

**SCHEDULE 3.2**

**COMMERCIALY SENSITIVE INFORMATION**

## VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
0.1	27 July 2016	Preliminary draft template version made available for general comment
0.2	2 September 2016	Uplifted draft, following feedback, made available for final comment
<a href="#">0.3</a>	<a href="#">25 October 2016</a>	<a href="#">Uplifted following local body and supplier feedback</a>

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## **SCHEDULE 3.2 – COMMERCIALLY SENSITIVE INFORMATION**

### **1. BACKGROUND**

- 1.1 This Schedule 3.2 sets out the information that the Parties agree be treated as Commercially Sensitive Information for the corresponding purposes identified in Clauses 49 and 50.
- 1.2 For the avoidance of doubt, the content of the table below should not be construed so as to purportedly indicate any extension of the scope of the Authority's statutory obligations under FOIA or the Environmental Information Regulations to disclose Information.
- 1.3 Subject to Clause 49.3 and 50.3, as well as any requirement of Law, the Authority shall not disclose information marked with a 'Y' in the final column of the following table to any other Local Body (for the duration specified) for the purposes of Clause 50.6.2.

## 2. COMMERCIALY SENSITIVE INFORMATION

INFORMATION	BASIS OF COMMERCIAL SENSITIVITY*	PERIOD CLASSED AS COMMERCIALY SENSITIVE INFORMATION	RESTRICTION ON DISCLOSURE TO OTHER LOCAL BODIES (Cl. 50.6.4) (Y/N plus time period)*
1. Details of any new or anticipated Supplier or Sub-Contractor products and services received pursuant to this Contract which are not launched or otherwise in the public domain.	This information if made public may: (a) give a commercial advantage to competitors; and/or (b) create unintended expectation/reliance by third parties.	The period that the information remains confidential under the terms of this Contract (i.e. until it falls within Clause 50.2).	N
2. The Project Model, C6 Financial Reports and Project Accounts.  Except that each of the following, whether modelled, actual or forecast for the Project (including for aggregated amounts, then current aggregate amounts at the time concerned, not just final totals), are not in any event Commercially Sensitive Information for the purposes of this table: <ul style="list-style-type: none"> <li>• The Milestone Payments;</li> <li>• Aggregate NGA Network Build Costs;</li> <li>• Aggregate Supplier NGA Network Build Investment;</li> <li>• Aggregate Supplier investment;</li> <li>• Aggregate Clawback amounts;</li> <li>• Aggregate End User Premises passed;</li> <li>• Aggregate Structures per Solution Component</li> <li>• Aggregate End Users connected;</li> <li>• Project Investment Ratios;</li> <li>• Outturn Investment Ratios.</li> </ul>	This information if made public may: (a) give a commercial advantage to the competitors of the Supplier; and/or (b) be damaging to Supplier's business.	The period that the information remains confidential under the terms of this Contract (i.e. until it falls within Clause 50.2).	Y - The period that the information remains confidential under the terms of this Contract (i.e. until it falls within Clause 50.2).  Note: The Programme Authority shall be permitted to collate and circulate to Local Bodies Project Model, C6 Financial Reports and Project Accounts data on an aggregated anonymised basis.
3. 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 (i.e. until it falls within Clause 50.2).	N
4. The Supplier Solution as set out in Schedule 3.1 (excluding the Speed and Coverage Template and any other aspects otherwise specifically provided for within this table).  The Speed and Coverage Template is not Commercially Sensitive Information. <a href="#">If publishing the Speed and Coverage Template or its content, where and to the extent planned roll-out is yet to be completed, the Authority shall include a</a>	This information if made public may give a commercial advantage to competitors.	Until the expiry of the Commission Decision.  Information detailing the as-built Network for a Phase shall not be Commercially Sensitive Information from Achievement of the M2 Milestone for that Phase.	Y - Until the expiry of the Commission Decision

INFORMATION	BASIS OF COMMERCIAL SENSITIVITY*	PERIOD CLASSED AS COMMERCIALY SENSITIVE INFORMATION	RESTRICTION ON DISCLOSURE TO OTHER LOCAL BODIES (Cl. 50.6.4) (Y/N plus time period)*
<a href="#">suitable caveat acknowledging that this roll-out may be subject to change.</a>			
5. Appendix 4 to Schedule 4.1 - Survey Assumptions	This information if made public may give a commercial advantage to competitors.	The period that the information remains confidential under the terms of this Contract (i.e. until it falls within Clause 50.2).	Y - Until the expiry of the Commission Decision
6. The Project Plan (not the Implementation Plan).  This shall not restrain disclosure of any phased roll out information to be published in coverage maps, post code checkers or equivalent.	This information if made public may: (a) give a commercial advantage to competitors; and/or (b) create unintended expectation/reliance by third parties.	Up to the Full Service Commencement Date.	Y - Up to the Full Service Commencement Date.
7. Wholesale Access Prices Benchmarking data, including identifying which Benchmark Data has been identified against which Wholesale Access Products and Services in this Contract.  Unless and to the extent such information may need to be published to meet transparency requirements under the Commission Decision and/or may need to be disclosed as part of responding to a formal State aid complaint.	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 (i.e. until it falls within Clause 50.2).	N
8. The Supplier's ITT Response to the extent falling within the classification of Commercially Sensitive Information identified in the above rows of this table.	See applicable row(s) above.	See applicable row(s) above.	See applicable row(s) above.
9. 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 (i.e. until it falls within Clause 50.2).	Y
10. The Schedule 6.4 reports, subject to the following:  C1, C2 and C9 reports – Commercially Sensitive Information except this shall not, for the avoidance of doubt, vary the classification status of the Implementation Plan or any of the other matters specifically excluded from being Commercially Sensitive Information in this table; C3 report – not Commercially Sensitive Information save to the extent of (i) take-up data specified to the level of individually	This information if made public may: (a) give a commercial advantage to competitors; and/or (b) create unintended expectation/reliance by third parties.	Term	N

INFORMATION	BASIS OF COMMERCIAL SENSITIVITY*	PERIOD CLASSED AS COMMERCIALY SENSITIVE INFORMATION	RESTRICTION ON DISCLOSURE TO OTHER LOCAL BODIES (Cl. 50.6.4) (Y/N plus time period)*
<p>identified End User Premises; <a href="#">or (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);</a></p> <p>C4 report – Commercially Sensitive Information unless and to the extent that such activities are publically funded;</p> <p>C5 report – Commercially Sensitive Information save to the extent of data included in this report on Structures at capacity that are causing Service Levels to be exceeded (along with timescales to add additional capacity);</p> <p>C6 – see row 2 above;</p> <p>C7 – Commercially Sensitive Information unless and to the extent such information may need to be published to meet transparency requirements under the Commission Decision and/or may need to be disclosed as part of responding to a formal State aid complaint;</p> <p>C8 – only the identities of the SMEs is treated as Commercially Sensitive Information;</p> <p>C11 – see row 7 above.</p>			
<p><del>10.11. Governance</del> <a href="#">Records of governance</a> discussions, <del>records</del> and other <a href="#">written</a> information obtained by the Authority pursuant to the Contract <a href="#">but only</a> to the extent <del>falling within the scope of or equivalent to information classified as to which they comprise (i.e. include)</del> Commercially Sensitive Information identified in the above rows of this table.</p>	See applicable row(s) above.	See applicable row(s) above.	See applicable row(s) above.

\*Note: In the event that any information noted in this table enters the public domain, ~~this period of sensitivity is removed and there shall it will no longer represent Commercially Sensitive Information for the purposes of this Contract – accordingly the classification period noted above would no longer apply and there would~~ be no restriction ~~of~~ [on](#) disclosure to other Local Bodies.