

Redaction Schedule

CLASS 3 CONTRACT DISCLOSURE: Deed of Variation and Release to Sydney Light Rail Independent Certifier Deed (TPD-14-3664)

REGISTER OF INFORMATION NOT DISCLOSED: Prepared in accordance with subsections 6(6) and 32(2) of the *Government Information (Public Access) Act 2009* (GIPA Act)

The following table summarises confidential information contained in the abovementioned contract that has been redacted from the contract published on the TfNSW website and the reason the information has not been disclosed. The table will be amended to reflect confidential information redacted from any material variations as they occur and are published. There is currently no intention that this confidential information will be published in the contracts register in future.

To apply for a copy of this information, please submit a formal access application to TfNSW. Information on how to do so can be found on the TfNSW website:

Page Reference (PDF copy)	Clause Reference	General Description of Information	Reason for Redaction
Deed of Variation and Release – Independent Certifier Deed			
6-7	Clause 3.1 (b)-(c) - Payment	A series of dollar figures that together make up the OpCo Variation Settlement Sum and TfNSW Variation Settlement Sum and percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

Page Reference (PDF copy)	Clause Reference	General Description of Information	Reason for Redaction
140-142	Execution blocks	Names, position titles and signatures of personnel of TfNSW, OpCo and the Independent Certifier.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
Schedule 1 – Amendments to Principal Agreement			
13	Schedule 1	Relates to a schedule that has been redacted in its entirety.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins, discloses the contractor's intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Items 1(f) and 4 (b) (c) and (d) of the Table to section 14</i></p> <p><i>Section 32(1)(d), items 1(f), 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>
Schedule 2 – Clause 4.2 – Further Amendments			
32-34	IC Deed, clause 7	The entirety of the clause with	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>

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		the exception of the title.	<p>Providing the information without redaction discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information reveals commercial-in-confidence provisions of a government contract, diminishes the competitive commercial value of information to a person and may prejudice the legitimate business and commercial interests of the parties to the IC Deed.</p> <p>There is an overriding public interest against disclosure.</p>
37	IC Deed, clause 10.1 (b)	Names of personnel of OpCo and the Independent Certifier.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>
44-61	IC Deed, Schedule 2 (Payment Schedule)	The entirety of the Schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information reveals the contractor's cost structure or profit margins, discloses the contractor's intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Items 1(f) and 4 (b) (c) and (d) of the Table to section 14</i></p> <p><i>Section 32(1)(d), items 1(f), 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>

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62-66	IC Deed, clause 1 of Schedule 3 (<i>Minimum resources and surveillance levels</i>)	Names of contractors and their minimum commitment times.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>