SCHEDULE 4.2

COMMERCIALLY SENSITIVE INFORMATION

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	27 June 2018	Executed by the Parties

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SCHEDULE 4.2 – COMMERCIALLY SENSITIVE INFORMATION

1. PURPOSE

1.1 This Schedule sets out the Commercially Sensitive Information for the purpose of this Agreement and should be read in conjunction with Clause 21.

1.2 This Schedule shall not affect TTL's and/or TfL's statutory obligations under the FOI Legislation to disclose Information pursuant to the FOI Legislation.

2. COMMERCIALLY SENSITIVE INFORMATION

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
1	Clause 5.19.3 – list of Supplier's existing traffic management products.	Release of internal proprietary information relative to Supplier's solution.	s.43	N/A	Term
2	Clause 43.3 – email addresses within notices table.	Personal data breach.	s.40	N/A	Term
3	Schedule 2.2A – Performance Levels: Para. 8 and para. 9 – any performance records or documents created during the Term as required by these provisions.	Release of confidential testing and performance information of interest to competitors.	s.43	Transparency	Term
4	Schedule 2.2B – Service Management: Para. 2.4 – Service Management Manual produced pursuant to this provision. Para 4.1.2 – Availability Plan produced pursuant to this provision. Para 4.2.2 – Capacity Plan produced pursuant to this provision. Para 4.3.2 – Service Performance Reports produced pursuant to this provision. Para 4.3.5 – Dashboard produced pursuant to this provision.	Release of internal business processes, personal data breach related to Supplier Personnel referenced. Trade secrets (design of Support Services). Exposes possible system vulnerabilities (utilisation levels).	s.40 and s.43	N/A	Term

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
	Para 5.1 – Any details within Operational Change Forms which fall within same category as information referenced elsewhere in this Schedule 4.2. Para 6.2.5 – Operational Baseline produced pursuant to this provision. Para 6.4.6(b) – Known Errors Database.				
5	Schedule 2.4 – Security Management: Para 2.2.3 – Information Asset Register produced pursuant to this provision. Para 6.3 – security test results and rectification plans produced pursuant to this provision. Para 7.1.1 – Security Incident Management Process produced pursuant to this provision. Para 7.5 and 7.6 – Security Incident and security event reports produced pursuant to this provision. Para 13 and Appendix 1 – Outline Security Management Plan and Security Management Plan produced pursuant to this provision. Para 14 – any ISMS documentation provided to TTL or	Further system vulnerabilities possible. Potential exposure to malicious use.	s.43	Transparency	Term

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
	TfL during the Term.				
6	Schedule 2.7 – Sites: Full Schedule.	Security risk – these sites are key from a BCDR perspective and are where the RTO System development work will take place. Whilst information related to the sites is generally publicly available, it is the specific association with this Agreement that requires protection.	s.43	Transparency	Term
7	Schedule 4.1 – Supplier Solution: Full Schedule.	Release of detailed RTO System information and exposure of potential vulnerabilities / susceptibility to malicious use. Release of key RTO System architecture could provide competitors with an advantage in developing a rival solution. Leak of information related to critical business development plans and focus areas could reduce potential for commercial exploitation.	s.43	N/A	Term
8	Schedule 5 – Intellectual Property: Full Schedule.	Release of key RTO System architecture could provide competitors with an advantage in developing a rival solution.	s.43	N/A	Term
9	Schedule 6.2 – Testing: Para 3 and Appendix 1 – Outline Test Strategy and Test Strategy produced pursuant to this	Release of detailed RTO System information and exposure of potential vulnerabilities / susceptibility to malicious use.	s.43	N/A	Term

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
	provision.				
10	Schedule 6.4 – Product Roadmap: Appendices 1 and 2.	Leak of information related to critical business development plans and focus areas – could reduce potential for commercial exploitation.	s.43	N/A	Term plus term of any Roadmap Projects (and duration of any future strategic plans created during the Term)
11	Schedule 6.5 – Commercial Exploitation: Full Schedule.	Leak of information related to critical business development plans and focus areas – could reduce potential for commercial exploitation. Leak of commercial exploitation and pricing strategies for business.	s.43	N/A	Term plus term of Exploitation Business (and duration of any future strategic plans created during the Term)
12	Schedule 7.1 – Charges and Invoicing: Any records made available to TTL pursuant to para 6.1.2. Any details of materials or third party quotations made available to TTL pursuant to para 6.1.3. Any Invoices raised by the Supplier and Supporting Information provided with any Invoice. Any Credit Notes provided by the Supplier to TTL. Appendices 1, 2 and 3 (in entirety), provided that any Charge or financial value of this Agreement (in aggregate or in part) that TTL or TfL is required to	Personal data breach. Release of commercially sensitive information subject to confidentiality obligations between Supplier and third parties. Release of Supplier's pricing breakdowns associated with each Milestone, Services, Roadmap Projects and Innovation Projects.	s.40, s.43 and s.41	N/A Transparency and accountability	Term

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
	publish as part of the Transparency Commitment shall not be Commercially Sensitive Information.				
13	Schedule 7.2 – Value for Money: Details of any Support Charge Reviews and VfM Initiative Proposals.	Competitors could access and exploit efficiencies and improvements developed by the Supplier and TTL to their advantage.	s.43	Transparency and accountability	Term
14	Schedule 7.3 – Financial Reports and Audit Rights: Any Open Book Data accessed by TTL or its Audit Agents pursuant to para 3.2.2. Any Financial Reports provided by the Supplier to TTL pursuant to Part B. Any information provided by the Supplier to TTL or its Audits Agents pursuant to Part C (save for that such information may be disclosed pursuant to para 10.1.8 or 10.1.11 of Part C).	Release of internal business pricing information which competitors could use and exploit.	s.43	Transparency and accountability	Term
15	Schedule 8.2 – Change Control Procedure: Any financial information included in Change Requests submitted during the Term, provided that any Charge or financial value (in aggregate or in part) that TTL or TfL is required to publish as part of the Transparency Commitment shall not be Commercially	Release of confidential internal cost information (e.g. day rates) and potentially information on system architecture.	s.43	Transparency and accountability	Term

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
	Sensitive Information. Any Impact Assessment Estimates submitted during the Term. Any Impact Assessments submitted during the Term.				
16	Schedule 8.3 – Dispute Resolution Procedure: Any Dispute Notices issued during the Term. Any Mediation Notices issued during the Term.	Release of privileged information, release of information related to legal proceedings.	s.42	N/A	Term
17	Schedule 8.4 – Records: Any Records made available to TTL pursuant to that Schedule (with the exception of (i) this Agreement but excluding any specific provisions of or Schedules to this Agreement identified in this Schedule as being Commercially Sensitive Information; and (ii) any other records permitted to be disclosed by TTL under another provision of this Agreement). Any un-audited accounts made available to TTL pursuant to para 2.6.1.	Release of confidential internal cost information (e.g. day rates) and potentially information on system architecture.	s.43	N/A Transparency / accountability	Term
18	Schedule 8.5 – Exit Management: All Registers. Any Exit Information (save for as	Release of information relating to system architecture, location (security), value and details of	s.38 and s.43	Transparency and accountability	Term and duration of any Roadmap Projects

NO.	ITEM	HARM IF RELEASED	FOIA EXEMPTION	PUBLIC INTEREST CONSIDERATIONS (IF RELEVANT)	DURATION OF SENSITIVITY
	permitted according to para 3). Outline Exit Plans or Exit Plans. Information and data provided to TTL pursuant to Appendix 1 (save for as permitted according to para 3).	licenses and other agreements.			
19	Schedule 8.6 – Business Continuity and Disaster Recovery: BCDR Plan.	Increased risk of system vulnerabilities / attacks. Release of internal business processes. Personal data breaches. Exposure of Supplier's DR plans causing security concerns.	s.43	N/A	Term
20	Schedule 8.7 – Conduct or Claims: Any Claim notices issued pursuant to this Schedule.	Release of privileged information, release of information related to legal proceedings.	s.42	N/A	Term
21	Schedule 9.1 – Staff Transfer: Any information provided to TTL under Part B, save for as permitted pursuant to para 5.3.	Personal data breach.	s.40	N/A	Term
22	Schedule 9.2 – Key Personnel: Content of Column headed "Name of Key Personnel" and any CVs provided by Supplier.	Personal data breach.	s.40	N/A	Term