

Government Information (Public Access) Act 2009

Explanatory Table

Western Harbour Tunnel – Incentivised Target Cost Contract

Contract Number: 20.0000139213.2067

Capitalised terms in this table have the meanings given to them in the Western Harbour Tunnel ITC Contract between TfNSW and ACCIONA Construction Australia Pty Ltd dated 30 November 2022 (**WHT Deed**), unless the context indicates otherwise.

In preparing this explanatory table, TfNSW has:

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

TfNSW notes that Schedule C1 (*Scope of Works and Technical Criteria*) and Schedule G1 (*Electronic Files*) contain a large number of electronic files and are subject to technical size limitations. As such, these documents to the WHT Deed have not been made available on TfNSW's contracts register. TfNSW has determined to make such information available by inspection on request, subject to any overriding public interest against disclosure. However, the documents forming Schedule A15 (*Independent Certifier Deed*), Schedule A21 (*Tolling Equipment Works Subcontract Deed of Novation*), Schedule A22 (*Draft Tolling Equipment Works Subcontract*), Schedule C9 (*Interface Documentation*), Part C of Schedule E4 (*Principal's Approvals*), Schedule E6 (*Third Party Agreements*), Schedule E7 (*Contractor's Program*), Schedule F5 (*Insurance Policies*) and Schedule F7 (*Cost Plan*) included in Schedule G1 (*Electronic Files*) will not be made available as set out in the table below. Please contact whtbl@transport.nsw.gov.au to arrange a time to inspect.

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

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			There is an overriding public interest against disclosure.	disclose personal information of individuals, including names and signatures. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
3.	Clause 1.1 Definitions relating to a redacted clause	The information redacted is all of the definitions that relate to clauses or schedules that have been redacted in their entirety.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause or schedule that has been redacted in its entirety; b) the efficacy of the redaction to the relevant clause or schedule is dependent on references to definitions used only in that clause also being redacted; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
4.	Clause 1.1 Definition of "Abandon"	The information redacted is the entire definition.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a definition used in an apportionment of risk between the Principal and the Contractor in respect of the defined term and the disclosure of which would provide insight into the level of risk that the Contractor was willing to price and accept in respect of these events; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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5.	Clause 1.1 Definition of "Change in Law", subclauses (a) and (b)	The information redacted is a defined term used in the definition that is itself redacted.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 1.1 Definition of "Change in Planning Approval"	The information redacted is the post-amble of this definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is used in the context of a bespoke arrangement agreed between the

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties to apportion risk with respect to a particular change to the Planning Approval. The disclosure of this information would provide insight on how the parties apportioned risk, and therefore the risk that the Contractor was willing to price and accept;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
7.	Clause 1.1 Definition of "Design Fee", subclause (c)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p>

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
8.	Clause 1.1 Definition of "Design Fee Adjustment Event"	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a definition used in an apportionment of risk between the Principal and the Contractor in respect of defined Design Fee Adjustment Events and the disclosure of which would provide insight into the level of risk that</p>

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			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the Contractor was willing to price and accept in respect of these events;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Clause 1.1 Definition of "Design JV"	The information redacted is the entire definition.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information sets out the name of an entity in relation to a subcontract that has not been procured by the Contractor and may enable the potential subcontractor to use this and related information to its advantage in negotiations

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				<p>with the Contractor, thereby prejudicing the Contractor's negotiating position.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clause 1.1 Definition of "Existing Asset"	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety; b) the efficacy of the redaction to the relevant clause is dependent on references to definitions used only in that clause also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

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				parties' legitimate business, commercial or financial interests.
11.	Clause 1.1 Definition of "Extension Event", subclauses (c)(i),(c)(ii), (f), (g), (k), (q) (v), (w) and (x)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> (i) is a definition used in bespoke arrangements regarding the apportionment of risk between the Principal and the Contractor in respect of defined Extension Events; (ii) relates to clauses that are redacted in their entirety; or (iii) is a specific event, the disclosure of which would provide insight into the level of risk that the Contractor was willing to price and accept in respect of these events and the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted; <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p>

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				<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 1.1 Definition of "Interface Defect", subclause (f)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to failures in elements of the RIC Handover Works or the WFU Handover Works. The disclosure of this information would provide insight on how the parties apportioned risk for this issue, and therefore the risk that the Contractor was willing to price and accept, and also give an advantage to other contractors;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of</p>

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			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
13.	Clause 1.1 Definition of "Law", subclause (d)	The information redacted is a defined term used in the definition that is itself redacted.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 1.1 Definition of "Liquidated Damages Cap"	The information redacted is a percentage figure.	<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>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is the maximum liability for liquidated damages to be paid by the contractor as a percentage of the Target Cost. Exposing the redacted information would reveal the apportionment of risks assumed by the Contractor and therefore the level of risk that the Contractor was prepared to price and accept and the Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p>

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				c) the public interest has been served by revealing the existence of a liquidated damages cap. In light of this disclosure there is an overriding public interest against the disclosure of the maximum liability of the contractor.
15.	Clause 1.1 Definition of "Live Access Systems", subclauses (a) to (i)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the systems used by the Contractor;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
16.	Clause 1.1 Definition of "Management Fee", subclause (c)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety and the efficacy of the redaction to the relevant definition</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>is dependent on references to that definition also being redacted;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
17.	Clause 1.1. Definition of "Management Fee Adjustment Event"	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a definition used in an apportionment of risk between the Principal and the Contractor in respect of defined Management Fee Adjustment Events and the disclosure of which would provide insight into the level of risk</p>

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			<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>that the Contractor was willing to price and accept in respect of these events;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 1.1 Definition of "Non-Contestable Utilities Works Delay", subclause (a)	The information redacted is a reference to a clause that is redacted in full.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety and the efficacy of the redaction to the relevant clause is</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>dependent on references to that clause also being redacted;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
19.	Clause 1.1 Definition of "Permitted Subcontract Variation" paragraphs (a) and (b)	The information redacted are monetary figures.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value of a contract that qualifies as a subcontract requiring the Principal's approval and or works components requiring the Principal's approval prior to entering into a subcontract. The disclosure of this information would provide insight on how the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties apportioned risk in relation to subcontract variations, and therefore the risk that the Contractor was willing to price and accept; and</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
20.	Clause 1.1 Definition of "Preliminaries Fee", subclause (c)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted definition is used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to adjustments to the Preliminaries Fee. The disclosure of this information would provide insight on how the parties apportioned risk, and therefore the risk that the Contractor was willing to price and accept;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
21.	Clause 1.1 Definition of "Preliminaries Fee Adjustment Event"	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a definition used in an apportionment of risk between the Principal and the Contractor in respect of defined Preliminaries Fee Adjustment Events and the disclosure of which would provide insight into the level of risk that the Contractor was willing to price and accept in respect of these events;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 1.1 Definition of "Reimbursable Cost Element", subclauses (c) and (d)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
23.	Clause 1.1 Definition of "Reimbursable Cost Element Adjustment Event"	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a definition used in an apportionment of risk between the Principal and the Contractor in respect of defined Reimbursable Cost Element Events and the disclosure of which would provide insight into the level of risk that the Contractor was willing to price and accept in respect of these events;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clause 1.1, Definition of "Share of Cost Overrun Cap", pre-amble and subclause (a)	The information redacted is part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) part of the redacted information is a part of the definition that defines the Contractor's share of the cost overruns and therefore discloses the Contractor's cost structure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 1.1 Definition of "Share of Savings Cap"	The information redacted is the monetary amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a part of the definition that defines the Contractor's share of savings and therefore discloses the Contractor's cost structure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
26.	Clause 1.1 Definition of "Significant Lump Sum Subcontract", subclause (a)	The information redacted is the monetary amount.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value of a subcontract that the Contractor must seek the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal's approval for prior to entering into a subcontract; and</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
27.	Clause 1.1 Definition of "Sunset Date"	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
28.	Clause 1.1 Definition of "Target Cost", subclauses (f) and (g)	The information redacted is the entire definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to clauses that has been redacted in its entirety; b) the efficacy of the redaction to the relevant clauses is dependent on references to those clauses also being redacted; and c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				parties' legitimate business, commercial or financial interests.
29.	Clause 1.1 Definition of "Variation", subclause (h)	The information redacted is part of the definition.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety; b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted; and c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
30.	Clause 1.2 "Interpretation" subclauses (r)(x)(D) and (r)(xi)(A)(aa)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to the interpretation of the relevant terminology; b) revealing the information prejudices the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
31.	Clause 3.1 "General" subclauses (c) and (d)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to construction of a particular aspect of the works. The disclosure of this information would provide

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>insight on how the parties apportioned risk for this issue, and therefore the risk that the Contractor was willing to price and accept;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
32.	Clause 3.3 "Co-operation with Other Contractors", subclause (b)(i)(B)	The information redacted is part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
33.	Clause 3.7 "Third Party Agreement" subclause (c)	The information redacted is the part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
34.	Clause 3.10 "Project Plans" subclause (c)(i)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to definitions that have been redacted in their entirety;</p> <p>b) the efficacy of the redaction to the relevant definitions is dependent on references to those definitions also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
35.	Clause 3.14 "Media events" subclause (c)(ii)	The information redacted is part of the subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
36.	<p>Clause 3.19 "Spare Parts" subclause (f)</p>	<p>The information redacted is part of the subclause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
37.	Clause 3.21 "Tolling works" subclause (c) and (d)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information reveals the apportionment of risk between the Principal and the Contractor in respect of the Tolling Equipment Works Subcontract, the disclosure of which would provide insight into the level of risk that the Contractor was willing to price and accept in respect of these events; and</p> <p>b) the relevant subcontract has not yet been procured and exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Principal or the Contractor, thereby prejudicing both parties' negotiating position. Therefore the disclosure of the information could</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	<p>Clause 3.22 "Coordination with the Tolling Back Office Work" subclause (c)(i)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
39.	Clause 4.1 "Adjustments" subclause (f) and the post-amble	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition or clause that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition or clause is dependent on references to that definition or clause also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				parties' legitimate business, commercial or financial interests.
40.	Clause 4.4 "Management Fee Adjustment" subclauses (a)(i)(B) and (a)(ii)	The information redacted is part of the clause and a percentage figure.	<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) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount that the Contractor is entitled to claim for certain Management Fee Adjustment Events; b) exposing the redacted information could provide insight into the Contractor's cost structure and financial model and the apportionment of risk between the Principal and the Contractor, and therefore the level of risk that the Contractor was willing to price and accept in relation to those events; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
41.	Clauses 5.1(a)(i)(A), 5.1(a)(i)(B),	The information redacted are	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	TfNSW weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	5.1(a)(i)(C), 5.1(a)(ii), 5.2(f), 5.4(a)(i), 5.4(a)(ii), 5.4(iii)(D), 5.5(c)(i) and 5.5(c)(ii)"Unconditional Undertakings", "Release of unconditional undertakings" and "Replacement on expiry of initial Defects Correction Period"	percentage figures.	<p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the percentage value of the unconditional undertakings and replacement unconditional undertakings that the Contractor must provide to TfNSW to secure its obligations under the WHT Deed and also the amount that TfNSW may hold until the end of the Defects Correction Period. The disclosure of this information would provide insight on how the parties apportioned risk for security, and therefore the risk that the Contractor was willing to price and accept</p> <p>b) the public interest has been served by revealing the existence of the security. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.</p>
42.	Clause 5.4 "Release of unconditional undertakings" subclause (b)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
43.	Clause 5.10(aa) "Parent Company Guarantee"	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted clause reveals a bespoke arrangement agreed between the parties with respect to the provision of the Parent Company Guarantee; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
44.	Clause 6.2 "Approvals" subclauses (b), (c)(ii) and post amble of (c)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety; b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				parties' legitimate business, commercial or financial interests.
45.	Clause 6.5 "Changes to Planning Approval" subclause (c)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a schedule that has been redacted in its entirety; b) the efficacy of the redaction to the relevant schedule is dependent on references to that schedule also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
46.	Clause 6.6 "Legal Challenge to Planning Approval" subclause (b)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
47.	Clause 6.6A subclause (c)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a schedule that has been redacted in its entirety; b) the efficacy of the redaction to the relevant schedule is dependent on references to that schedule also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
48.	Clause 6.7	The information redacted is the	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		whole of the clause.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a bespoke arrangement agreed between the parties to apportion risk with respect to COVID-19. The disclosure of this information would provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to price and accept; b) the disclosure of this information would prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors; c) the public interest in favour of disclosure has been served by revealing that the WHT Deed has addressed COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
49.	Clause 7.1 "Access" subclause (b)(i)(A) and (h)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause or definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant clause or definition is dependent on references to that clause or definition also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
50.	Clause 7.5 "Early Access to	The information redacted is	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Construction Site" subclauses (e) and (g)	references to redacted clauses.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety and the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
51.	Clause 7.5A	The information redacted is the entire clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted clause contains a bespoke arrangement agreed between the parties to apportion risk with respect to the certain parts of the Site. The disclosure of this information would provide insight on how the parties apportioned risk, and therefore the risk that the Contractor was willing to price and accept;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
52.	<p>Clause 7.12 "Unknown Site Conditions" subclause (f)(ii), (f)(iii)(B), (f)(iv)(A),</p>	<p>The information redacted is part of the subclauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(f)(iv)(B), (f)(iv)(C) and (h)		<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
53.	Clause 7.12 "Unknown Site Conditions" subclause (f)(iv)(B)	The information redacted is the monetary amount and the percentage.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information could provide insight into the Contractor's cost structure and would place the contractor at a substantial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
54.	Clause 7.14 "Disposal of Contamination and Waste" subclause (g)	The information redacted is part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
55.	Clause 7.17 "Artefacts" subclause (d)	The information redacted is part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
56.	Clause 7.29	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to the access to and use of a specified portion of the Site. The disclosure of this information would provide insight on how the parties apportioned risk, and therefore the risk that the Contractor was willing to price and accept;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
57.	Clause 7A.3 "Interface Defects" subclause (h) and (i)	The information redacted is part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
58.	7A.4 "Interface Works Change" subclause (a)(viii)	The information redacted is part of the subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
59.	Clause 7A.5	<p>The information redacted is the whole of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets a bespoke arrangement agreed between the parties to apportion risk with respect to the certain aspects of the works handed over to the Contractor. The disclosure of this information would provide insight on how the parties apportioned risk, and therefore the risk that the Contractor was willing to price and accept;</p> <p>b) exposing the redacted information would provide insight into the level of interface risk which the Contractor was willing to price and accept for the works and provide insight into the Contractor's</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>views on its own capabilities and those of the interfacing parties; and</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors.</p>
60.	<p>Clause 7B.2(b) "Contractor's liability for adverse traffic impacts" – (Aggregate)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is the maximum liability for Lane Occupancy Fees. Exposing the redacted information would reveal the apportionment of risks assumed by the Contractor and therefore the level of risk that the Contractor was prepared to price and accept and the Contractor's views on its potential capabilities and likelihood of there being Lane Occupancy Fees;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor, and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
61.	Clause 9.1 "Design obligations" subclause (a)(ii)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety and the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
62.	Clause 9.12 "Ownership of documentation" (bb)	The information redacted is part of the clause	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the subcontract contemplated by the redated information has not yet been procured and exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Principal or the Contractor, thereby prejudicing both parties' negotiating position; and b) the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
63.	Clause 9.13 "Delivery up of Design Documentation" pre-amble	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause that has been redacted in its entirety and the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
64.	Clause 9.14 "Design Life" subclause (a) post-amble and (c)	The information redacted is the time period in these clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is the time period for the waiver of rights and indemnity in relation to Assets with a Design Life longer than limitation periods under relevant legislation;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
65.	Clauses 11.2(b)(i)(A) and (B) "Subcontract Proposal"	The information redacted are monetary amounts.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value of a subcontract that the Contractor must submit a Subcontract Proposal for and requires the Principal's approval prior to entering into a subcontract; and</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Clause 11.7(c)(iv)(B) "Subcontracts (Obligations of Contractor)"	The information redacted is a monetary amounts.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a subcontract that the Contractor must procure that the subcontractor executed a form of subcontractor deed in Schedule A7; and b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Clause 11.8A "Significant Lump Sum	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Subcontracts", post amble		<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information relates to a bespoke arrangement agreement between the parties in relation to approval of Significant Lump Sum Subcontracts; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
68.	Clause 11.16(g)(ii) "Provisional Sums"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information the Contractor's entitlement in relation to certain provisional sum work;</p> <p>b) given the provisional sum relates to a subcontract that has not yet been procured, exposing the redacted information would prejudice the parties in those negotiations; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Clause 11.16 "Provisional Sum Work" subclause (e)(i)(B)	The information redacted is part of the subclauses	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
70.	Clause 13.5(h) "Contractor's Personnel (Minimum limits of delegation)"	The information redacted are monetary amounts.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redaction information sets out the delegations for certain the Contractor's personnel, and the Management Review Group with respect to authority to make decisions in relation to Claims; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Clause 13.16 "Aboriginal participation in	The information redacted is the	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	construction" subclause (e)	entire subclause.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is used for the purposes of determining the Minimum Aboriginal Participation Requirements; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
72.	Clause 14.1 "Rate of progress" subclause (h)	The information redacted is part of the subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
73.	Clause 14.5 "Risk and Notice of Delay" subclauses (a) and (d)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a schedule that has been redacted in its entirety;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant schedule is dependent on references to that schedule also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
74.	<p>Clause 14.14 "Suspension" subclause (b)(i)(B) and (b)(ii)(B)</p>	<p>The information redacted is part of the subclause</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>e) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>f) the efficacy of the redaction to the relevant definition is dependent on references to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>definitions used only in that clause also being redacted;</p> <p>g) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>h) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
75.	Clause 14.14 "Directions to Make Accessible" subclause (d)	The information redacted is part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
76.	Clause 15.2 "Payment Claims" subclause (d)(v)	The information redacted is a reference to a system.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information would be readily accessible to potential future clients, competitors and contractors; and</p> <p>d) the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
77.	Clause 15.2 "Payment Claims" subclause (s)(iii)	The information redacted is a monetary amount.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value Construction Plant to which the relevant regime applies as negotiated by the parties; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
78.	Clauses 15.4(a) and (b) "Provision of documentation"	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins,</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	and other requirements"		<p>full base case financial model and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out the value of the construction work to which the Contractor is entitled to with respect to the provision of documentation;</p> <p>b) exposing the redacted information:</p> <ul style="list-style-type: none"> a. could provide insight into the Contractor's cost structure and financial model; and b. provide insight into the Contractor's views on its potential capabilities; and <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Clause 15.4(e) "Provision of documentation and other requirements (Defective Work)"	The information redacted is the entire subclause.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins, full base case financial model and would place the Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the value of the construction work or related goods or services to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>which the Contractor is entitled to with respect to the rectification of non-compliances;</p> <p>b) exposing the redacted information:</p> <ul style="list-style-type: none"> a. could provide insight into the Contractor's cost structure and financial model; and b. provide insight into the Contractor's views on its potential capabilities; and <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Clause 15.6 "Unfixed Materials" subclauses (e) and (g)	The information redacted is part of subclause (e) and the entirety of subclause (g).	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the specific features of the regime related to Materials for which the Contractor is entitled to claim early payment;</p>

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			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) disclosure of the information would prejudice the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
81.	Clause 15.9(a) and (b), "Interest"	The information redacted are percentage figures.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the rate of interest that the Principal and Contractor are to pay;</p> <p>b) disclosure of the information would prejudice the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>The public interest in favour of disclosure has been served by revealing the existence of the rate. In light of this disclosure there is an overriding public interest against the disclosure of the specific percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Clause 15.11. "Timing for claims for Share of Savings"	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins, full base case financial model and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the time at which the Contractor is entitled to claim the Share of Savings (if any); b) exposing the redacted information could provide insight into the Contractor's cost structure and financial model; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests.
83.	Clause 15.12 "Outturn Cost exceeds Target Cost" subclauses (c), (h) and (i)	The information redacted is the percentage figures.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the percentage of the Target Cost at which the Outturn Cost Cure Plan and withholding of payment may occur, and other figures relating to the Principal's ability to withhold payment in those circumstances; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
84.	Clause 15.15(d)(i) "Payment Claim Deductions"	The information redacted is a monetary amount and a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out when and the amount that will be deducted from the Contractor in relation to repayment of the Initial Payment and the disclosure of which would provide insight

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>into the level of risk that the Contractor was willing to accept;</p> <p>b) exposing the redacted information could provide insight into the Contractor's cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
85.	Clause 15.15(d)(ii) "Payment Claim Deductions"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety and the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
86.	Clause 16.1 "Progressive Testing" subclause (j)	The information redacted is part of the subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
87.	Clause 16.4 "Part of the Project Works" subclause (b)(i)	The information redacted is part of the subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
88.	Clause 16.8 "AM Completion Obligations" subclause (f)(ii)	The information redacted is part of the subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p>

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				<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
89.	<p>Clause 17.1 "Responsibility for care of the Project Works" subclause (d)(ii)</p>	<p>The information redacted is part of the clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

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				<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
90.	<p>Clause 17.2 "Indemnity by the Contractor", subclause (a)(i)(C)</p>	<p>The information redacted is part of the subclause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the Contractor's general indemnity; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				parties' legitimate business, commercial or financial interests.
91.	Clauses 17.7(b) and 17.7B preamble "Motor Vehicle Insurance" and "Marine Liability Insurance".	The information redacted are monetary amounts.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the limits of the insurance policies that the Contractor is required to effect and maintain in respect of motor vehicle insurance and marine liability insurance; b) exposing the redacted information would reveal the level of insurance risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Clause 17.7C	The information redacted is the	<i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire subclause.	<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is used in the context of a bespoke arrangement agreed between the parties in relation to specific insurance obligations; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
93.	Clause 17.10(b)(v)(A) "Provisions in policies – Noted Interests"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is used in the context of a bespoke arrangement between the parties in respect of rights of subrogation under insurance policies; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
94.	Clause 18.1 "Contractor's Default" subclause (b)(xxii)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
95.	Clause 18.4(a)(iii) "Immediate Termination or Take-Out (General Liability Cap)"	The information redacted is a percentage figure.	<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>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the general liability cap of the contractor in certain circumstances. Exposing the redacted information would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept; b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and c) the public interest has been served by revealing the existence of a general liability cap. In light of this disclosure there is an overriding public interest against the disclosure of the maximum liability of the contractor.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
96.	Clause 18.4(a)(iv) and 18.4(a)(v) "Immediate Termination or Take-Out "	The information redacted is part of the clause.	<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>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a bespoke regime in relation to termination events in connection with the Liquidated Damages Cap and the Share of Cost Overrun Cap. Exposing the redacted information would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept; b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and c) the public interest has been served by revealing the existence of a Liquidated Damages Cap and Share of Cost Overrun Cap. In light of this disclosure there is an overriding public interest against the disclosure of the liability of the Contractor in this regard.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
97.	Clause 18.5 "Principal's Rights After Take-Out or Termination" subclauses (a)(i)(B), (a)(iv)(C)(bb) and (a)(iv)(C)(dd)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to provisions that have been redacted in their entirety; b) the efficacy of the redaction to the relevant provisions is dependent on references to those provisions also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
98.	Clause 18.13 "Codification of Contractor's Entitlements" pre-amble	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to provisions that have been redacted in their entirety; b) the efficacy of the redaction to the relevant provisions is dependent on references to those provisions also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
99.	Clause 19.6(h)(ii)"Expert determination"	The information redacted is a monetary amount.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of a Dispute in respect of which a determination by the expert will not be final and binding on the parties; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
100.	Clause 20.1(a) "Limitation of Liability (General cap)", preamble,	The information redacted is part of the clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	subclause (a)(ii) and (a)(iii)		<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the Contractor's total aggregate liability to the Principal; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
101.	Clause 20.1(a) "Limitation of Liability (General cap)", postamble	The information redacted is a percentage figure.	<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</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the general liability cap of the contractor in certain circumstances. Exposing the redacted information would reveal

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept;</p> <p>b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>c) the public interest has been served by revealing the existence of a general liability cap. In light of this disclosure there is an overriding public interest against the disclosure of the maximum liability of the contractor.</p>
102.	Clause 20.1(d)(i) "Limitation of Liability (Lane Occupancy Fees)"	The information redacted is a percentage figure.	<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>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is the liability cap of the contractor for Lane Occupancy Fees. Exposing the redacted information would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept;</p> <p>b) the redacted information might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>c) the public interest has been served by revealing the existence of a liability caps. In light of this disclosure there is an overriding public interest against the disclosure of the maximum liability of the contractor.</p>
103.	Clause 20.1(e)(ii) "Limitation of Liability (General cap)"	The information redacted is the entire subclause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>d) the redacted information sets out the extent of the Contractor's total aggregate liability to the Principal;</p> <p>e) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>f) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
104.	<p>Clause 20.1(k) "Limitation of Liability (General cap)"</p>	<p>The information redacted is the entire subclause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the Contractor's total aggregate liability to the Principal; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
105.	Clause 20.4	The information redacted is a whole clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a clause used in the context of a bespoke arrangement related to the liability caps agreed between the parties to apportion risk; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
106.	Clause 21.1(e) (i)(E) and 21.1(fa) "General (Requirements for Notices)"	The information redacted are email addresses with the names of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
107.	Clause 21.8(e)(i) and 21.8(e)(ii) "Indemnities (No Claim)"	The information redacted is the time period in these clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the time period for long stop of indemnities given by the Contractor; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
108.	Clause 21.24 "Survival of Certain Provisions" subclause (i)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to provisions that have been redacted in their entirety; b) the efficacy of the redaction to the relevant provisions is dependent on references to those provisions also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
WHT SCHEDULES				

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
109.	Contents	The information redacted is headings for schedules which have been redacted entirely in the schedules of the WHT Deed.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain provisions under the WHT Deed, and therefore the level of risk that the Contractor was willing to price and accept to perform the works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
110.	Schedule A1 (Contract Particulars) "Contractor's Representative"	The information redacted is a name of an individual.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				outweighed by the public interest against the disclosure as identified above.
111.	Schedule A1 (Contract Particulars) "Acoustics Advisor"	The information redacted is names of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
112.	Schedule A1 (Contract Particulars) "Baseline Non-Contestable Utilities Works Costs"	The information redacted is dollar figures.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the baseline costs relevant to Non-Contestable Utilities Works; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				parties' legitimate business, commercial or financial interests.
113.	Schedule A1 (Contract Particulars) block redaction on first page of this schedule	The information redacted is all of the tables.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to price and accept; and (ii) prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors; and <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
114.	Schedule A1 (Contract Particulars) "Critical Non-Contestable Utilities Works"	The information redacted are dates.	<p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>b) the redacted information contains the dates from which the parties have agreed that the Contractor may claim costs if delayed by a Utility Services to complete any Critical Non-Contestable Utilities Works; and</p> <p>c) revealing the information would:</p> <p>(i) prejudice the effective exercise by TfNSW of its functions in negotiating similar clauses with other contractors in future; and</p> <p>(ii) place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>d) the public interest has been served by revealing the existence and nature of a mechanism to claim for delay caused by a Utility Services to complete any Critical Non-Contestable Utilities Works. In light of the disclosure of this information there is an overriding public interest against the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disclosure of the dates from which the Contractor may claim delay costs.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
115.	Schedule A1 (Contracts Particulars) "Designer"	The information redacted is the entire Particular	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information is the name and ABN of the Designer that the Contractor is required to enter into a subcontract with; and</p> <p>b) the redacted information sets out the name of entities in relation to subcontracts that may not have been procured by the Contractor and may enable the potential subcontractor to use this and related information to its advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Schedule A1 (Contract Particulars) "Environmental Representative"	The information redacted is names of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
117.	Schedule A1 (Contract Particulars) "Parent Company Guarantor"	The information redacted is the entity details.	<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>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information contains the identity of the Parent Companies responsible for providing a guarantee for each entity that compromises the Contractor; and</p> <p>b) disclosing this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
118.	Schedule A1 (Contract Particulars) "Principal's Representative"	The information redacted is a name of an individual.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
119.	Schedule A1 (Contract Particulars) "Pre-approved Subcontractor"	The information redacted is the entity details.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information contains the details of the subcontractor that the Contractor is to engage for a specified work package under the WHT Deed; and b) disclosure of this information would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors
120.	Schedule A1 (Contract Particulars) "Share of Cost Overrun - percentage to be applied" and "Share of Savings - percentage to be applied"	The information redacted are percentage figures.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins, full base case financial model and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentages to be applied to calculate the Share of Cost Overrun and Share of Savings; b) the disclosure of the redacted information would reveal the apportionment of risk negotiated between the parties, provide insight into the Contractor's views on its own capabilities and the level of risk which it was willing to price and accept; c) if the information were revealed it could place the Contractor at a substantial commercial

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Contractor, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p>
121.	Schedule A1 (Contract Particulars) "Claims and Liability"	The information redacted is part of a list.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>d) the redacted information relates to provisions that have redacted in their entirety;</p> <p>e) the efficacy of the redaction to the relevant provisions is dependent on references to that definition also being redacted; and</p> <p>f) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
122.	Schedule A1 (Contract Particulars) "Cap on reimbursement of costs of preparing Variation Proposal"	The information redacted is a monetary amount.	<p><i>Section 32(1)(a), paragraph (b) 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.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the cap on reimbursement of costs of preparing Variation proposals that the Contractor is entitled to claim; b) 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; and c) 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.
123.	Schedule A1 (Contract Particulars)	The information redacted are	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	"Management Review Group representatives"	names of individuals.	<p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
124.	Schedule A1 (Contract Particulars) "Liquidated damages aggregate daily cap"	The information redacted is a monetary amount.	<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>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the maximum daily liability of the Contractor for liquidated damages if the Contractor is delayed in achieving Completion by the Date for Completion. Exposing the redacted information would reveal the apportionment of risks assumed by the Contractor and therefore the level of risk that the Contractor was prepared to price and accept; b) the redacted information might prejudice the Contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the Contractor and prejudice the contractor's legitimate business and commercial interests; and c) the public interest has been served by revealing the existence of a liquidated damages regime and that the parties have agreed on a maximum daily

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>liability for the Contractor. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages and the maximum daily liability of the Contractor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
125.	Schedule A1 (Contract Particulars) "Amount for overheads and profit associated with the works and costs determined under clauses 18.10(a)(i)(F) for termination for convenience"	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins, full base case financial model and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage to be applied to calculate the amount for overheads and profit associated with the works and costs determined under clauses 18.10(a)(i)(F) for termination for convenience; b) the disclosure of the redacted information would reveal the apportionment of risk negotiated between the parties, provide insight into the Contractor's views on its own capabilities and the level of risk which it was willing to price and accept; and c) if the information were revealed it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Contractor, as the information would be readily accessible to other

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	contractors who the Contractor may have to negotiate or bid against. Review: This information would be reviewed for disclosure as events and circumstances change.
126.	Schedule A1 (Contract Particulars) "Escrow Term"	The information redacted is a time period.	<i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the information not disclosed is the time period which provides the duration of the Escrow Term; and b) disclosure of this information would reveal a detail of a deliberation or consultation between TfNSW and the Contractor in a manner that prejudices the deliberative processes of both TfNSW and the Contractor and would also prejudice the exercise of TfNSW and the Contractor's functions. Review: This information would be reviewed for disclosure as events and circumstances change.
127.	Schedule A2 (Portions)	The information redacted are monetary amounts and dates.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> 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.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information sets out the dates for completion and liquidated damages amounts for late completion of the Portions; b) exposing the redacted information is expected to provide insight into the contractor's views on the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>price of this risk and would expose aspects of the contractor's cost structure and profit margin;</p> <p>c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature. Revealing this amount is also expected to prejudice the contractor in future negotiations on projects of a similar nature. This will diminish the value of that information to the contractor and is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a regime incentivise the Contractor to achieve early completion and a liquidated damages regime to ensure that the Contractor achieves Completion by the Date for Completion. In light of this disclosure there is an overriding public interest against the disclosure of the precise amounts of the early completion payments and amounts of the liquidated damages, and the dates for early completion.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
128.	Schedule A3 (Pre-Agreed Variations)	The information redacted are dates, monetary amounts and other	<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 could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information specifies the amount payable to the Contractor for the Pre-Agreed</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		<p>information in PAV 2, PAV 5 and PAV 9.</p>	<p>commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Variations and the dates on which the Principal is required to instruct the Pre-Agreed Variations or other information that specifies the scope of the relevant pre-agreed variations;</p> <p>b) exposing the redacted information may provide insight into the amount that the Contractor was willing to accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
129.	Schedule A3 (Pre-Agreed Variations)	The information redacted is information relating to scope in PAV 1, PAV 4, PAV 6A, PAV 6B, PAV 6C, PAV 7 and PAV 8.	<p><i>Section 32(1)(d), item 2(c), (d) and (e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the preparedness against, response to, or recovery from a public emergency, endanger or prejudice any system for protecting safety of any person or endanger the security of or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the scope of the relevant pre-agreed variations; b) exposing the redacted information may provide insight into the location of services, ingresses or egresses to relevant parts of the site, and other technical design detail which may prejudice security and safety on the site, and impact a public emergency scenario. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure.
130.	Schedule A6 (Contractor's Personnel)	The information redacted are names of individuals.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information sets out</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				the names of the Contractor's Personnel which would reveal personal information.
131.	Schedule A8 (Commercially Sensitive Information)	The information redacted is the 'Detail' column from Item 3 of the table.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a part of a that has been redacted; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				parties' legitimate business, commercial or financial interests.
132.	Schedule A8 (Commercially Sensitive Information)	The information redacted is the name of clause 6.7 and 7.5A and Schedule E9	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a clause or schedule that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
133.	Schedule A8 (Commercially Sensitive Information)	The information redacted is the 7th row on the last page of the schedule	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a schedule that has been redacted in its entirety;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the efficacy of the redaction to the relevant schedule is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
134.	Schedule A10 (Deed of Disclaimer)	The information redacted are names of individuals, address and email addresses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
135.	Schedule A12 (Interface Deeds), Part B	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out interface deeds with the WHT and BL Contractors, both of which have not been procured by the Principal and exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the Interface Contractors; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
136.	Schedule A12 (Interface Deeds), various provisions	The information redacted is the names of individuals and email addresses.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				outweighed by the public interest against the disclosure as identified above.
137.	Schedule A12 (Interface Deeds – AM Contractor), Annexure A	The information redacted is an Attachment.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relating to the categorisation of defects and would reveal the apportionment of risk between the AM Contractor and the Contractor; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
138.	Schedule A12 (Interface Deeds – RI Contractor), definition of "Claim Value Threshold", clause 6.3(f)(ii)	The information redacted is the dollar amounts.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is dollar amounts relating to the dispute resolution processes;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the RI Contractor and the Contractor; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
139.	Schedule A17 (COVID-19 Mitigation Measures)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the COVID-19 Mitigation Measures;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors. The public interest in favour of disclosure has been served by revealing that the WHT Deed addresses the impacts of COVID-19. In light of this disclosure there is an</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	<p>overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
140.	Schedule A18 (Escrow Agreement)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the terms of the Escrow Agreement; and</p> <p>b) given the Escrow Agent has not yet been procured, revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Schedule A20 (Collateral Warranty Deed Poll)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out certain terms that the parties have agreed to in respect of a future operator of the asset; b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating with a potential future operator. The public interest in favour of disclosure has been served by revealing that the WHT Deed contemplates that divestment may occur; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
142.	Schedule B9 (DAB Agreement)	The information redacted are names of individuals and email addresses, and schedule of fees.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(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 could reveal the cost structure or profit margins of the DAB Members and would place the them at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information would disclose personal information of individuals, including names; b) the redacted information specifies the payment structure for amounts payable to the DAB Members; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
143.	Schedule B10 (Pre-approved Despite Avoidance Board Replacements)	The information redacted are names of individuals.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	and Pre-approved Experts)			The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
144.	Schedule C2 (Provisional Sum Work)	The information redacted is dollar figures.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the Provisional Sums; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
145.	Schedule C6 (Key Plant and Equipment)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the key plant and equipment, the estimated number of items

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and the country specified for providing these items;</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position; and</p> <p>c) the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
146.	Schedule C7 (Principal Geotechnical Data)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the principal geotechnical data which relates to a bespoke relief regime agreed between the parties;</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position;</p> <p>c) disclosure of the information could reveal commercial-in-confidence provisions of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
147.	Schedule C8 (Spare Parts List)	The information redacted is dollar figures and quantities.	<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 could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the price and quantity of Spare Parts; b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position; and c) the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
148.	Schedule C10 (Special Unknown Contamination)	The information redacted is part of the schedule.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the information redacted relates to a bespoke arrangement between the parties with respect to the risk of specified contamination;</p> <p>b) the disclosure of the redacted information would provide insight into the level of risk which the Contractor was willing to price and accept and disclose the Contractor's cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
149.	Schedule C11	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a bespoke regime agreed by the parties with respect to access to specified areas of the Site;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
150.	Schedule E2(Site Access Schedule)	The information redacted is dates and clause 9.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the site access dates for various site access areas to be provided to the Contractor and relates to a bespoke regime agreed by the parties with respect to access to specified areas of the Site; b) the disclosure of the redacted information would reveal the apportionment of risk negotiated between the parties, provide insight into the Contractor's views on its own capabilities and the level of risk which it was willing to price and accept in respect of the programming of the work under the WHT Deed; c) if the information were revealed it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Contractor, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against; and

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
151.	Schedule E2(Site Access Schedule), clause 5.2(f)(vii)	The information redacted is part of the subclause	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a clause that has been redacted in its entirety;</p> <p>b) the efficacy of the redaction to the relevant clause is dependent on references to definitions used only in that clause also being redacted;</p> <p>c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
152.	Schedule E3	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is used in the context of a bespoke arrangement agreed between the parties to apportion risk; b) the disclosure of this information would provide insight on how the parties apportioned risk, and therefore the risk that the Contractor was willing to price and accept; c) the disclosure of the redacted information would provide insight into the level of risk which the Contractor was willing to price and accept and disclose the Contractor's cost structure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
153.	Schedule E4 – Principal's Approvals – Part A	The information redacted is part of the schedule.	<p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out an allocation of responsibility between the Principal and the Contractor for specific planning approval conditions; b) the disclosure of the redacted information would provide insight into the level of risk which the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
154.	Schedule E4 – Principal's Approvals – Part C and Part D	The information redacted is part of the schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure of the redacted information would provide insight into the level of risk which the Contractor was willing to price and accept; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
155.	Schedule E5 (Requirements of Third Party Agreements)	The information redacted is part of the schedule, including tables.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out an allocation of responsibility between the Principal and the Contractor for the requirements of third party agreements and sets out the commercial arrangement between the Principal and a third party which is an interfacing party which the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal is still in the process of negotiating. If the redacted information were disclosed, the relevant third party may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions;</p> <p>b) the disclosure of the redacted information would:</p> <p>(i) provide insight into the level of risk which the Contractor was willing to price and accept and provide insight into the Contractor's views on its own capabilities and those of the third parties</p> <p>(ii) reveal an itemisation of work which the Principal and the Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
156.	Schedule E6 (Third Party Agreements)	The redacted information is dates.	<p><i>Section 32(1)(d) and Items 1(e), 1(f) of the table at section 14.</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information not disclosed is the dates of agreements that are not yet agreed with the between TfNSW and third parties relating to the WHT Project; and b) disclosure of this information, in the case of third parties that are government agencies, would reveal a detail of a deliberation or consultation between TfNSW and that third party in a manner that prejudices the deliberative processes of both TfNSW and the third party and would also prejudice the exercise of TfNSW and the third party's functions.
157.	Schedule E6 (Third Party Agreements)	The redacted information is reference to a schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information related to information that has not yet been agreed with the relevant Third Party and may enable the Third Party to use this and related information to its advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
158.	Schedule E8 (Lane Occupancy Fees)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information specifies the regime in relation to and the amounts that the Contractor must pay to the Principal in respect of the Lane Occupancy Fees for the tolling impacts on the Western Harbour Tunnel and WestConnex Motorways;</p> <p>b) exposing the redacted information may provide insight into the amount that the Contractor was willing to accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
159.	Schedule E9	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> c) the redacted information relates to a bespoke regime agreed by the parties with respect to access to specified areas of the Site; d) exposing the redacted information may provide insight into the amount that the Contractor was willing to accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's views on its potential capabilities and likelihood of there being a delay to traffic streams; and e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
160.	Schedule F1 (Payment)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the amounts payable to the Contractor for the works and itemises the components of the Target Cost and payment constraints in respect of the Target Cost and pricing assumptions; b) exposing the redacted information may provide insight into the amount that the Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
161.	Schedule F2 (Labour Costs)	The information is redacted is the entire schedule.	<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 could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information specifies the method of calculating the payment for Contractor's Employees and the Contractor's Multipliers; b) exposing the redacted information may provide insight into the amount that the Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
162.	Schedule F4 (Parent Company Guarantee)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</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. There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the commercial terms of the parent company guarantee negotiated between the Principal and the parent company of the Contractor; b) disclosing the redacted information 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; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
163.	Schedule F9 (Financial Reporting Form)	The information redacted is part of the schedule.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information relates to the scope of nominated commercial and operational information to be provided to TfNSW by the Parent Company Guarantor;</p> <p>b) disclosing the redacted information 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> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
164.	Schedule G1 (Electronic Files)	The information redacted is part of this schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) Schedule A15 – the redacted information is the Independent Certifier Deed and would reveal the terms of the Independent Certifier's engagement and its scope, and if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in under the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Independent Certifier Deed – a redacted version of the Independent Certifier Deed will be included on the register separately;</p> <p>b) Schedule A21 and A22 - the subcontract contemplated by the redacted information has not yet been procured and exposing the redacted information:</p> <ul style="list-style-type: none"> (i) may enable potential subcontractors to use that information to their advantage in negotiations with the Principal or the Contractor, thereby prejudicing both parties' negotiating position; (ii) the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and (iii) exposing the redacted information may provide insight into the amount that the Contractor was willing to accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; <p>c) Schedule C9 – the redacted information is documentation that relates to current TfNSW projects and contains intellectual property of third parties;</p> <p>d) Schedule E4 – the redacted information relates to a clause or schedule that has been redacted in its</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>entirety and the efficacy of the redaction to the relevant clause or schedule is dependent on references to definitions used only in that clause also being redacted;</p> <p>e) Schedule E6 – the redacted information are draft third party agreements and sets out an allocation of responsibility between the Principal and the Contractor and the commercial arrangement between the Principal and a third party which is an interfacing party, which the Principal is still in the process of negotiating. If the redacted information were disclosed, the relevant third party may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions;</p> <p>f) Schedule E7 – the redacted information is the program;</p> <p>g) Schedule F5 - the redacted information sets out the terms of the insurance policies that the Principal is required to effect and maintain;</p> <p>h) Schedule F7 - the redacted information is the cost plan for the Western Harbour Tunnel project and exposing the redacted information would provide insight into the Contractor's cost structure and profit margins,</p> <p>and:</p> <p>i) in relation to a), b), c), d), e), f), g) and h) above, revealing the information would place the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
165.	Schedule G1 (Electronic Files)	The information redacted is a name of an SWTC Appendix.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information relates to a definition that has been redacted in its entirety; b) the efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted; c) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>