information or analysis derived from such confidential or commercially sensitive information.	

Schedule 4.2: Table 1.1, Commercially Sensitive Information

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