

## M6 Stage 1 D&C Deed

### Government Information (Public Access) Act 2009 – Explanatory Table

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TfNSW has redacted certain provisions of the 'M6 Stage 1 Design and Construction Deed' between Transport for New South Wales (**TfNSW**), CPB Contractors Pty Limited and Ghella Pty Ltd and UGL Engineering Pty Limited (together, the **Contractor**) dated 22 May 2021 (**D&C Deed**).

The redactions have been made due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of TfNSW or the Contractor, or reveal the commercial-in-confidence provisions of a government contract.

In preparing this Explanatory Table, TfNSW has identified the reasons under the *Government Information (Public Access) Act 2009* (**GIPA Act**) for each redaction and weighed each redaction against the major relevant public interest considerations for disclosure.

TfNSW will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to the passage of time or change of circumstances, further disclosures will be made.

The timeframe for disclosure of the D&C Deed under the GIPA Act depends on when the D&C Deed becomes effective. The D&C Deed was subject to several conditions precedent and did not become effective until those conditions precedent were satisfied. This occurred on 11 June 2021.

Capitalised terms in this table have the meaning given to them in the D&C Deed unless specified otherwise.

Item	Clause (and general description)	Reason(s) for redaction under the GIPA Act	Explanation of Reasons under the GIPA Act
1	Clause 1.1, definition immediately following Acoustics Adviser Appointment Accession Deed	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
2	Clause 1.1, definition immediately following Approved Project Works Traffic Management Plans	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
3	Clause 1.1, definition of Change in Law, paragraph (h)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

4	Clause 1.1, definitions immediately following Clean Energy Regulator	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
5	Clause 1.1, definition of Compensation Event, paragraph (f)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
6	Clause 1.1, definition of Compensation Event, paragraph (h)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
7	Clause 1.1, definition of Condition Precedent	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place

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8	Clause 1.1, definition immediately following Condition Precedent (D&C Close)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
9	Clause 1.1, definitions immediately following Corporations Act	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes in the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
10	Clause 1.1, definition immediately following DAB Agreement	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
11	Clause 1.1, definitions immediately	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed relates to commercial regimes under the contract.

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	following Event of Default	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
12	Clause 1.1, definition of Excusable Cause of Delay paragraphs (d) and (g)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
13	Clause 1.1, definitions immediately following Final Payment Statement	Section 32(1)(d) and Items 1(f) and (d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties. and prejudice the effective exercise by TfNSW of the agency's functions by having a prejudicial effect on future TfNSW tender processes.	The definition not disclosed relates to commercial regimes under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice's legitimate business, commercial, professional or financial interests and prejudice the conduct of future tender processes.
14	Clause 1.1, definition of Force Majeure Event	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

15	Clause 1.1, definition immediately following GST and GST law	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
16	Clause 1.1, definition of Law	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
17	Clause 1.1, definitions immediately following Loss	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
18	Clause 1.1, definitions immediately following Native Title Claim	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes in the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place

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19	Clause 1.1, definition immediately following Personal Information	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
20	Clause 1.1, definition of Planning Approval Change Event	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a substantial commercial disadvantage in negotiating with other parties in respect of future projects.
21	Clause 1.1, definition immediately following Project Plan	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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22	Clause 1.1, the definition immediately following Site Conditions	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
23	Clause 1.1, definitions immediately following Spares List	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
24	Clause 1.1, definition of Unknown Contamination	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
25	Clause 1.1, definitions immediately following Unknown Easement	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place



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26	Clause 1.1, definition of Unknown Utility Service	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
27	Clause 4.1 (Commencement of obligations)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
28	Clause 5.1(a) (Compliance with Law)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime in the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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29	Clause 5.2(e) (Consents and Approvals)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
30	Clause 5.4(f)-(k) (Modifications to the Planning Approval)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
31	Clause 5.6(a) (Environmental assessment)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
32	Clause 7.2(c), (f), (j) (Subcontracts)	Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is a monetary threshold relating to the commercial regime that applies to subcontracts let by the Contractor.  It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.

33	Clause 7.18(d) (Personnel)	Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is a monetary threshold relating to the commercial regime that applies to Project Director discretions.  It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.
34	Clause 7.21	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime in the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
35	Clause 8.1(b)(vi) (Form of bonds), 8.2(b) (Release of security bonds) and 8.6 (Replacement on expiry of initial Defects Correction Period)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the value of the security provided under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
36	Clause 10.4A	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

37	Clause 10.5(a)(ii)(E),(b), (c),(e) and (f) (Unknown Site Conditions)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
38	Clause 10.6	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
39	Clause 13.3(a)(x) (Contractor Change Notice) and 13.7(f)(ii) (Changes proposed by the contractor)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
40	Clauses 13.8(e) and (f) (Pre-Agreed Changes)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place

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41	Clause 13.9(c) (Payment for Changes)	Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is a threshold relating to the proportion of Change Savings retained by the Contractor.  It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures or profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.
42	Clause 13.13(e) Adjustment to Permanent Power Supply Target Cost	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime in the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
43	Clause 13.14	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
44	Clause 15.3(b) (Contractor's programming obligations)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

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information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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45	Clause 16.8(h) (Compensation Events)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
46	Clause 21.1 to 21.3	Section 32(1)(d) and Items 1(f) and (d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties. and prejudice the effective exercise by TfNSW of the agency's functions by having a prejudicial effect on future TfNSW tender processes.	The definition not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice's legitimate business, commercial, professional or financial interests and prejudice the conduct of future tender processes.
47	Clauses 22.2(b)(i) and 22.2(d) (Initial Payment)	Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is the amount of the Initial Payment and the proportion of it which can be retained by the Contractor.  It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures or profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.
48	Clause 22.3 (Payment Claims)	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed relates to a commercial regime under the contract.

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49	Clause 22.3A	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
50	Clause 22.4A	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
51	Clause 22.8 (Payment of the instalment Payment Amount)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

52	Clause 26.3	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
53	Clause 28.3 (b)(x), (b)(xa), (e), (f) and (g) (Consequential Loss)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The definition not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
54	Clause 29.1(b) (General Cap) and 29.2(f) and (i) (Exclusions to the General Cap)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
55	Clause 32.4(c)(iii) and (c)(iv) (Termination by the Principal)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to thresholds for a commercial regime under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place



them at a disadvantage in negotiating with other parties in respect of future projects.

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56	Clause 32.6(b) (Termination by the Contractor)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is a monetary amount which relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
57	Clause 32.11(b)(vii) (Termination Payments)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to thresholds for a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
58	Schedule 1, item 1A (Conditions Precedent (D&C Close))	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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59	Schedule 1, item 1	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
60	Schedule 1, item 2 (Target Satisfaction Date)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
61	Schedule 1, item 4 (Permanent Power Supply Targe Cost)	<p>Section 32(1)(a) and paragraphs (b) (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the base price for a component of the work carried out by the Contractor under the contract.</p> <p>It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures or profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

62	Schedule 1, item 6 (Amount payable for compliance)	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the base price for a component of the work carried out by the Contractor under the contract.</p> <p>It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures or profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
63	Schedule 1, item 7 (D&C Margin)	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the Contractor's margin.</p> <p>It is a commercial-in-confidence provision because it would disclose the Contractor's profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
64	Schedule 1, item 8 (Permanent Power Supply Margin)	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the Contractor's margin.</p> <p>It is a commercial-in-confidence provision because it would disclose the Contractor's profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
65	Schedule 1, item 9 (Permanent Power Supply Overrun Margin)	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the Contractor's margin.</p> <p>It is a commercial-in-confidence provision because it would disclose the Contractor's profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>

66	Schedule 1, item 11	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the Contractor's margin.</p> <p>It is a commercial-in-confidence provision because it would disclose the Contractor's profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
67	Schedule 1, item 12	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the Contractor's margin.</p> <p>It is a commercial-in-confidence provision because it would disclose the Contractor's profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
68	Schedule 1, item 14	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed relates to pre-conditions to certain Contractor claims.</p> <p>It is a commercial-in-confidence provision because it would disclose the Contractor's cost structure or profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
69	Schedule 1, item 18	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date by which the Contractor's obligations must be completed under the contract.</p> <p>The disclosure of this information would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

70	Schedule 1, item 19	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date by which the bulk of the Contractor's obligations must be completed under the contract.</p> <p>The disclosure of this information would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
71	Schedule 1, item 20	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a longstop date for commencement of the Contractor's obligations under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.</p>
72	Schedule 1, item 21 (Liquidated Damages rate)	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which TfNSW is entitled for delays in the Contractor's work under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

73	Schedule 1, item 22 (Delay cost caps)	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which the Contractor is entitled in particular circumstances.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
74	Schedule 1, item 27 (Quality Manager)	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would reveal an individual's personal information.</p>	<p>The information not disclosed is the name of the Quality Manager.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
75	Schedule 1, item 28 (Significant Subcontracts)	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a monetary threshold relating to the commercial regime that applies to subcontracts let by the Contractor.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
76	Schedule 1, item 29 (Key Personnel)	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would reveal an individual's personal information.</p>	<p>The information not disclosed is the names of the Contractor's key personnel under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>

77	Schedule 1, item 38 (General Cap)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the percentage to which the Contractor's liability is limited under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
78	Schedule 1, item 39 (Liquidated Damages Cap)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the percentage to which the Contractor's liability for liquidated damages is limited under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
79	Schedule 1, item 40 (Security Bond)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the dollar value of security bonds.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
80	Schedule 1, item 49 (Contractor's Representative)	Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information would reveal an individual's personal information.	The information not disclosed is the name of the Contractor's Representative.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.

81	Schedule 1, item 50 (Principal's Representative)	Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information would reveal an individual's personal information.	The information not disclosed is the name of the Principal's Representative. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
82	Schedule 1, item 51 (Contractor's address for notices)	Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information would reveal an individual's personal information.	The information not disclosed is the name and email address of the Contractor's Representative. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
83	Schedule 1, item 52 (Principal's address for notices)	Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information would reveal an individual's personal information.	The information not disclosed is the email address of the Principal's Representative. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
84	Schedule 1, Attachment 1 – Escrow Materials – IOMCS and OMCS Software.	Section 32(1)(a) and paragraph (d) of definition of "commercial-in-confidence provision". The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is details of intellectual property relating to systems which will be placed in escrow. It is a commercial-in-confidence provision because it would disclose intellectual property in which the contractor has an interest.
85	Schedule 1, Attachment 2 – Included Open Source Software.	Section 32(1)(a) and paragraph (d) of definition of "commercial-in-confidence provision". The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is details of intellectual property relating to included open source software. It is a commercial-in-confidence provision because it would disclose intellectual property in which the contractor has an interest.



86	Schedule 3 - Commercially Sensitive Information.	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes and other commercial-in-confidence provisions under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
87	Schedule 6 – Form of D&C Guarantee, Part A (Definition of Specified Rate)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes and other commercial-in-confidence provisions under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
88	Schedule 6 – Form of D&C Guarantee, Part B (Definition of Specified Rate)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to commercial regimes and other commercial-in-confidence provisions under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
89	Schedule 6 – Form of D&C Guarantee, Part B clause 4(e).	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the amount to which the Guarantor's liability is limited under the parent company guarantee.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place

them at a disadvantage in negotiating with other parties in respect of future projects.

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90	Schedule 6 – Form of D&C Guarantee, Part B clause 11.3.	Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information would reveal an individual's personal information.	The information not disclosed is the names of representatives of the Guarantor.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.
91	Schedule 9 – Escrow Agreement	Section 32(1)(a) and paragraphs (b) and (d) of definition of "commercial-in-confidence provision".  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.  Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract, amount of fees and details of intellectual property.  It is a commercial-in-confidence provision because it would disclose intellectual property in which the contractor has an interest, and elements of the Contractor's cost structure which would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.  TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
92	Schedule 14 – Contractor's Certificate, Parts R, S and T	Section 32(1)(d) and Item 4(d) of the Table at Section 14.  The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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93	Schedule 15 – Pre-Agreed Changes, Pre-Agreed Change 1, 3, 5 and 6	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the Change Costs for Pre-Agreed Changes.</p> <p>It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures and profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
94	Schedule 15 – Pre-Agreed Changes, Pre-Agreed Change 2 and 4	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to commercial regimes and other commercial-in-confidence provisions under the contract including the value of the Change Costs for Pre-Agreed Changes.</p> <p>It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures and profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
95	Schedule 18 – Lane Occupancy Fees	<p>Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed relates to commercial regimes and other commercial-in-confidence provisions under the contract including the value of lane occupancy fees if the Contractor causes an adverse traffic impact.</p> <p>It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures and profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>

		<p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
96	Schedule 19 – Project Insurances	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the minimum limits of cover and value of deductibles required under certain insurance policy to be obtained under the contract.</p> <p>The information not disclosed also relates to a commercial regime under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
97	Schedule 21 – D&C Payment Schedule	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of the content of the D&amp;C Payment Schedule which sets out a detailed, itemised breakdown of the D&amp;C Deed Sum.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

98	Schedule 22 – Key Plant and Equipment	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  There is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
99	Schedule 30 – Spare Parts	Section 32(1)(a) and paragraphs (b) and (e) of definition of "commercial-in-confidence provision".  The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is the price of Spare Parts.  It is a commercial-in-confidence provision because it would disclose financial arrangements relating to the Contractor's cost structures and profit margins and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.
100	Schedule 31 – WestConnex Integration Schedule	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
101	Schedule 34 – Principal Geotechnical Data	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

102	Schedule 37	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
103	Schedule 38	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
104	<p>Exhibit A – Independent Certifier Deed, Definition of 'Minimum Aboriginal Participation Spend'</p>	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the Minimum Aboriginal Participation Spend.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
105	<p>Exhibit A – Independent Certifier Deed, Clause 8.1(a)(i) (Limitation of Liability)</p>	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the amount to which the Independent Certifier's liability is limited under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or</p>

			financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
106	Exhibit A – Independent Certifier Deed, Clause 8.3 (Insurances)	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value insurance policy cover and maximum amount of deductibles.</p> <p>The disclosure of this information would disclose the Independent Certifier's cost structure and would place the Independent Certifier at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
107	Exhibit A – Independent Certifier Deed, Schedule 2 clause 2 (Payment and Notification of Disputed Amounts)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the proportion of the Fee payable by the Principal.</p> <p>There is an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
108	Exhibit A – Independent Certifier Deed, Schedule 2	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the fees, names of the key personnel and their rates, details of changes to rates, disbursement values and value of monthly payments.</p> <p>The disclosure of this information would disclose elements of the Independent Certifier's cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the</p>

		<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would disclose personal information.</p>	<p>Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>In addition, in respect of clause 4, TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
109	Exhibit A – Independent Certifier Deed, Schedule 3 clause 1 (Minimum Resources Commitment)	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p> <p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would disclose personal information.</p>	<p>The information not disclosed is the names of the nominated individuals and their minimum commitment days.</p> <p>It is a commercial-in-confidence provision because it would place the parties at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>In addition, in respect of clause 4, TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
110	Exhibit A – Independent Certifier Deed, Schedule 8 Attachment A (Initial Certification and Monitoring Plan)	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Items 4(c) and 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to diminish the competitive commercial value of</p>	<p>The information not disclosed is the Independent Certifier's Initial Certification and Monitoring Plan.</p> <p>It is a commercial-in-confidence provision because it would place the parties at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>



the plan and prejudice the legitimate business interests of the parties.

The information in the report is the result of investment of resources and utilisation of unique information by the Independent Certifier and is commercially valuable to the Independent Certifier. If that information were known to competitors its commercial value would be diminished.

In addition, in respect of clause 4, TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.

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111	Exhibit C – Interface Agreements	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to third party agreements for the project.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
112	Exhibit D – Deed of Appointment of Environmental Representative, clause 6.2 (Limitation of liability)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the amount to which the Environmental Representative's liability is limited under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
113	Exhibit D – Deed of Appointment of Environmental Representative, clause 6.4 (Insurances)	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is the value insurance policy cover and maximum amount of deductibles.</p> <p>The disclosure of this information would disclose the Environmental Representative's cost structure and would place the Environmental Representative at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

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		<p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW, the Contractor's and the Environmental Representative's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
114	Exhibit D – Deed of Appointment of Environmental Representative, Schedule 2	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p> <p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would disclose personal information.</p>	<p>The information not disclosed is the proportion of fees paid by TfNSW and the Contractor, personal information of the Personnel and the value of their rates, the value of the upper limiting fee, the percentage at which the Environmental Representative's rates are escalated, and the disbursement value at which the Environmental Representatives must seek Principal approval.</p> <p>The disclosure of this information would disclose elements of the Environmental Representative's cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the Contractor's and the Environmental Representative's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>In addition, in respect of clause 4, TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
115	Exhibit E – Overall D&C Program and Supporting Information)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Contractor's works program.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

116	Exhibit F – Insurance Policies	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to insurance policies which are required to be taken out under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
117	Exhibit G – Information Documents	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The names of certain information documents not disclosed relate to commercial regimes under the contract which are not disclosed.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
118	Exhibit H – Site Access Schedule Table 1, clause 2.1 (definitions), clause 7 (WestConnex Integration Sites), Clause 8, Attachment D	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a commercial regime under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.
119	Exhibit J – Deed of Appointment of Acoustics Adviser. Clause 7.1 (Limitation of Liability)	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is the amount to which the Acoustic Adviser's liability is limited under the contract.  TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the Contractor's and the Acoustic Adviser's legitimate business, commercial, professional or financial

			interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
120	Exhibit J – Deed of Appointment of Acoustics Adviser. Clause 7.3 (Insurances)	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value insurance policy cover and maximum amount of deductibles.</p> <p>The disclosure of this information would disclose the Acoustic Adviser's cost structure and would place the Acoustic Adviser at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the Contractor's and the Acoustic Adviser's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
121	Exhibit J – Deed of Appointment of Acoustics Adviser. Clause 11.5 (Address for notices)	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information would disclose personal information.</p>	<p>The information not disclosed is names and email addresses of the representatives of the Principal and Acoustics Adviser.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
122	Exhibit J – Deed of Appointment of Acoustics Adviser. Schedule 3	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions".</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the proportion of fees payable by the Contractor and Principal, names and hourly rates of the Personnel, the upper limiting fee, escalation rates and value of disbursements.</p> <p>The disclosure of this information would disclose elements of the Acoustics Adviser's cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW's, the</p>

Section 32(1)(d) and Item 3(a) of the Table at Section 14.  
The disclosure of this information would disclose personal information.

Contractor's and the Acoustic Adviser's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

In addition, in respect of clause 4, TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.

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