

## Joint Schedule 4 (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 and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	Contract Start Date	Call-Off Schedule 5 (Pricing Details) including but not limited to any Costs breakdown (fees; forecasts; Information obtained from the Supplier relating to the pricing of project related risks; indexation, financial adjustments.	Full Contract Term and six years thereafter.
2	Contract Start Date	Call-Off Schedule 4 (Call Off Tender)	Full Contract Term and six years thereafter.
3	Contract Start Date	Call-Off Schedule 23 (HMRC Mandatory Terms) - Annex 3 Security Questionnaire	Full Contract Term and six years thereafter.
4	Contract Start Date	Supplier Financial data and Supplier Confidential Information as detailed in Joint Schedules 7 (Financial Difficulties), 7.5 (Financial Reports, Audit and Risk), 7.7 (Financial Model) and Schedule 8.4 (Reports and Records Provision).	Full Contract Term and six years thereafter.
5	Contract Start Date	The Supplier's Security Management Plan as detailed in Call-Off Contract Schedule 9 (Security).	Full Contract Term and six years thereafter.

