

McCarthy Tétrault LLP
PO Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673

Gordon M. Nettleton
Partner
Email: gnettleton@mccarthy.ca

**mccarthy
tétrault**

September 30, 2016

VIA RESS AND COURIER

Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, Ontario M4P 1E4

Dear Ms. Walli:

RE: EB-2016-0160 Hydro One Networks Inc. ("Hydro One") Notice of Motion to Review the OEB Decision on Confidentiality Request, EB-2016-0160 dated September 21, 2016 ("Confidentiality Decision")

In accordance with Rules 8 and 40-43 of the Ontario Energy Board's *Rules of Practice and Procedure*, please find enclosed Hydro One's motion requesting review and variance of the Confidentiality Decision.

Yours truly,

McCarthy Tétrault LLP

Per:

Gordon M. Nettleton

GMN
Enclosure

1 **IN THE MATTER OF** a cost of service application made by Hydro
2 One Networks Inc. Transmission with the Ontario Energy Board
3 (OEB) on May 31, 2016 under section 78 of the *Ontario Energy*
4 *Board Act*, 1998, S.O. 1998, c. 15, (Schedule B), seeking approval
5 for changes to its transmission revenue requirement and to the
6 Ontario Uniform Transmission Rates, to be effective January 1,
7 2017 and January 1, 2018.

8 **AND IN THE MATTER OF** the OEB Decision on Confidentiality
9 Request, EB-2016-0160 dated September 21, 2016.

10 **HYDRO ONE NETWORKS INC.**

11 **September 30, 2016**

12 **A. NOTICE OF MOTION**

13 Hydro One Networks Inc. ("**Hydro One**") hereby makes this motion to the Ontario Energy Board
14 ("**OEB**" or "**Board**") requesting that the Board review and vary its *Decision on Confidentiality*
15 *Request* dated September 21, 2016 ("**Confidentiality Decision**"), pursuant to Rules 8 and 40-
16 43 of the OEB's *Rules of Practice and Procedure* (the "**Rules**"). Hydro One requests review
17 and variance of the Confidentiality Decision pursuant to Rule 40.01, and that the Board stay the
18 Confidentiality Decision pending the determination of this motion pursuant to Rule 40.04.

19 In this motion, the specific relief Hydro One seeks is to file the entire Inergi Outsourcing
20 Agreement requested in Interrogatory I-2-11 (the "**Inergi Agreement**"), with only such
21 redactions necessary to protect sensitive information.

22 **B. GROUNDS FOR THE MOTION**

23 In this motion, Hydro One seeks review and variance of the finding in the Confidentiality
24 Decision requiring Hydro One to fully disclose all portions of the Inergi Agreement. The
25 Confidentiality Decision is unclear in its reasons why certain information found in the Inergi
26 Agreement should now be disclosed, namely, information related to (a) corporate security; (b)
27 areas beyond the scope of proceeding EB-2016-0160; and (c) pricing information historically
28 afforded confidential treatment (and thus not disclosed publicly due to the prejudicial impact to
29 Hydro One and ratepayers).

1 **C. FACTS IN SUPPORT OF THE MOTION**

2 **1. Background**

3 In accordance with Procedural Order No. 1, on August 31, 2016, Hydro One filed over 550
4 Responses to Interrogatory Requests (comprising of 5,507 pages) that were made by
5 intervening parties. All responses were prepared and filed within 13 business days. Building
6 Owners and Managers Association (“**BOMA**”) Interrogatory #11 requested a copy of the Inergi
7 Agreement. Hydro One’s Response was as follows:

8 “Please see attached a confidential copy of the requested agreement. Hydro One has
9 redacted all terms and conditions specifically relating to Customer Service Operations, as
10 these services are not provided to Hydro One’s transmission business and are therefore
11 beyond the scope of Hydro One’s current application. Also redacted is information that is
12 sensitive from a security viewpoint (e.g. server names, addresses etc.). If this
13 information were to be disclosed to the public, there is significant risk that individuals or
14 organizations could use the information to the detriment of Hydro One and Inergi”.¹
15 [Emphasis added]

16 On August 31, 2016, and in accordance with Rule 10 of the Board’s *Rules of Practice and*
17 *Procedure and Practice Direction on Confidential Filings*, Hydro One filed a formal request to
18 have the content of certain interrogatory responses kept confidential. A summary table was
19 included in this submission and provided general descriptions of the confidential documents and
20 the justifications relied upon to maintain confidential treatment of the information. As it
21 concerned BOMA Interrogatory #11, Hydro One stated:

22 “Inergi Outsourcing Agreement

23 This agreement is described in Exhibit C1, Tab 3, Schedule 2. The document contains
24 terms and conditions defining the scope of services, fees payable to Inergi for performing
25 the services, the governance structure and protocol applicable to the arrangement, and
26 the allocation of risk and responsibility between the parties for various related matters.

27 Inergi LP has requested that this document be treated confidentially as it contains very
28 commercially sensitive information which would be impactful to its commercial activities
29 outside of Hydro One.

¹ Hydro One Response to BOMA Interrogatory #11: EB-2016-0160, Exhibit I, Tab 2, Schedule 11, Page 1 of 1.

Portions of this agreement pertaining only to Hydro One's distribution business have been redacted."² [Emphasis added]

Reference to pricing information contained in the Inergi Agreement is, implicitly, commercially sensitive both to Hydro One's commercial interests and those affairs of Inergi LP.

Hydro One's concerns regarding the disclosure of pricing information were elaborated upon in its Reply Submission filed on September 16, 2016. Specific reference was first made to the fact that the same types of information found in prior outsourcing agreements between Hydro One and Inergi LP were afforded confidential treatment by the Board.³ With respect to pricing information, the Reply Submission stated:

"Hydro One also notes that the Inergi Agreement includes pricing information, which is highly sensitive, commercial information. Parties seeking to use this information for the purposes of presenting their case before the Board may do so through the proposed confidential treatment of the document."⁴

In summary, three substantive arguments were made to protect information from public disclosure:

1. Information contained in the Inergi Agreement pertaining to Hydro One's distribution business should be redacted and not placed on the record because it is not relevant to the present proceedings.
2. Information contained in the Inergi Agreement affecting the security of Hydro One's operations should be redacted because this information is highly sensitive and prejudicial to the ongoing operations and need to provide customers with safe and reliable transmission service.
3. Pricing information found in the Inergi Agreement is commercially sensitive to the affairs of both Hydro One and Inergi LP. Hydro One had a reasonable expectation that this information would be kept confidential and not disclosable to the public because of prior decisions made by this Board in this regard.

² Letter to Kirsten Walli, Board Secretary, re: EB-2016-0160 – Hydro One Networks Inc.'s 2017 and 2018 Transmission Cost-of-Service Application and Evidence Filing – Interrogatory Responses – Request for confidential treatment of certain documents (31 August 2016), Page 2 of 5.

³ Hydro One Reply Argument to Submissions on Confidentiality, EB-2016-0160 (16 September 2016) at pages 5-6.

⁴ *Ibid.*

The Confidentiality Decision may be described as having two components: (1) a discussion of the overall onus to justify confidentiality; and (2) individual findings regarding the specific documents in which confidential treatment was sought. With respect to the former, the Confidentiality Decision stated the following:

“The Practice Direction on Confidentiality makes it clear that placing materials on the public record is the rule and confidentiality is the exception. The onus is on the person requesting the confidentiality to demonstrate to the satisfaction of the OEB that confidential treatment is warranted in any given case and that any alleged harm outweighs the public interest. Utility agreements with third parties related to the provision of regulated services are typically placed on the public record unless compelling reasons are provided not to do so. Similarly, third party studies commissioned by a particular utility for use in relation to its utility business are of interest, not only to the OEB and intervenors, but also to the ratepayers who effectively fund these studies.”⁵ [Emphasis added]

With respect to the latter, the Board's Confidentiality Decision, as revised, stated the following in relation to the Inergi Agreement:

“Hydro One indicates that Inergi LP has requested that both these documents be treated confidentially because they contain information that is not in the public domain, the information is commercially sensitive and disclosure would adversely affect its commercial interests with other clientele.

With respect to the Outsourcing Agreement, Hydro One stated that portions of the agreement pertaining only to Hydro One's distribution business have been redacted.

SEC noted that Hydro One failed to provide any supporting rationale as to why the summary of Inergi's performance indicators are commercially sensitive and why disclosure would adversely affect its commercial interests with other clientele. With respect to the Outsourcing Agreement, SEC submitted that contract information entered into by a regulated entity and a service provider is readily provided in interrogatory responses and placed on the public record.

OEB staff submitted that this type of information is of interest to the OEB and that Hydro One has not provided any information as to why public disclosure of the information would adversely affect Inergi's commercial interests.”⁶

The Board's Confidentiality Decision, as revised, noted that portions of the Inergi Agreement had been redacted, but did not elaborate on why the redactions were impermissible. The Confidentiality Decision did not refer to Hydro One's position that the Inergi Agreement

⁵ Confidentiality Decision, Page 3 of 9.

⁶ Decision on Confidentiality Request (Revised), EB-2016-0160 (26 September 2016), at Page 4 of 9.

1 contained information affecting the security of its operations, such as its IT infrastructure and
2 applications.

3 Finally, while the reasons referenced above noted a general practice of agreements made with
4 utilities being placed on the public record, there was no discussion of past treatment of similar
5 information contained in past outsourcing agreements between Inergi LP and Hydro One. The
6 reasons did not include reference to any change in circumstance that might alter the parties'
7 reasonable expectation of similar treatment.

8 The following sections detail past treatment of agreements between Inergi LP and Hydro One,
9 and of pricing and other similar information. The Board has afforded confidential treatment of
10 similar information in four proceedings.

11 **2. 2005 Proceeding⁷**

12 In the 2005 Proceeding, Board Staff requested a copy of the "Hydro One-Inergi Outsourcing
13 Agreement."⁸ The Hydro One-Inergi Outsourcing Agreement referenced in the Board Staff
14 interrogatory response refers to the Master Services Agreement entered into by Hydro One and
15 Inergi LP on or about March 1, 2002, with a ten year term, expiring on February 29, 2013 (the
16 "**Original Inergi Agreement**").

17 Under the Original Inergi Agreement, Inergi provided "Base Services", which included Customer
18 Service Operations, Supply Management Services, Finance and Accounting, Information
19 Technology, HR Payroll, and Settlements, as well as "Project" services at predetermined rates.
20 Hydro One provided a summary of that agreement in its original application.⁹ Hydro One
21 provided an extensive summary of the Original Inergi Agreement in the 2005 Proceeding¹⁰,
22 which underwent "considerable scrutiny"¹¹ during the proceeding.

⁷ RP-2005-0020/EB-2005-0378.

⁸ Hydro One Response to OEB Staff Interrogatory #171 List 1: RP-2005-0020/EB-2005-0378, Exhibit H, Tab 1, Schedule 171, Page 1 of 2.

⁹ Hydro One – Inergi Outsourcing Agreement: RP-2005-0020/EB-2005-0378, Exhibit C1, Tab 3, Schedule 1, Page 1 of 68.

¹⁰ Hydro One – Inergi Outsourcing Agreement: RP-2005-0020/EB-2005-0378, Exhibit C1, Tab 3, Schedule 1.

¹¹ Decision with Reasons: RP-2005-0020/EB-2005-0378, issued April 12, 2006, at 14.

1 In response to Board Staff's interrogatory in the 2005 Proceeding to provide the Original Inergi
2 Agreement, Hydro One filed a redacted copy of the agreement. These redactions were made
3 for the following reasons:

4 "Some information in the Agreement is sensitive from a security viewpoint (e.g. server
5 names, addresses, etc.). In case this information were to be disclosed to the public, there
6 is significant risk that individuals/organizations could use the information to the detriment
7 of Hydro One and Inergi.

8 Portions of the Agreement are sensitive from a commercial perspective. In the process of
9 releasing the Agreement, Hydro One has had discussions with Inergi and upon Inergi's
10 request, has agreed to redact some commercially sensitive information. Inergi believes
11 that this information may flow to competitors, the marketplace and organizations, who
12 could then use it for their own commercial interests to the detriment of Inergi."¹²

13 Despite "considerable scrutiny" levied against the Original Inergi Agreement, to Hydro One's
14 knowledge there were no complaints respecting the redacted treatment of the Original Inergi
15 Agreement from either the Board or any of the participants in the proceeding. No parties raised
16 objections or otherwise argued with Hydro One's justification forwarded above, that portions of
17 the document are commercially sensitive.

18 **3. 2007 Proceeding¹³**

19 In the 2007 Proceeding, SEC requested that Hydro One provide a copy of its contract with
20 Inergi LP. This contract contained the same scope of work and was similar to the Original Inergi
21 Agreement. As in the 2005 Proceeding, Hydro One filed a redacted copy of the requested
22 agreement.¹⁴ No objections were raised.

23 **4. 2010 Proceeding¹⁵**

24 In the 2010 Proceeding, SEC requested that Hydro One "provide the new Inergi Agreement,
25 with a list of all changes from the existing agreement."¹⁶ The "new Inergi Agreement" did not
26 materially differ in its scope of work from the Original Inergi Agreement. In response to SEC's
27 interrogatory, Hydro One filed a redacted copy of the requested agreement. Neither the Board,

¹² Hydro One Response to OEB Staff Interrogatory #171 List 1: RP-2005-0020/EB-2005-0378, Exhibit H, Tab 1, Schedule 171, Page 1 of 2.

¹³ EB-2007-0681.

¹⁴ Hydro One Response to SEC Interrogatory #14 List 1: EB-2007-0681, Exhibit H, Tab 13, Schedule 14, Page 1 of 1.

¹⁵ EB-2010-0002.

¹⁶ Hydro One Response to SEC Interrogatory #6 List 1: EB-2010-0002, Exhibit I, Tab 7, Schedule 6, Page 1 of 2.

1 nor SEC, objected to the filing of a redacted version of the agreement. To Hydro One's
2 knowledge, no objections were raised by any other participants with respect to the redacted
3 version.

4 **5. 2013 Proceeding¹⁷**

5 In the 2013 Proceeding, SEC requested a copy of the agreement between Hydro One and
6 Inergi. The agreement requested in that proceeding had a similar scope, but different specific
7 terms, as the Inergi Agreement requested in the current proceeding. Material changes in the
8 Inergi Agreement had been set out in Hydro One's Application.¹⁸ In its interrogatory response,
9 Hydro One filed a copy of the redacted agreement, similar to what Hydro One had filed in its
10 past proceedings.¹⁹ Neither the Board, nor SEC, objected to Hydro One filing a redacted
11 version of the agreement. To Hydro One's knowledge, no objections were raised by any other
12 participants with respect to the redacted version.

13 In the same proceeding, Hydro One requested confidential treatment of a benchmarking study
14 of Inergi fees. Hydro One originally filed the document with its fee and unit cost amounts
15 redacted, indicating that disclosure of pricing would harm both parties' commercial interests:
16 Hydro One in relation to its negotiations with other vendors, and Inergi in its customer
17 relationships. The Board required an unredacted copy of the benchmarking study to be filed,
18 but afforded the document confidential treatment due to the pricing information it contained.
19 The decision states, "[T]he Board recognizes the concerns of Inergi regarding public
20 dissemination of unit price information, and will keep this information confidential."²⁰

21 The basis for confidential treatment of that document was self-evident, as the benchmarking
22 study dealt with outsourcing costs. Not only does publicly disclosing the price of outsourcing
23 affect the negotiating positions of the parties involved, but lack of confidentiality in
24 benchmarking and similar initiatives has a chilling effect on parties' willingness to participate.
25 Public disclosure of pricing prejudices Hydro One and ratepayers in respect of future negotiating

¹⁷ EB-2013-0416.

¹⁸ Hydro One Application: EB-2016-0160, Exhibit C1, Tab 3, Schedule 2.

¹⁹ Hydro One Response to SEC Interrogatory #20: EB-2013-0416, Exhibit I, Tab 3.01, Schedule 9, Page 1 of 1.

²⁰ Decision and Order on Confidentiality and Motion: EB-2013-0416, filed August 25, 2014, at 6.

positions, and public disclosure of benchmarking or similar performance information prejudices the Board's ability to use that information in its decision-making.²¹

D. SUBMISSIONS

Hydro One submits that the above details respecting the Board's treatment of similar agreements and information cast at least some reasonable doubt on the correctness of the Confidentiality Decision, and specifically afford the opportunity to come to an alternative solution.

The reasons provided do not make it clear why security information and information concerning Hydro One's distribution business should be disclosed, and the Confidentiality Decision does not speak to Hydro One's concerns regarding such disclosures. Moreover, the Confidential Decision does not provide discussion as to why prior confidential treatment of the Inergi Agreement is no longer appropriate. No changes in facts or circumstances were raised by any party addressing this point. While a general principle favouring disclosure was cited, the individual facts and circumstances involving Inergi LP and Hydro One, and specifically the past confidential treatment of outsourcing agreements between the parties, were not discussed in the Confidential Decision.

If unit pricing information is not redacted, benchmarks would be made available for future potential bidders of outsourcing contracts that involve Hydro One. Disclosure of this information reduces Hydro One's likelihood of receiving the lowest cost bids. This hampers Hydro One's ability to negotiate the lowest cost outsourcing agreements and thus consequently is not in the best interests of ratepayers.

Allowing unit pricing information to be redacted is, again, consistent with the Board's prior treatment of similar information. Consistency is a valuable feature of regulatory decisions, as it allows parties a measure of predictability in their behaviour and submissions to regulators. Hydro One submits that in this instance, there is significant value in the Board deciding on disclosure of the Inergi Agreement in a manner consistent with its past decisions. As the Supreme Court of Canada ("**SCC**") has stated, "Consistency is a desirable feature in

²¹ Another example of a publicly useful practice being discontinued due to confidentiality concerns is the Canadian Electricity Association's decision to shelve its Committee on Corporate Performance and Productivity benchmarking activities: EB-2013-0416, Transcript Vol 3, pp 22-23 and 160.

1 administrative decision-making. It enables regulated parties to plan their affairs in an
2 atmosphere of stability and predictability.”²²

3 Hydro One’s proposed solution, to redact the Inergi Agreement as described below, accords
4 with past practices which have been acceptable to the parties and the Board. Further, in its
5 protection of pricing information, Hydro One’s proposed solution aligns with ratepayers’
6 interests. As is the case with the current Inergi Agreement, these types of arrangements are
7 negotiated through a competitive bid Request For Proposal (RFP) process. Hydro One seeks to
8 ensure that such commercial processes are not compromised by undue access to information
9 about past behaviour – such as past pricing practices. Rather, Hydro One seeks to have RFP
10 participants base their decisions upon their own internal cost structures. Disclosure of past
11 pricing information disturbs this dynamic. It places information in the public domain that is then
12 allowed to influence pricing behaviour in the future and by potential service providers. This
13 unnecessarily and adversely influences Hydro One’s ability to negotiate the best arrangements
14 on behalf of its ratepayers.

15 1. Hydro One’s Proposal

16 Further to Hydro One’s correspondence to the Board dated September 26, 2016, Hydro One
17 has had discussions with two intervenors in order to consider whether providing a copy of the
18 Inergi Agreement with limited redactions is a workable solution to balance parties’ participatory
19 interests with confidentiality concerns.

20 As a result of these discussions, Hydro One now proposes to place the Inergi Agreement on the
21 public record with redactions in only three key areas:

- 22 • Information that is sensitive from a security viewpoint, as it includes information such as
23 the location of servers (“**Security Information**”); and
- 24 • Information about services specific to Hydro One’s distribution business, as it is beyond
25 the scope of Hydro One’s current application (“**Distribution Business Information**”);

²² *Domtar Inc v Quebec (Commission d’appel en matière de lésions professionnelles)*, 1993 CanLII 106 (SCC), [1993] 2 SCR 756 at para 59, citing H Wade MacLauchlan, “Some Problems with Judicial Review of Administrative Inconsistency” (1984), 8 Dalhousie LJ 435, at p 446).

- Information on unit pricing and information that can be used to derive unit pricing, as it harms Hydro One's future negotiating position in respect of outsourcing agreements ("Unit Pricing Information").

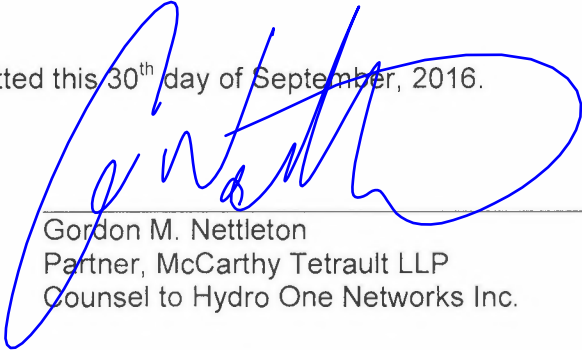
Hydro One believes the rationale for redacting the Security Information and the Distribution Business Information is self-explanatory. Disclosure of the Security Information could cause a great deal of harm, in comparison to its limited utility to participants or the Board in determining just and reasonable rates in this proceeding. The Distribution Business Information is irrelevant in determining just and reasonable transmission rates in this proceeding. Redactions concerning Unit Pricing Information have, to the greatest extent possible, been minimized.

A description of all of the proposed redactions is attached to this motion as **Schedule 1**. Hydro One will provide to the Board an electronic version of the redacted Inergi Agreement which has been saved on a USB Drive. Given the size of the Inergi Agreement, Hydro One is not proposing to make paper copies or distribute the redacted agreement by way of electronic mail.

E. CONCLUSIONS

Based on the foregoing, Hydro One respectfully submits this motion to review the Board's Confidentiality Decision and requests a stay of the Confidentiality Decision pending resolution of this matter.

All of which is respectfully submitted this 30th day of September, 2016.



Gordon M. Nettleton
Partner, McCarthy Tetrault LLP
Counsel to Hydro One Networks Inc.

Schedule “1”

Structure of Agreement

The Inergi Agreement is comprised of a Master Services Agreement including Schedules. In total, the Inergi Agreement is 1,962 pages. The Statements of Work ("**SOW**") also form part of the Inergi Agreement and have a consistent document structure. The SOWS are as follows:

1. Application Development and Maintenance (ADM)
2. Finance & Accounting (F&A)
3. Infrastructure Management Services (IM)
4. Payroll Services (PAY)
5. Source to Pay Services (S2P)
6. Settlement Services (SET)
7. Customer Services Operations (CSO)

Redactions

Hydro One has made redactions to the Inergi Agreement for the following categories of information:

- A. Information about services specific to Hydro One's distribution business, which is beyond the scope of Hydro One's current application ("**Distribution Business Information**");
- B. Information that is sensitive from a security viewpoint ("**Security Information**"); and
- C. Information on unit pricing and information that can be used to derive unit pricing ("**Unit Pricing Information**").

A chart detailing the redactions is attached.

A. Distribution Business Information

The following components of the Inergi Agreement have been redacted for information falling under this category, specifically, information relating to the CSO:

- Master Services Agreement;
- Schedule 8.1 Key Positions;
- Schedule 8.4 Supplier Subcontractor; and
- CSO SOW.

B. Security Information

The following components of the Inergi Agreement have been redacted for information falling under this category, specifically, publicly undisclosed locations, key personnel names, information pertaining to IT architecture and applications, and disaster recovery plans:

- Schedule 6.1 Client Assets;
- Schedule 8.1 Key Positions;
- Attachment B to Common Exh. 2.2 Disaster Recovery Plan Description;

- Attachment D to Exhibit 1 – Sites – All SOWs;
- Attachment E to Exhibit 1 – Equipment – where applicable; and
- Attachment G to Exhibit 1 – Applications – applicable only to IM and ADM.

C. Unit Pricing Information

The following components of the Inergi Agreement have been redacted for information falling under this category, specifically, information pertaining to unit volumes of work, unit prices, and rate cards:

- Attachment A to Exhibit 3 – Supplier Pricing Forms – All SOWs.
- Attachment C to Exhibit 3 – Resource Unit Definition – “Full Time Equivalent”, where applicable.

Table of Redactions

| MSA, Schedules and Attachments | Redactions |
|--|----------------|
| Master Services Agreement | Pages 1, 2 |
| Schedule 1.1(b) and Attachments - Supplemental Solution Documents | |
| Schedule 1.3 Form of Statement of Work | |
| Schedule 3.1(a) Project Methodology | |
| Attachment I to Schedule 3.1(a) Project Request Form | |
| Attachment II to Schedule 3.1(a) Project Definition Form | |
| Attachment III to Schedule 3.1(a) Project Order Form | |
| Attachment IV to Schedule 3.1(a) Project Change Request Form | |
| Schedule 3.1(b) Transition | |
| Attachment I to Schedule 3.1(b) Supplier Transition Plan Description | |
| Attachment II to Schedule 3.1(b) Transition Risk Management Plan | |
| Schedule 3.1(c) Transformation Methodology | |
| Attachment I to Schedule 3.1(c) Supplier Transformation Plan Description | |
| Attachment II to Schedule 3.1(c) Transformation Risk Management Plan | |
| Schedule 4.8 Procedures Manual Outline | |
| Schedule 4.11 Supplier Form of NDA | |
| Schedule 5.1 Service Level Methodology | |
| Schedule 5.4 Client Satisfaction Surveys | |
| Schedule 6.1 Client Assets | Pages 2,3,5,10 |
| Schedule 8.1 Key Positions | All Pages |
| Schedule 8.4 Supplier Subcontractor | Page 2 |
| Schedule 9.1 Governance | |
| Attachment I to Schedule 9.1 Governance Joint Committees and Protocols | |
| Attachment II to Schedule 9.1 Governance Process Priority Matrix | |
| Attachment III to Schedule 9.1 Governance Reports | |
| Attachment IV to Schedule 9.1 Governance Deliverables | |
| Attachment V to Schedule 9.1 Governance Deliverables Acceptance Form | |
| Schedule 9.2 Change and New Services Procedures | |
| Attachment I to Schedule 9.2 Change Request Form | |
| Attachment II to Schedule 9.2 Change Proposal Form | |
| Schedule 11.1(d) Supplier One Way NDA | |
| Schedule 14.5 Termination Transition Plan Requirements | |
| Attachment I to Schedule 14.5 Form of Termination Assistance Plan | |
| Schedule 15.1(e) Form of the Benchmarking Engagement Letter | |
| Schedule 16.1 Fee Methodology | |
| Attachment I to Schedule 16.1 Bundle Discount | |

| Common Documents | Redactions |
|--|----------------|
| Common Exhibit 1 Definitions | |
| Common Exhibit 2.1 Cross Functional General | |
| Common Exhibit 2.2 Cross Functional ITO | |
| Attachment A to Common Exh 2.2 Asset Inventory Data Element Requirements | |
| Attachment B to Common Exh 2.2 Disaster Recovery Plan Description | Page 13 |
| Attachment C to Common Exh 2.2 Business Impact Assessment Description | |
| Attachment D to Common Exh 2.2 Business Continuity Plan Description | |
| Common Exhibit 2.3 Cross functional Non ITO | |
| Attachment B to Common Exh 2.3 Disaster Recovery Plan Description | Pages 10, 11 |
| Attachment C to Common Exh 2.3 Business Impact Assessment Description | |
| Attachment D to Common Exh 2.3 Business Continuity Plan Description | |
| Common Exh 3 Client Policies and Guidelines | |
| Common Exh 4 Invoicing Requirements | |
| Attachment A to Common Exh 4 Form of Invoice | |
| AM | Redactions |
| AM Services Statement of Work | |
| Exhibit 1 – AM Services Description | |
| Attachment A to Exhibit 1 – Third-Party Software | |
| Attachment B to Exhibit 1 – Third-Party Service Contracts | |
| Attachment C to Exhibit 1 – Third-Party Equipment Maintenance | |
| Attachment D to Exhibit 1 – Sites | Fully Redacted |
| Attachment E to Exhibit 1 – Equipment Assets | |
| Attachment F to Exhibit 1 – Third Party Acceptance Services | |
| Attachment G to Exhibit 1 – Application Portfolio | Fully Redacted |
| Attachment H to Exhibit 1 – Support Levels | |
| Attachment I to Exhibit 1 – Types of Work | |
| Attachment J to Exhibit 1 – Priority Levels | |
| Attachment K to Exhibit 1 – Technical Architecture | |
| Attachment L to Exhibit 1 – Software Assets | |
| Exhibit 2 – Service Levels | |
| Exhibit 3 – Pricing | |
| Attachment A to Exhibit 3 – Supplier Pricing Forms | Pages 4-6, 16 |
| Attachment B to Exhibit 3 – FRM | |
| Attachment C to Exhibit 3 – Resource Unit Definition | Page 3 |
| Exhibit 4 – Service Reports | |
| Exhibit 5 – Current and Planned Projects | |

| IM | Redactions |
|---|----------------|
| Infrastructure Services Statement of Work | |
| Exhibit 1 – Infrastructure Services Description | |
| Attachment A to Exhibit 1 – Third-Party Software Contracts | |
| Attachment B to Exhibit 1 – Third-Party Service Contracts | |
| Attachment C to Exhibit 1 – Third-Party Equipment Maintenance Contracts | |
| Attachment D to Exhibit 1 – Sites | Fully Redacted |
| Attachment E to Exhibit 1 – Equipment Assets | Pages 3,4 |
| Attachment F to Exhibit 1 – Technical Architecture | |
| Attachment G to Exhibit 1 – Application Portfolio | Fully Redacted |
| Attachment H to Exhibit 1 – Hours of Operation | |
| Attachment I to Exhibit 1 – Types of Work | |
| Attachment J to Exhibit 1 – Priority Levels | |
| Attachment K to Exhibit 1 – Support Levels | |
| Attachment L to Exhibit 1 – Software Assets | |
| Exhibit 2 – Service Levels | |
| Exhibit 3 – Pricing | |
| Attachment A to Exhibit 3 – Supplier Pricing Forms | Pages 6-16, 32 |
| Attachment B to Exhibit 3 – FRM | |
| Attachment C to Exhibit 3 – Resource Unit Definition | Pages 8, 10 |
| Exhibit 4 – Service Reports | |
| Exhibit 5 – Current and Planned Projects | |
| F & A | Redactions |
| Finance and Accounting Services Statement of Work | |
| Exhibit 1 – Finance and Accounting Services Description | |
| Attachment A to Exhibit 1 – Third-Party Software | |
| Attachment B to Exhibit 1 – Third-Party Service Contracts | |
| Attachment C to Exhibit 1 – Third-Party Equipment Maintenance | |
| Attachment D to Exhibit 1 – Sites | Page 3 |
| Attachment E to Exhibit 1 – Equipment Assets | |
| Exhibit 2 – Service Levels | |
| Exhibit 3 – Pricing | |
| Attachment A to Exhibit 3 – Supplier Pricing Forms | Pages 4-6,14 |
| Attachment B to Exhibit 3 – FRM | |
| Attachment C to Exhibit 3 – Resource Unit Definition | |
| Exhibit 4 – Service Reports | |
| Exhibit 5 – Current and Planned Projects | |

| PAY | Redactions |
|---|------------------------------|
| Payroll Services Statement of Work | |
| Exhibit 1 – Payroll Services Description | |
| Attachment A to Exhibit 1 – Third-Party Software | |
| Attachment B to Exhibit 1 – Third-Party Service Contracts | |
| Attachment C to Exhibit 1 – Third-Party Equipment Maintenance | |
| Attachment D to Exhibit 1 – Sites | Page 3 |
| Attachment E to Exhibit 1 – Equipment Assets | Page 3 |
| Attachment F to Exhibit 1 – Payroll Schedules | |
| Exhibit 2 – Service Levels | |
| Exhibit 3 – Pricing | |
| Attachment A to Exhibit 3 – Supplier Pricing Forms | Pages 5-10, 17 |
| Attachment B to Exhibit 3 – FRM | |
| Attachment C to Exhibit 3 – Resource Unit Definition | |
| Exhibit 4 – Service Reports | |
| Exhibit 5 – Current and Planned Projects | Pages 3-4 |
| S2P | Redactions |
| Source to Pay Services Statement of Work | |
| Exhibit 1 – Source to Pay Services Description | |
| Attachment A to Exhibit 1 – Third-Party Software | |
| Attachment B to Exhibit 1 – Third-Party Service Contracts | |
| Attachment C to Exhibit 1 – Third-Party Equipment Maintenance | |
| Attachment D to Exhibit 1 – Sites | Pages 3,4 |
| Attachment E to Exhibit 1 – Equipment Assets | Page 3 |
| Exhibit 2 – Service Levels | |
| Exhibit 3 – Pricing | |
| Attachment A to Exhibit 3 – Supplier Pricing Forms | Sections 4d, III, IV, IX, 4h |
| Attachment B to Exhibit 3 – FRM | |
| Attachment C to Exhibit 3 – Resource Unit Definition | Page 12 |
| Exhibit 4 – Service Reports | |
| Exhibit 5 – Current and Planned Projects | |

| SET | Redactions |
|---|-----------------------|
| Settlements Services Statement of Work | |
| Exhibit 1 – Settlements Services Description | |
| Attachment A to Exhibit 1 – Third-Party Software | |
| Attachment B to Exhibit 1 – Third-Party Service Contracts | |
| Attachment D to Exhibit 1 – Sites | Page 3 |
| Attachment E to Exhibit 1 – Equipment Assets | |
| Exhibit 2 – Service Levels | |
| Exhibit 3 – Pricing | |
| Attachment A to Exhibit 3 – Supplier Pricing Forms | Pages 4-6, 16 |
| Attachment B to Exhibit 3 – FRM | |
| Attachment C to Exhibit 3 – Resource Unit Definition | Pages 3-4 |
| Exhibit 4 – Service Reports | |
| Exhibit 5 – Current and Planned Projects | |
| CSO | Fully Redacted |
| Misc. | Redactions |
| Form of Guarantee (Financial) | |
| Form of Guarantee (Performance) | |