

Government Information (Public Access) Act 2009

Explanatory Table

Southwest Metro Station Upgrade Works Package 4 Construct Only Delivery Deed

Contract Number: 00013/11765

Capitalised terms in this table have the meanings given to them in the Southwest Metro Station Upgrade Works Package 4 Construct Only Delivery Deed (**CODD**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

- (a) identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
- (b) weighed each redaction against the following key public interest considerations for disclosure:
 - (i) promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
 - (ii) creating public awareness and understanding on issues of public importance;
 - (iii) enhancing government transparency and accountability;
 - (iv) informing the public about the operations of the agency;
 - (v) ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
 - (vi) ensuring fair commercial competition within the economy.

Sydney Metro notes that Schedule 40 (*Electronic Files*), Exhibit A (*SWTC*), Exhibit B (*Principal's Insurance Policies*), Exhibit C (*Reports*), Exhibit D (*Initial Contract Management Plans*), Exhibit E (*Construction Methodology*), Exhibit F (*Draft Construction Environmental Management Plan*) and Exhibit G (*Information Documents and Materials*) contain a large number of files and are subject to technical size limitations. As such, these documents to the CODD have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact SMProcurement@transport.nsw.gov.au to arrange a time to inspect.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
GENERAL CONDITIONS				
1.	Contents page	The information redacted is defined terms and clauses which have been redacted entirely in the general conditions.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain provisions under the CODD, and therefore the level of risk that the Contractor was willing to price and accept to perform the Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
2.	Clause 1.1 (<i>Definitions</i>)	The information redacted is entire definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain elements under the CODD; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
3.	Definition of "Additional Hazardous Material" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Additional Hazardous Material, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Definition "Date for Completion"	The information redacted is a time period.	<i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

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	Clause 1.1 (<i>Definitions</i>)		<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Date for Completion in respect of a Portion; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing that the Contract includes regimes for both Construction Completion and Completion. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise time period. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	<p>Definition "Independent Certifier Deed"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) disclosure of the redacted information may provide insight into the apportionment of risk between the Principal, the Contractor and the Independent Certifier under the CODD and the

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Independent Certifier Deed, and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	<p>Definition of "Programmed Activities" Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition, excluding the defined term.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information in respect of Programmed Activities;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the Contractor's Program and related risks and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

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			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	<p>Definition "State Indemnified Party" Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the scope of the indemnity provided by the Contractor in clause 13.2 of the CODD; b) exposing the information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of particular events. Exposing this information may also provide insight into the Contractor's views on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's

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				<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 2.2A(b)(ii)(A) (Lifts and Escalators Works)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the allocation of risk between the Principal, the Contractor and the L&E Contractor; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the L&E Contractor, and therefore the level of risk that the Contractor and the L&E Contractor were willing to price and accept. Exposing this information may also provide insight into the Contractor's and the L&E Contractor's views on the likelihood of those key risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial

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				<p>interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	<p>Clauses 2.5(e)(i), 2.5(e)(ii), 2.5A(e)(i), 2.5A(e)(ii), 2.5A(f), 2.5B(d)(i), 2.5B(d)(ii), 2.5C(a)(i), 2.5C(a)(ii), 2.5D(b)(i) and 2.5D(b)(ii)</p>	<p>The information redacted is time periods.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the relevant Defects Rectification Period for each category of Third Party Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the rectification of defects, and therefore the level of risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of ongoing defects arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

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				<p>d) the public interest has been served by revealing the fact that there is a Defects Rectification Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	<p>Clauses 2.7(b)(i)-(ii) (Unconditional Undertakings and Parent Company Guarantee)</p>	<p>The information redacted is a time period, numbers and percentage amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the:</p> <ul style="list-style-type: none"> (i) the time period that the Contractor must provide the unconditional undertakings to the Principal; (ii) sum that the Contractor must provide to the Principal as an unconditional undertaking; (iii) number of unconditional undertakings that the Contractor must provide to the Principal; and (iv) Principal's rights and obligations regarding recourse; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor of default events, and therefore the level of risk that the Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Contractor's views on its</p>

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				<p>potential capabilities and likelihood of default events arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the abovementioned information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 2.7(d)(i)-(ii) <i>(Unconditional Undertakings and Parent Company Guarantee)</i>	The information redacted is percentage amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines the percentage of the Original Contract Price that is to be held in Security;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

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			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the fact that Security is required from the Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking, the date and the time periods for release.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	<p>Clauses 2.9A(a)(i) and 2.9A(b)</p> <p><i>(Cooperation and Integration Deeds)</i></p>	<p>The information redacted is time periods.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the timeframe in which the Contractor and Principal must execute the Operator Cooperation and Integration Deed and Interface Contractor Cooperation and Integration Deed; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's</p>

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			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 2.9B(a)(i) (Master Interface Protocols Deed Poll)	The information redacted is a time period.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the timeframe in which the Contractor must provide an executed counterpart of the Master Interface Protocols Deed Poll; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 2.9C (Collateral Warranty Deeds Poll)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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			<p>government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out commercially sensitive information in respect of the Collateral Warranty Deed Poll; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Clause 2.12	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the rights and obligations of the parties in relation to Third Party Agreements;</p> <p>b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p>

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			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clauses 3.4A(b)(i)(B), 3.4A(c)(ii), 3.4A(d)(ii)(B) and 3.5(a)(ii)	The information redacted is parts of sub-clauses and an entire sub-clause.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</i></p> <p><i>Item 4 (b), (c) and (d) of the Table to section 14</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out project specific arrangements with respect to certain project assets; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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17.	Clause 3.5(c) (<i>Latent Conditions</i>)	The information redacted is a part of sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Variations, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 3.7(h) (<i>Hazardous Material</i>)	The information redacted is an entire sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal</p>

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			<p>structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and the Contractor in relation to Hazardous Material, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clause 3.8(d)(ii)(B) <i>(Things of Value Found)</i>	The information redacted is an entire sub-clause.	<p>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information in respect of the discovery of a Valuable Find; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clauses 3.9(g)-(h) (Contamination)	The information redacted is entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Contamination, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	Review: This information would be reviewed for disclosure as events and circumstances change.
21.	Clauses 5.1C(a)(ii) and 5.1C(b) <i>(AFC Design Documentation)</i>	The information redacted is parts of clauses and sub-clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding Design Stage 3 Design Documentation; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Design Stage 3 Design Documentation and therefore the level of risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
22.	Clauses 5.1C(f)(i)-(ii) <i>(AFC Design Documentation)</i>	The information redacted is entire sub-clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in respect of the Contractor's entitlement in the event that the Principal fails to obtain the AFC Design Documentation by the AFC Design Documentation Procurement Date; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to AFC Design Documentation, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
23.	Clause 5.1D (Programmed Activities)	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in respect of Programmed Activities; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the Contractor's Program and related risks and therefore the level of risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clauses 6.1(b)(i)(B)(1), 6.1(b)(i)(B)(2),	The information redacted is a percentage amount	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	6.4(b)(ii)(A), 6.4(b)(ii)(B) and 6.7A(d). (Variations)	and parts of clauses.	<p><i>in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Variations, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clauses 7.3(aa), 7.3(b), 7.3(b)(ii)(B)(2) and 7.3(c) (Provisional Sum Work)	The information redacted is entire sub-clauses and parts of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out commercially sensitive information in respect of a specific type of Provisional Sum Work; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Provisional Sum Work and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 7.13(b) <i>(Indemnity for delays to rail services)</i>	The information redacted is dollar amounts and time periods.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the late return of a Track Possession or Temporary Shutdown by the Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to delay risks. Exposing this information may also provide</p>

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			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>insight into the parties' views on its potential capabilities and the likelihood of delay; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	<p>Clauses 9.5A(a) and 9.5A(c)</p> <p><i>(Independent Certifier)</i></p>	<p>The information redacted is an entire clause and part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal, the Contractor and the Independent Certifier;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the Independent Certifier, and therefore the level of risk that the Contractor was willing to price and accept in relation to specific events; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clause 9.17 (Respite Services)	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the process for Respite Services which is commercially sensitive and, if disclosed, may provide a unique insight into the Contractor's cost structures; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the existence of Respite Services. In light of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure, there is an overriding public interest against the disclosure of the precise amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Clauses 9A.3(e)(i)-(ii), 9A.3(f) and 10.7(e)	The information redacted is entire sub-clauses and clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in respect of the Contractor's entitlement in the event that the Principal fails to obtain the Planning Secretary's approval of the Draft Construction Environmental Management Plan by the CEMP Approval Date; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the process for approval of the Draft Construction Environmental Management Plan, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 10.7(d) <i>(Entitlement to Claim Extension of Time)</i>	The information redacted is a time period.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in relation to a cause of delay entitling the Contractor to an extension of time; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to this cause of delay set out in item 36 of Schedule 1, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clauses 11.2(c)(ii), 11.14B, 11.14C and 11.18	The information redacted is an entire clause and part of a sub-clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information concerning payment rights; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clauses 11.6(a)-(b) <i>(Provision of documentation and other requirements)</i>	The information redacted is percentage amounts.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage amount that the Principal is obliged

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>to pay the Contractor if the Contractor has not complied with the requirements in clause 11.6(a);</p> <p>b) the purpose of the clause is to incentivise the Contractor to comply with the requirements in clause 11.6(a). The redacted information reflects a negotiated amount which the Contractor has priced and accepted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the Contractor certain amounts if the Contractor fails to comply with its obligations. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Clause 12.7(f) <i>(Liquidated Damages for Delay in Reaching</i>	The information redacted is dollar amounts.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an

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	<p><i>Milestone Achievement, Substantial Completion and Completion)</i></p>		<p>The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Contractor's liability; b) the redacted information sets out the amount of the daily cap on delay liquidated damages; c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to delay risks. Exposing this information may provide insight into the Contractor's views on its potential capabilities and the likelihood of delay; d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and e) the public interest has been served by revealing the existence of the cap on delay liquidated damages. In light of this disclosure, there is an overriding public interest against the disclosure of the precise amount. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
34.	Clause 12.10(b)(ii) <i>(Post Construction Completion Activities)</i>	The information redacted is an entire sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism for calculating the Contractor's cost entitlements for Post Construction Completion Activities; b) the information is commercial-in-confidence as its disclosure would provide visibility on the Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Clauses 13.2(b) and 13.2A	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out commercially sensitive information regarding the Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to liability under the CODD. Exposing this information may provide insight into the Contractor's views on its potential capabilities and the likelihood of the Contractor being held liable for the circumstances in clause 13.2;</p> <p>c) the redacted information sets out an arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Clauses 13.6(a)(iv), 13.7(a)(i)-(ii), 13.8, 13.9 and 13.10	The information redacted is part of a sub-clause, entire	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		<p>clauses and entire sub-clauses.</p>	<p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information concerns the insurance policies that the Contractor is required to effect and maintain, and includes information on the scope and cover to be provided by the policies;</p> <p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the Contractor to effect may be taken as an indication of the risk levels involved with the Contractor's obligations under the CODD. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements; and</p> <p>d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
37.	Clause 13.11	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the Contractor's liability in connection with the relevant insurance policies; b) exposing the redacted information would reveal the level of insurance risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clauses 13A.1, 13A.2, 13A.3 and 13A.4	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Contractor's total aggregate liability, including limits on the Contractor's liability;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to liability under the CODD. Exposing this information may provide insight into the Contractor's views on its potential capabilities and the likelihood of the Contractor being held liable for the events identified in clause 13A;</p> <p>c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	<p>Clauses 14.4(c) and 14.4(d)(i)-(ii)</p> <p><i>(Immediate Termination or Take-Out)</i></p>	<p>The information redacted is percentage amounts.</p>	<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(i) aggregate liability threshold (calculated by reference to a percentage of the Contract Sum); and</p> <p>(ii) percentage of the LD Cap, which, if reached, will trigger the Principal's take-out and termination rights under clause 14.3;</p> <p>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the Contractor. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 16.8(d) (Indemnities to Survive)	The information redacted is the entire clause.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out limits on the parties' liabilities under the CODD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the Contractor was willing to price and accept. It would also provide insight into the Contractor's cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Execution page	The information redacted is the names and signatures of the signatories and witnesses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				outweighed by the public interest against the disclosure as identified above.
SCHEDULES				
42.	Table of Contents (Schedules and Exhibits)	The information redacted is two of the schedules which have been redacted entirely.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain elements under the CODD; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Items 1 and 8 Schedule 1 (<i>Contract Particulars</i>)	The information redacted is the names and ABNs of the BMCS Contractor and the L&E Contractor.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information is the names and ABNs of the BMCS Contractor and the L&E Contractor under the CODD; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
44.	<p>Item 3 Schedule 1 (Contract Particulars)</p>	<p>The information redacted is time periods.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the Defects Rectification Period for each Portion;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the rectification of defects, and therefore the level of risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Rectification Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	<p>Item 5 Schedule 1 (<i>Contract Particulars</i>)</p>	<p>The information redacted is the name and ABN of the Environmental Representative.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the name and ABN of the Environmental Representative appointed by Sydney Metro; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Item 6 Schedule 1 (Contract Particulars)	The information redacted is the names of the Sydney Trains Approved Contractors.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is the list of Sydney Trains Approved Contractors; and</p> <p>b) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the parties and Sydney Trains and its contractors at a commercial disadvantage in future negotiations with other contractors; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties and Sydney Trains and its contractors at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
47.	Item 10 Schedule 1 (Contract Particulars)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is the Original Contract Price; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
48.	Items 11 and 44 Schedule 1 (Contract Particulars)	The information redacted is names and contact details of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
49.	Items 20, 21, 22, 23, 24, 25 and 27 Schedule 1 (Contract Particulars)	The information redacted is dollar amounts and entire items.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the value of Subcontracts to be entered into by the Contractor that require the Principal's Representative's prior written approval; (ii) the parts of the Works that require the Principal's Representative's prior written approval for subcontracts to be entered into by the Contractor; (iii) the Subcontractors required to effect professional indemnity insurance and the minimum amount of cover for such insurance;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(iv) the price of Subcontracts for which security of payment provisions are required;</p> <p>(v) the Subcontractors required to execute the form of subcontractor deed in Schedule 14;</p> <p>(vi) Subcontracts to be novated to the Contractor; and</p> <p>(vii) other commercially sensitive information regarding the allocation of risk between the Principal and the Contractor in relation to Subcontracts; and</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
50.	Items 28 and 42 Schedule 1 (Contract Particulars)	The information redacted is the entire item.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into the Contractor's cost structures; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Item 32 Schedule 1 (Contract Particulars)	The information redacted is the entire item.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Variations, and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Item 33 Schedule 1 (Contract Particulars)	The information redacted is an entire item.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4)</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the rates for calculating the amounts payable for Provisional Sum Work which is commercially sensitive and, if disclosed, may provide a unique insight into the Contractor's cost structures; and</p> <p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Items 36 and 37 Schedule 1 (Contract Particulars)	The information redacted is entire items.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the Contractor will be entitled to claim relief for the Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor and therefore the level of risk that the Contractor was willing to price and accept. Exposing this information may provide insight into the Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Item 39 Schedule 1 (Contract Particulars)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of the LD Cap as a percentage of the Contract Sum; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to key delay risks. Exposing this information may provide insight into the Contractor's views on its potential capabilities and the likelihood of Construction Completion being achieved by the relevant Date for Construction Completion; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>d) the public interest has been served by revealing the existence of the LD Cap. In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Items 40 and 41 Schedule 1 (Contract Particulars)	The information redacted is dollar amounts, part of an item and an entire item.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the limits of the insurance policies that the Contractor is required to effect and maintain; and (ii) the period for which the Contractor must maintain its professional indemnity insurance; <p>b) exposing the redacted information would reveal the level of insurance risk that the Contractor was willing to price and accept; and</p> <p>c) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant limits.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
56.	Item 43 Schedule 1 (Contract Particulars)	The information redacted is entire items.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the Contractor in respect of insolvency and termination events; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor, and therefore the level of risk that the Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of insolvency and termination events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
57.	Item 47 Schedule 1 (Contract Particulars)	The information redacted is a date.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the CEMP Approval Date; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the fact that there is a CEMP Approval Date. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Items 48 and 49 Schedule 1 (Contract Particulars)	The information redacted is entire items, including the item name.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information concerning payment rights; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Item 50 Schedule 1 (Contract Particulars)	The information redacted is a date.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the AFC Design Documentation Procurement Date;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the fact that there is an AFC Design Documentation Procurement Date. In light of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Schedule 1A (Portions)	The redacted information is dates, dollar amounts and Portion descriptions.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of schedule 4)</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the description of certain Portions; (ii) the Date for Construction Completion and Early Completion Date of each Portion; and (iii) the rate of Liquidated Damages if Construction Completion does not occur by the Date for Construction Completion; and (iv) other sensitive information concerning payment rights; <p>b) exposing the redacted information would reveal the risk that the Contractor priced and accepted in relation to the Liquidated Damages regime and the relevant Date for Construction Completion. Exposing this information may provide insight into the Contractor's views on its potential capabilities and the likelihood of delays to the project;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the Contractor to achieve Construction Completion of the relevant portions by the Date for Construction Completion and the incentive to achieve Early Completion Dates. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and portion descriptions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Part A Schedule 2 <i>(Payment Breakdown Schedule)</i>	The information redacted is an entire part of a schedule.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Contractor's cost structure, profit margins or full base case financial model and would place the Contractor at a substantial commercial disadvantage in relation</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out payment arrangements for the works and services delivered under the CODD, preliminaries and Overhead Costs;</p> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor's profit margins in relation to the work;</p> <p>c) the itemisation of work may also reveal a program which the Contractor has invested a significant amount of time developing, and which the Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
62.	<p>Part B Schedule 2 <i>(Payment Breakdown Schedule)</i></p>	<p>The information redacted is an entire part of a schedule.</p>	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out arrangements with other contractors on the project, including the activities requiring collaboration between the Contractor and other contractors and the dates</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>by which those activities are required to be achieved;</p> <p>b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project; and</p> <p>c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Schedule 2A <i>(Performance Incentive Payment Schedule)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the mechanism and rates for calculating Performance Incentive Payments under the CODD which is commercially sensitive and, if disclosed, may provide a unique insight into the Contractor's cost structures;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would provide insight into the Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and</p> <p>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Schedule 4A (Third Party Agreements)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the Third Party Agreements between the Principal and third parties;</p> <p>b) the Principal is still in the process of negotiating third party agreements for the Sydney Metro City and Southwest Project. The disclosure of the redacted information may affect the status of these negotiations; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the Contractor in relation to the draft Third Party Agreements, and therefore the risk that the Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Schedule 4B <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the extent of the Principal's responsibility and obligations for certain third party agreements;</p> <p>b) exposing the redacted information would reveal the allocation of risk under the CODD in respect of fulfilling the requirements of third party agreements; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Schedule 6 <i>(Hazardous Material Report)</i>	The information redacted is part of the schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the list of documents which form the Hazardous Material Report; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Hazardous Material, and therefore the risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	<p>Schedule 7 (Authority Approvals to be obtained by the Principal)</p>	<p>The information redacted is part of the schedule.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out Authority Approvals to be obtained by the Principal; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Authority Approvals, and therefore the risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
68.	Schedule 10 <i>(Prices and Rates for valuation of Variations and Overhead Costs)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism for calculating the Contractor's cost entitlements, including the applicable margins and rates; b) the information is commercial-in-confidence as its disclosure would provide visibility on the Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Schedule 10A	The information redacted is the beneficiaries and warranty periods.	<p><i>Section 32(1)(d), item 1(f)</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(List of warranties required from Subcontractors)		<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the warranty periods and the beneficiaries of the warranty periods that the Contractor must procure from the relevant subcontractors;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the design lives of specific parts of the works, and therefore the level of risk that the Contractor was willing to price and accept;</p> <p>c) the warranty periods provide insight into the subcontractor's capabilities, and that information is expected to be used by the Contractor in the future. Additionally, this information may provide insight into the Contractor's ability to obtain certain warranty periods from the market; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
70.	Schedule 10B (Delay Damages)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the maximum liability for Delay Damages for each Portion; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor and therefore the level of delay risk that the Contractor was willing to price and accept. Exposing this information may provide insight into the Contractor's view on the likelihood of delay; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Schedule 16 (Post Construction Completion Activities)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the extent of the Contractor's responsibility and obligations for the Post Construction Completion Activities;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in respect of the Post Construction Completion Activities and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Schedule 17 <i>(Deed of Guarantee and Indemnity)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out the form of the Parent Company Guarantee required under the CODD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the Parent Company</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Guarantor in relation to certain obligations under the CODD, and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Schedule 27 (Contractor's Personnel)	The information redacted is names, words, percentages and dates.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons and percentage allocations for the nominated personnel.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
74.	Schedule 28	The information redacted is the entire schedule, including the schedule heading.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding Design Stage 3 Design Documentation; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Design Stage 3 Design Documentation and therefore the level of risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Schedule 29 (Site Access Schedule)	The information redacted is dates.	<p><i>Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information provides details regarding whether or not the Site Access Date and Site Access Expiry Date are applicable in respect of particular parts of the Site, and the relevant dates as applicable; b) the Contractor has obligations under the CODD with respect to accessing the Site, and other contractors are required to perform works by reference to the redacted dates. Revealing the information would provide insight into the Contractor's programme and the level of risk that the Contractor was willing to price and accept. If this information were revealed, it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the Contractor and prejudice its

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the balance of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Schedule 30 <i>(Track Possessions and Temporary Shutdowns)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Track Possessions and Temporary Shutdowns regime including specific dates and configurations;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the Contractor's Program and related risks and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
77.	Schedule 31 (Nominated Subcontracts)	The information redacted is the names and ABNs of the Nominated Subcontractors.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is the names and ABNs of the Nominated Subcontractors under the CODD; and b) if the redacted information were to be disclosed, third parties may be able to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Schedule 32 (Form of Collateral Warranty Deed Poll)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the Contractor is required to design, construct and handover to the Principal; and

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			<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule 33	The information redacted is the entire schedule, including the schedule heading.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out activities between the Contractor and other contractors on the project including such details as the dates by which those activities are required to be achieved;</p> <p>b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project; and</p> <p>c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule 34 (Initial Contractor's Program)	The information redacted is the entire schedule excluding the cover page.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, the Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the Contractor's initial program; b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and c) the Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	<p>Part A Schedule 35 <i>(Interface Contractor Cooperation and Integration Deed)</i></p>	<p>The information redacted is the entire schedule.</p>	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreement that the Contractor is to enter into with the LW Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the Contractor was willing to price and accept in relation to interface of the Works with the works to be performed by the LW Contractor; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Contractor in relation to the

Item	Clause (and description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>interface agreements to which the Contractor will be a counterparty; and</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Part B Schedule 35 <i>(Interface Contractor Cooperation and Integration Deed)</i>	The information redacted is the entire schedule.	<i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreement that the Contractor is to enter into with the SSJ Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the Contractor was willing to price and accept in

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>relation to interface of the Works with the works to be performed by the SSJ Contractor;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Contractor in relation to the interface agreements to which the Contractor will be a counterparty; and</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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83.	Schedule 36 <i>(Operator Cooperation and Integration Deed)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the interface agreement that the Contractor is to enter into with the Operator; b) the disclosure of the redacted information would reveal the level of interface risk that the Contractor was willing to price and accept in relation to interface of the Works with the works to be performed by the Operator; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the Contractor in relation to the interface agreements to which the Contractor will be a counterparty; and d) therefore the disclosure of this information would: <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule 37 <i>(Master Interface Protocols Deed Poll)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed poll to be entered into by the Contractor which sets out mechanisms to address interface risk on the Sydney Metro City & Southwest project; b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule 38 <i>(IC Letter of Intent)</i>	The information redacted is part of the Table of Contents, entire definitions, entire clauses and an entire schedule, part of Schedule 2 (<i>Payment Schedule</i>), Schedule 3 (<i>Minimum Resources Commitment</i>) and Schedule 5 (<i>Subcontractors</i>), contact details and the names of individuals.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is commercially sensitive information regarding:</p> <ul style="list-style-type: none"> (i) the Independent Certifier's total aggregate liability, including limits on the Independent Certifier's liability; (ii) payment arrangements for the works and services delivered under the Independent Certifier Deed; and (iii) the allocation of risk between the Principal, the Contractor and the Independent Certifier; <p>b) the redacted information also specifies the names and contact details of individual persons;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the Independent Certifier in relation to liability under the Independent Certifier Deed. Exposing this information may provide insight into the parties views on the likelihood of certain risks arising;</p>

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			<p>to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule 39 (IDAR Panel Agreement)	The information redacted is information related to the rates payable, names, contact details and signatures of individuals, time periods and a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out, among others, the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</p> <p>c) the public interest has been served by disclosing the mechanism in respect of personnel; and</p> <p>d) the Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Schedule 40 (<i>Electronic files</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain elements under the CODD, and therefore the level of risk that the Contractor was willing to price and accept to perform the Works; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Exhibit B <i>(Principal's Insurance Policies)</i>	The information redacted is the electronic file references for the Principal's insurances and a date.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the date a Memorandum of Insurance was issued to the Principal and electronic file references, which reveals the limits of the insurance policies that the Principal is required to effect and maintain, and exposing the redacted information would reveal the level of insurance risk that the Contractor was willing to price and accept; and</p> <p>b) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the limits of the insurance policies.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Exhibit C <i>(Reports)</i>	The information redacted is the entire schedule.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the list of Reports; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Exhibit D <i>(Initial Contract Management Plans)</i>	The information redacted is the document name, revision number and date of the Initial Contract Management Plans.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the details of the Initial Contract Management Plans; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

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				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Exhibit G <i>(Information Documents and Materials)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain elements under the CODD, and therefore the level of risk that the Contractor was willing to price and accept to perform the Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>