

Redaction Schedule

CLASS 3 CONTRACT DISCLOSURE: Deed of Variation to Sydney Light Rail Public Private Partnership Project Deed (SLR-PPP)

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

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

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

Page Reference (PDF copy)	Clause Reference	General Description of Information	Reason for Redaction
Deed of Variation (Project Deed)			
11	Execution blocks	Names and signatures of personnel from OpCo.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information could reveal an individual's personal information. There is an overriding public interest against disclosure.
Schedule 1 – Varied Project Deed			
72	Clause 1.1 of the Operative Provisions - Definition of 'Major Delivery Phase Dispute'	A dollar figure.	<i>Section 32(1)(d), item 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.

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78	Clause 1.1 of the Operative Provisions - Definition of 'OpCo's Representative'	The name of personnel of OpCo.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information could reveal an individual's personal information. There is an overriding public interest against disclosure.
86	Clause 1.1 of the Operative Provisions - Definition of 'Qualifying Third Party Property Claim'	Dollar figures.	<i>Section 32(1)(d), item 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.
113	Clause 2.4(f)(ii) of the Operative Provisions	A date and a dollar figure.	<i>Section 32(1)(a), paragraph (b) 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. <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.
114	Clause 3.3(d)(ii) of the Operative Provisions – Term Extension	A percentage figure.	<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. <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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.

Page Reference (PDF copy)	Clause Reference	General Description of Information	Reason for Redaction
			There is an overriding public interest against disclosure.
135	Clause 6A.7(c)(iii) of the Operative Provisions – Termination in relation to the Planning Modification	A date and a dollar figure.	<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>
135	Clause 6B(b)(ii) of the Operative Provisions – Property Noise Attenuation Works	A dollar 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>
172-173	Clause 11.4A(a) of the Operative Provisions – Responsibility for asbestos in the IWLR Permanent Light Rail Corridor	A percentage figure and dollar figures.	<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), (c) and (d) of the table to 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>

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173-174	Clauses 11.4B(a)-(b) of the Operative Provisions – Responsibility for Coal Tar	A number of days, a percentage figure and dollar figures.	<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), (c) and (d) of the table to 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>
180-181	Clause 12.3(a)(i) of the Operative Provisions – Occupation of Fee Areas and Fee Zones	A dollar figure and percentage figures.	<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), (c) and (d) of the table to 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 dollar figure 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>
181	Clause 12.3(a)(ii) of the Operative Provisions – Occupation of Fee Areas and Fee Zones	A dollar 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), (c) and (d) of the table to 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>

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			This dollar figure was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
181	Clause 12.3(a)(iii) of the Operative Provisions – Occupation of Fee Areas and Fee Zones	A percentage figure.	<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. <i>Section 32(1)(d), items 4 (b), (c) and (d) of the table to 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.
183	Clause 12.3(h) of the Operative Provisions – Occupation of Fee Areas and Fee Zones	Dollar figures.	<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. <i>Section 32(1)(d), items 4 (b) and (d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. This dollar figure was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
197	Clauses 13.11(b)(i)(B) and 13.11(b)(ii)(B) of the Operative Provisions – Design Life	Words describing a period of time.	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors. <i>Section 32(1)(d), item 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.

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			There is an overriding public interest against disclosure.
203	Clause 17.1A(a) of the Operative Provisions – Extension to Date for Completion	A date.	<i>Section 32(1)(d), items 4(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.
226	Clause 19.14(a) of the Operative Provisions – Liquidated Damages in respect of Additional Required CSELRVs and Option 1A CSELRVs	A dollar figure.	<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. <i>Section 32(1)(d), item 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.
227	Clause 19.14(b)(iii) of the Operative Provisions – Liquidated Damages in respect of Additional Required CSELRVs and Option 1A CSELRVs	A percentage figure.	<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. <i>Section 32(1)(d), item 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.
228	Clause 19.16(a) of the Operative Provisions – Civils	Dollar figures 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>

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	and Systems Completion and Completion bonuses (not used / deleted clause)		<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. <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>
230	Clauses 20.3(e)(i)-(ii) and 20.3(h) of the Operative Provisions – Operations Activities Review	Words and percentage figures.	<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. <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>
241	Clause 21.8(e) of the Operative Provisions – Asset Management Failures	A dollar figure.	<p><i>Section 32(1)(a), paragraph (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 would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <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>
248	Clauses 22.1(a)(i)-(ii) and 22.1(b) of the Operative Provisions –	Dollar figures.	<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 contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p>

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	Provision of security		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.
253	Clause 23.7(a)(i) of the Operative Provisions – Revenue from commercial opportunities	A percentage figure.	<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. <i>Section 32(1)(d), item 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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
256	Clauses 25.2(a)(vi) and 25.2(a)(vii) of the Operative Provisions – Conditional Debt Pay Down	Dollar figures.	<i>Section 32(1)(d), items 1(f), 4 (a), (b) and (d) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a disadvantage in any market, reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
259-260	Clause 25.2C of the Operative Provisions – Specific Deliverables Payments	Dates and dollar figures.	<i>Section 32(1)(a), paragraphs (b) and (d) 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. <i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i>

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			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. <i>There is an overriding public interest against disclosure.</i>
290	Clause 37.3(d) of the Operative Provisions – Damage to third party property	Dollar figures.	<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. <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.
306-307	Clause 41.1 of the Operative Provisions – OpCo Events of Default	Percentage figures, numbers of minutes and occasions.	<i>Section 32(1)(a), paragraphs (d) 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 intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4 (d) of the table in section 14</i> The disclosure of this information could prejudice a person's legitimate business and commercial interests. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
318	Clause 43.1 of the Operative Provisions – OpCo Termination Events	Percentage figures, numbers of minutes and occasions.	<i>Section 32(1)(a), paragraphs (d) 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 intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), item 4 (d) of the table in section 14</i> The disclosure of this information could prejudice a person's legitimate business and commercial interests.

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			This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
363	Clause 56.6A(a)(ii) of the Operative Provisions – Executive Negotiation – Delivery Phase Disputes	Names of personnel of the D&C Contractor.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information could reveal an individual's personal information. There is an overriding public interest against disclosure.
374	Clause 58(c)(i)(D) of the Operative Provisions - Notices	A name of personnel of OpCo.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information could reveal an individual's personal information. There is an overriding public interest against disclosure.
Schedule 2 – Varied Project Deed Schedules			
423-429	Schedule A24 (<i>Revised Delivery Program</i>), Parts A, B and C	The Revised Delivery Program including methods of work and dates.	<i>Section 32(1)(a), paragraphs (d) 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 intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i> 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. There is an overriding public interest against disclosure.
478	Schedule B12 (<i>RMS TCS Plan</i>), Attachment 1	A series of dates which forms the RMS traffic control system (TCS) Plan.	<i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i> 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. There is an overriding public interest against disclosure.

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480	Schedule B13 (Hostile Vehicle Barriers) – clause 7	Dollar figures.	<p><i>Section 32(1)(a), paragraphs (a), (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 (or the combination of this information with other information that is not included) discloses the contractor's financing arrangements, 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><i>There is an overriding public interest against disclosure.</i></p>
488	Schedule B16 (Technical and Design Related Matters) – clause 10 – 755 Feeder Design	A dollar 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>
489	Schedule B16 (Technical and Design Related Matters) – Appendix 1	A series of dates which forms the Schedule of automatic vehicle location system (AVLS) service interface real-time (SIRI) Functionalities.	<p><i>Section 32(1)(d), items 4(c) and (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>

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490	Schedule B16 (<i>Technical and Design Related Matters</i>) – Appendix 2	A series of dates relating to the integration of automatic vehicle location system (AVLS) to the Transport Management Centre (TMC).	<i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i> 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. There is an overriding public interest against disclosure.
499	Schedule B17 (<i>Sydney Light Rail General Arrangement Plan</i>)	A diagram of the light rail areas.	<i>Section 32(1)(a), paragraph (d) of definition of the "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the contractor's intellectual property. <i>Section 32(1)(c)</i> The disclosure of this information could reasonably be expected to affect public safety or security. <i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle. There is an overriding public interest against disclosure.
522	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – Definition of 'Bedding In Factor'	Percentage figures.	<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. <i>Section 32(1)(d), item 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.
522	Schedule D1A (<i>Interim Period Service Payment</i>)	A dollar figure.	<i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>

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	<i>Regime</i>) – Definition of 'Interim BIC'		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. <i>Section 32(1)(d), item 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.
523	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – Definition of 'Service Deduction'	A dollar figure.	<i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> 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. <i>Section 32(1)(d), item 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.
523	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – Definition of 'Total Daily SP'	Dollar figures.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.
525-526	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – clause 4.1	Percentage figures.	<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. <i>Section 32(1)(d), item 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.

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			This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
526-527	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – clause 5.2	Percentage figures.	<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. <i>Section 32(1)(d), item 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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
527	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – clause 5.3	Time period.	<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. <i>Section 32(1)(d), item 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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
528	Schedule D1A (<i>Interim Period Service Payment Regime</i>) – Appendix 1	Dollar figures and energy volumes which together form the Energy	<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 would reveal the parties cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.

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		Bid for Operating Month.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.
535-536, 538-540, 542	Schedule D4 (<i>Net Financial Impact</i>) – clauses 2(b)-(g)	Percentage and dollar figures.	<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. <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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
544	Schedule D4 (<i>Net Financial Impact</i>) – clauses 3.5(b)-(c)	Percentage and dollar figures.	<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. <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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
544-546	Schedule D4 (<i>Net Financial Impact</i>) – clause 3.9	The entirety of the clause,	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>

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		including the title to that clause.	<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 (a), (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could place an agency at a competitive disadvantage in any market, 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. 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>
551-563	Schedule D4 (Net Financial Impact) - Attachment	A series of correspondence between TfNSW, the D&C Contractor and OpCo.	<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 (a), (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could place an agency at a competitive disadvantage in any market, 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>
565	Schedule D6 (<i>Termination Payments</i>) – definition of "Force Majeure Subcontractor Breakage Costs"	Words forming part of the definition.	<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 would disclose the contractor's cost structure or profit margins and 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>
567	Schedule D6 (<i>Termination Payments</i>) –	A percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>

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	definition of "RIN Tail Capital Sum Amount"		<p>The disclosure of this information would disclose the contractor's cost structure or profit margins and 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>
568	Schedule D6 (Termination Payments) – definition of "Subcontractor Breakage Costs"	Words forming part of the definition.	<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 would disclose the contractor's cost structure or profit margins and 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>
579-580	Schedule D6 (Termination Payments) – clause 4	Words forming parts A and B of the Termination Payment formula.	<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 would disclose the contractor's cost structure or profit margins and 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>
587	Schedule D9 (Augmentations) – Definition immediately after	Name of a term and its definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>

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	the definition of "Augmentation Consultation Group", clause 10.1(c), clause 2.3(a)(iii) of Appendix 1 and clauses 5.2(a) and (d) of Appendix 2		<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. <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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.</p>
589	Schedule D9 (<i>Augmentations</i>) – clause 3.2(g)	Dollar figures.	<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. <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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.</p>
594	Schedule D9 (<i>Augmentations</i>) – clause 10.1(c)	The entirety of the subclause.	<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. <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. This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p>

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			There is an overriding public interest against disclosure.
596-598	Schedule D9 (Augmentations) – clause 10.3	The entirety of the clause.	<p><i>Section 32(1)(a), paragraphs (a), (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 financing arrangements, discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The percentages were 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>
611	Schedule D9 (Augmentations) – clause 2.3(a)(iii)	The entirety of the subclause.	<p><i>Section 32(1)(a), paragraphs (a), (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 financing arrangements, 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>
613	Schedule D9 (Augmentations) – clauses 1.2 and 1.3 of Appendix 2	The entirety 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>

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			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.
615	Schedule D9 (Augmentations)– clause 3.2(c)(ii) of Appendix 2	A percentage figure.	<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. <i>Section 32(1)(d), item 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. The percentages were agreed by the parties (in Schedule A4 (Commercially Sensitive Information)) to be Commercially Sensitive Information. There is an overriding public interest against disclosure.
661	Schedule D9 (Augmentations) clauses 5.2(a) and (d)	The entirety of the subclauses.	<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. <i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i>
618-630	Schedule D15 (Revised Delivery Structure Payments Schedule)	The entirety of the Schedule with the exception of the title.	<i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the contractor's cost structure or profit margins, discloses the contractor's intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins. <i>Items 1(f) and 4 (b) (c) and (d) of the Table to section 14</i> <i>Section 32(1)(d), items 1(f), 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, could reveal commercial-in-confidence provisions of a government contract, diminish the

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			<p>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>
632-640	Schedule E1 (Scope and Performance Requirements) – Appendix 2A	A series of diagrams that form part of the General Arrangement Plan.	<p><i>Section 32(1)(a), paragraph (d) of definition of the "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the contractor's intellectual property. <i>Section 32(1)(c)</i> The disclosure of this information could reasonably be expected to affect public safety or security. <i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle. There is an overriding public interest against disclosure.</p>