

**46. SCHEDULE 46:**

**COMMERCIALLY SENSITIVE  
INFORMATION**

**Part 1: Commercially  
Sensitive Contractual  
Information**

**Part 2: Commercially  
Sensitive Material**

## **Schedule 46 (Commercially Sensitive Information)**

### **Part 1: Commercially Sensitive Contractual Provisions**

<b>Column 1</b>	<b>Column 2</b>
<b>Commercially Sensitive Contractual Provisions</b>	<b>For period ending on date below</b>
<b>PROJECT AGREEMENT</b>	
Clause 110 (Financial Adjustments)	Expiry Date
Clauses 115 (Indemnities)	Expiry Date
<b>SCHEDULE 1 (DEFINITIONS)</b>	
"Appeal Contingency"	Expiry of final Challenge Period
"Authority Default" – limb (a) and (b) – amount only	Expiry Date
"Base Case Equity IRR"	Expiry Date
"Base Senior Debt Termination Amount"	Expiry Date
"Contractor Default" – limbs (k) and (l)	Expiry Date
"Discount Rate"	5 years from date of Contract
"Excusing Causes"	Date Satisfactory Planning Permission granted
"Initial Financing Agreements"- fee letters only	Full Service Commencement Date
"Project IRR"	Expiry Date
"Satisfactory PPC Permit"	Date Satisfactory PPC Permit granted
"Threshold Equity IRR"	Expiry Date
<b>SCHEDULES TO PROJECT AGREEMENT</b>	
Schedule 3 (Contractor's Services Proposals) – subject always to Note 1 below*	Expiry Date
Schedule 12 (Final Design Proposals)	Date of submission of Planning Application for

<b>Column 1</b>	<b>Column 2</b>
<b>Commercially Sensitive Contractual Provisions</b>	<b>For period ending on date below</b>
	each relevant Facility
<p>Schedule 16 (Construction Contract)</p> <p>Provided always that the Parties have only agreed to treat as Commercially Sensitive Information the following aspects of Schedule 16:</p> <ul style="list-style-type: none"> <li>• "Contract Sum"</li> <li>• "Contract Sum Analysis"</li> <li>• information relating to the design and programming of the relevant Facility</li> </ul> <p>For the avoidance of doubt, the remainder of Schedule 16 is not Commercially Sensitive Information.</p>	5 years from Contract Commencement Date
Schedule 19 (Acceptance Criteria and Testing)	Full Service Commencement Date
Schedule 20 (Availability)	Expiry Date
Schedule 26 (Payment Mechanism) – subject always to Note 1 below*	Expiry Date
Schedule 27 (Performance Framework) – subject always to Note 1 below*	Expiry Date
Schedule 28 (Operating Sub-Contract) – references to pricing and payment information only	Expiry Date
Schedule 28 (Landfill Sub-Contract) – references to pricing and payment information only	Expiry Date
Schedule 30 (Cost Apportionment Table)	Expiry Date
Schedule 31 (Waste Law List)	5 years from Contract Commencement Date
Schedule 37 (IPRSS) – "Base Cost" figure only	Expiry Date
Schedule 33 (Financial Model and Base Case)	Expiry Date
Schedule 39 (Unitary Charge Adjustment	Expiry Date

<b>Column 1</b>	<b>Column 2</b>
<b>Commercially Sensitive Contractual Provisions</b>	<b>For period ending on date below</b>
Protocol)	
Schedule 42 (Financing Agreements)	Expiry Date
Schedule 46 (Commercially Sensitive Information)	Expiry Date
Schedule 47 (TUPE and Pensions)	Expiry Date

\*Note 1: Without prejudice and always subject to Clause 121 (Freedom of Information and Confidentiality) the Parties agree that Schedules 3, 26 and 27 will be treated as Commercially Sensitive Information subject to the following:

1. The Contractor acknowledges that the Authority is likely to receive requests for information in relation to payment for and performance of the Services;
2. If the Authority receives such requests:
  - the contents of Schedules 3, 26 and 27 will not be disclosed by the Authority automatically;
  - the Authority will consider any requests on their merits;
  - if the Authority is minded to disclose any such Schedules or parts thereof on the basis such information is not exempt from disclosure under section 41 of the FOIA, it shall notify the Contractor in writing and allow the Contractor an opportunity to object to such disclosure within 5 Business Days of such notice being received by the Contractor;
  - if the Contractor objects to such disclosure, the Authority will take the Contractor's reasonable views into account in deciding whether or not to disclose.