



## Schedule 9 – Commercially Sensitive Information

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## Schedule 9 (Commercially Sensitive Information)

### 1 What is the Commercially Sensitive Information

- 1.1 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.
- 1.2 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.
- 1.3 Without affecting the Authority's obligation to disclose Information in accordance with FOIA or Clause 34 (When you can share information), the Authority will, in its sole discretion, seek to apply the relevant exemption set out in the FOIA to the following Information:

**Supplier Name:**

| INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BASIS OF COMMERCIAL SENSITIVITY                                                | PERIOD CLASSED AS COMMERCIALLY SENSITIVE INFORMATION |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------|
| <p>Detailed Supplier cost information as set out in the following tables in the Financial Model:</p> <ul style="list-style-type: none"><li>i.Build Plan - Infra Levels</li><li>i.Build Plan - Infrastructure</li><li>i.Build Plan - Network Links</li><li>i.Products and Services</li><li>i.Take up - Connections</li><li>i.Take up - Disconnections</li><li>i.Eligible Cost - Stage One</li><li>i.Eligible Cost - Stage Two</li><li>i.Upfront Product Costs</li><li>i.Recurring Product Costs</li><li>i.In-Life Network Costs</li></ul> | <p>Price points may give away a competitive advantage of a given supplier.</p> | <p>For the Contract Period.</p>                      |



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| Financial Distress Event information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | This information if made public may be damaging to Supplier's reputation/business (incl. share price). | The period that the information remains confidential under the terms of this Contract.                                                                                                                                                                                                    |
| Supplier Technical Solution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | This information if made public may give a commercial advantage to competitors.                        | <p>The period that the information remains confidential under the terms of this Contract.</p> <p>Information detailing the as-built Network for Stage Two (Build) shall not be Commercially Sensitive Information from the date the Stage Two (Build) Complete Milestone is Achieved.</p> |
| <p>Wholesale Access Prices Benchmarking data, including identifying which Benchmark Data has been identified against which Wholesale Access Products and Services and Wholesale Passive Products in this Contract.</p> <p>Unless and to the extent such information may need to be published to meet any transparency requirements under the Subsidy Control Regime and/or may need to be disclosed as part of responding to a formal Subsidy Control Regime complaint, inquiry, investigation or other enforcement action.</p> | This information if made public may give a commercial advantage to the competitors of the Supplier.    | The period that the information remains confidential under the Terms of this Contract.                                                                                                                                                                                                    |
| Supplier information concerning its economic and financial standing, technical and professional ability and compliance with legislation and standards, as provided as part of its ITT response.                                                                                                                                                                                                                                                                                                                                 | This information if made public may be damaging to Supplier's reputation/business (incl. share price). | The period that the information remains confidential under the terms of this Contract.                                                                                                                                                                                                    |



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| Records of governance discussions and other written information obtained by the Authority pursuant to the Contract but only to the extent to which they comprise (i.e. include) Commercially Sensitive Information identified in the above rows of this table.                                                                                                                                 | See applicable row(s) above.                                                                                                                                                  | The period that the information remains confidential under the terms of this Contract. |
| <p>(i) take-up data specified to the level of individually identified End User Premises; or</p> <p>(ii) fully comprehensive or other large scale release of take-up data identified against Structure for the Network (noting that it is recognised that the Authority is likely to release ad hoc single or Structure cluster take-up details as part of publicity or marketing efforts).</p> | <p>This information if made public may:</p> <p>(a) give a commercial advantage to competitors; and/or</p> <p>(b) create unintended expectation/reliance by third parties.</p> | The period that the information remains confidential under the terms of this Contract  |