

**Government Information (Public Access) Act 2009 (GIPA Act)**

**Explanatory Table of Redactions**

**Country Regional Network – Operations and Maintenance Deed**

Due to their size, any attachments to the Contract stated to have been provided on a hard drive have not been made available on TfNSW’s contracts register. These documents may be made available upon request, subject to section 32(1) of the GIPA Act and any overriding public interest against disclosure. Please contact <https://www.transport.nsw.gov.au/about-us/access-to-information> .

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
CRN – Operations and Maintenance Deed – PART 1			
1.	Covering page. Redacted information is a name and contact details.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal the personal information of individuals.  It is not intended that this information will be disclosed at a later date.
2.	Definition of “Baseline GTK”. Information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of “commercial-in-confidence provisions” (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure of this information because revealing the information would expose the commercial position negotiated between the parties and therefore: (a) could prejudice the contractor in future negotiations on similar projects; (b) will diminish the commercial value of the information; (c) will prejudice the contractor’s legitimate business, commercial and financial interests; and (d) would place the contractor at a substantial disadvantage in relation to other contractors or potential contractors.

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			It is not intended that this information will be disclosed at a later date.
3.	The definition immediately following the definition of "Business Day". The information redacted is entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure of this information for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
4.	Definition of "Default Event". Information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure of this information for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
5.	Definition of "Enhancement Activities Package Cap". The information redacted is a percentage.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
6.	Definition immediately following the definition of "First Extended Expiry Date". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
7.	Definition of "Force Majeure Event". The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
8.	The definition immediately following the definition of "Foreign Legal Opinion". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
9.	The definition immediately following the definition of "General Conditions". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
10.	The definition immediately preceding the definition of "GIPA Act". The information redacted is entire the definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
11.	The definition immediately after the definition of "Incident". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
12.	Definition immediately after the definition of "Investigative Authority". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

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13.	Definition immediately after the definition of "Investigative Authority". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
14.	Definition immediately after the definition of "Investigative Authority". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
15.	Definition immediately after the definition of "Investigative Authority". The information redacted is the entire definition. [	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
16.	Definition immediately after the definition of "Investigative Authority". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
17.	Definition immediately after the definition of "Pollution". The information redacted is the entire definition	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

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18.	Definition immediately after the definition of "Pollution". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
19.	Definition immediately after the definition of "Pollution". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
20.	Definition immediately after the definition of "Pollution". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
21.	Definition immediately after the definition of "Pollution". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
22.	Definition immediately following the definition of "Prospective Successor Service Provider". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

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23.	Definition following the definition of "Prospective Successor Service Provider". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
24.	Definition following the definition of "Prospective Successor Service Provider". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
25.	Definition following the definition of "Prospective Successor Service Provider". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
26.	Definition following the definition of "Prospective Successor Service Provider". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
27.	Definition following the definition of "Prospective Successor Service Provider". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

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28.	Definition immediately following definition of "Related Party". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
29.	Definition immediately following "Scope of Works Deliverable Schedule". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
30.	Definition of "Significant Change to Operations". The information redacted is a percentage.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
31.	The definition immediately following the definition of "TfNSW Regional and Outer Metropolitan Area". The information redacted is entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
32.	Definition of "Unpaid Previous Service Provider In-Scope Employees". The information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

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33.	Clause 3.4(g)(i)(C)(1) and (2). The information redacted is addresses.	Section 32(1)(c) and Section 32(1)(d).  Items 2(d) and 2(e) the of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure because to reveal the redacted information will disclose the details of the location of particular proposed facilities, and such disclosure may risk public safety and the security of the relevant infrastructure.  It is not intended that this information will be disclosed at a later date.
34.	Clause 3.4(g)(i)(D)(2) and (3). The information redacted is addresses.	Section 32(1)(c) and Section 32(1)(d).  Items 2(d) and 2(e) the of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 33.  It is not intended that this information will be disclosed at a later date.
35.	Clause 3.4(g)(ii)(A) and (B). The information redacted is addresses.	Section 32(1)(c) and Section 32(1)(d).  Items 2(d) and 2(e) the of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 33.  It is not intended that this information will be disclosed at a later date.
36.	Clause 3.4(h)(i) and (ii). The information redacted is addresses.	Section 32(1)(c) and Section 32(1)(d).  Items 2(d) and 2(e) the of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 33.  It is not intended that this information will be disclosed at a later date.
37.	Clause 3.5(a), (b), (c) and (f). The information redacted is time periods.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.



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		Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	It is not intended that this information will be disclosed at a later date.
38.	Clause 3.6(a) and (b). The information redacted is time periods.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
39.	Clause 3.8(a). Information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information is the amount of security that must be provided to the Principal by the Contractor. To reveal the redacted information would disclose the contractor's cost structure.  It is not intended that this information will be disclosed at a later date.
40.	Clause 3.9(c). Information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information is the amount of replacement security that must be provided to the Principal by the Contractor. To reveal the redacted information would disclose the contractor's cost structure. It is not intended that this information will be disclosed at a later date.

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41.	Clause 4.1(a). Information redacted is a time period.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
42.	Clause 4.6(a). Information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information is the amount to be paid in relation to employee entitlements. To reveal the redacted information would disclose the contractor's financing arrangements and/or cost structure.  It is not intended that this information will be disclosed at a later date.
43.	Clause 6.12(h). Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because of the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
44.	Clause 16(f)(i). Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure because of the reasons set out in Item 2.

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		Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	It is not intended that this information will be disclosed at a later date.
45.	Clause 17.2. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information relates to the compensation structure under the contract. To reveal the redacted information would disclose the contractor's cost/compensation structure.  It is not intended that this information will be disclosed at a later date.
46.	Clause 17.7. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
47.	Clause 19.1. Information redacted is words and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) revealing the information redacted would disclose the terms and limits of the contractor's insurance policies under the contract; and (b) of the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

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48.	Clause 19.1A. Information redacted is words and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
49.	Clause 19.2. Information redacted is words and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
50.	Clause 19.5. Information redacted is words and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
51.	Clause 19.12. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
52.	Clause immediately after clause 19.13 up to clause 20 and relevant headings in table of contents. Information redacted is entire clauses.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.

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53.	Clause 20.5 to 20.10 and relevant headings in table of contents. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) revealing the information redacted would disclose the liability framework for the project; and (b) of the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
54.	Clause 21.8. Information redacted is a monetary figure.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) revealing the information redacted would disclose payments made in relation to the Contractor's intellectual property in which the Contractor has an interest; and (b) the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
55.	Clause 27.3(e). Information redacted is a formula.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
56.	Clause 36. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.

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		Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	It is not intended that this information will be disclosed at a later date.
57.	Clause 36, Table A. Information redacted is words and monetary amounts.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
58.	Execution Block. Information redacted is personal information.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.  It is not intended that this information will be disclosed at a later date.
59.	Attachment A (first row). Information redacted is personal information.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.  It is not intended that this information will be disclosed at a later date.
60.	Attachment A (second row). Information redacted is a date.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
61.	Attachment A (fifth row). Information redacted is personal information.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			It is not intended that this information will be disclosed at a later date.
62.	Attachment A (seventh row). Information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
63.	Attachment B. The information redacted is a monetary amount.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 40.  It is not intended that this information will be disclosed at a later date.
64.	Attachment C, definition of "Specified Rate". The information redacted is percentages and words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
65.	Attachment C. Clause 11.1. Information redacted is personal information.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.  It is not intended that this information will be disclosed at a later date.
66.	Attachment D and relevant heading in table of contents. The information redacted is the entire attachment.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	It is not intended that this information will be disclosed at a later date.
67.	Attachment G. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information relates to the compensation structure under the contract. To reveal the redacted information would disclose the contractor's cost/compensation structure.  It is not intended that this information will be disclosed at a later date.
<b>CRN – Operations and Maintenance Deed – PART 2</b>			
68.	Attachment J. Definition of "Specified Rate". Information redacted is words and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
69.	Attachment J. Clause 11.13(a). Information redacted is names and contact details.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.  It is not intended that this information will be disclosed at a later date.
70.	Attachment L and relevant headings in table of contents. The information redacted is the entire attachment.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.



Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			It is not intended that this information will be disclosed at a later date.
71.	Attachment M and relevant heading in table of contents. The information redacted is words and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
72.	Schedule 1 (Variations Schedule) Part 1. The information redacted is the entire Part 1.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information relates to the compensation structure under the contract. To reveal the redacted information would disclose the contractor's cost/compensation structure.  It is not intended that this information will be disclosed at a later date.
73.	Schedule 1 (Variations Schedule) Part 2 clause 1.1 The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 72.  It is not intended that this information will be disclosed at a later date.
74.	Schedule 1 (Variations Schedule) Part 2 clause 1.2. The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 72.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
75.	Schedule 1 (Variations Schedule) Part 3. The information redacted is the entire table set out in Part 3.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 72.  It is not intended that this information will be disclosed at a later date.
76.	Schedule 1 (Variations Schedule) Part 3 clause 1.2. The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 72.  It is not intended that this information will be disclosed at a later date.
77.	Schedule 1 (Variations Schedule) Part 3 clause 1.3. The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 72.  It is not intended that this information will be disclosed at a later date.
78.	Schedule 2. The information redacted is the entire Schedule.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
79.	Schedule 3. The information redacted is the entire Schedule.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
80.	Schedule 4. Clause 2.3 to the start of clause 3. The information redacted is a table.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
81.	Schedule 4. Clauses 3.1, 4.1 and 5.1. The information redacted is a formula.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
82.	Schedule 4. Clause 5.2. The information redacted is percentages and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
83.	Schedule 4. Clause 5.3. The information redacted is percentages and monetary figures.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
84.	Schedule 4. Clause 5.4. The information redacted is a formula.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
85.	Schedule 4. Clause 6. The information redacted is formulas, monetary figures and percentages.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
86.	Schedule 4. Clause 7. The information redacted is formulas, monetary figures and percentages.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
87.	Schedule 4. Clause 8. The information redacted is a formula.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
88.	Schedule 4. Clause 9. The information redacted is time periods and percentages.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
89.	Schedule 4 Appendix 1 (Speed restrictions tolerance levels). The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
90.	Schedule 4 Appendix 2 (Track condition Index tolerance levels). The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
91.	Schedule 6. The information redacted is personal information relating to agreements with individuals.	Section 32(1)(d) and item 3(a) of the table in section 14.	TfNSW has determined there is an overriding public interest against disclosure of this information because it would reveal personal information of individuals.  It is not intended that this information will be disclosed at a later date.
92.	Schedule 10 and relevant heading in table of contents. The information redacted is the entire schedule.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.  It is not intended that this information will be disclosed at a later date.
93.	Schedule 12. Clause 2.3(a) and (c). The information redacted is percentages.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 39.
94.	Schedule 12. Clause 7.6(a). The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
95.	Schedule 12. Clause 8.6(d). The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 44.  It is not intended that this information will be disclosed at a later date.
96.	Schedule 12. Clause 9.1. The information redacted is words and percentages.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
97.	Schedule 13 and relevant heading in table of contents. The information redacted is the entire schedule.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
98.	Schedule 14. Clause 5.2. The information redacted is monetary figures and words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
99.	Schedule 14. Clause 5.7. The information redacted is a time period.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 47.  It is not intended that this information will be disclosed at a later date.
Scope of Works – Volume 1 Part 1, Part 2 and Part 3			

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
100.	Definition immediately following "Environmental Management Plan". The information redacted is the entire definition.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
101.	Section 5.8.1. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information relates to calculation of unit costs. To reveal the redacted information would disclose the contractor's cost/compensation structure for the project and the contractor's profit margin.  It is not intended that this information will be disclosed at a later date.
102.	Section 5.8.10. Information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information relates to calculation of unit costs. To reveal the redacted information would disclose the contractor's cost/compensation structure for the project.  It is not intended that this information will be disclosed at a later date.

Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
103.	<p>Appendix C (Management Plans). The information redacted is the entire Appendix.</p> <p>Appendix C is contained in Volumes 1 Parts 1, 2 and 3 and Volume 2 Parts 1, 2, 3 and (in part) 4 of the Scope of Works.</p>	<p>Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14.</p> <p>Paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).</p>	<p>TfNSW has determined there is an overriding public interest against disclosure of this information for the following reasons:</p> <p>(a) The Management Plans were prepared by the contractor for the purposes of preparing and submitting a bid for the project. The Management Plans set out how the contractor addressed TfNSW's requirements for the project. Revealing the redacted information would:</p> <ul style="list-style-type: none"> <li>(i) place the contractor at a substantial commercial disadvantage in relation to other contractors in relation to future projects of a similar nature;</li> <li>(ii) prejudice the contractor in future negotiations on similar projects;</li> <li>(iii) diminish the commercial value of the information;</li> <li>(iv) prejudice the contractor's legitimate business, commercial and financial interests; and</li> <li>(v) disclose intellectual property in which the contractor has an interest.</li> </ul> <p>It is not intended that this information will be disclosed at a later date.</p>
<b>Scope of Works – Volume 2 Part 4</b>			
104.	<p>Appendix H (Scope of Works Deliverables Schedule). The information redacted is a monetary figure.</p>	<p>Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14.</p> <p>Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).</p>	<p>TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.</p>



Item	Agreement clause/description of information redacted	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
105.	Appendix J (Property Management Services). Section 5.2.1. The information redacted is monetary figures.	Section 32(1)(a) and Section 32(1)(d). Item 4(b) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 45.
106.	Appendix K (Overbridge Maintenance Services). Section 4. The information redacted is words.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure for the reasons set out in Item 2.  It is not intended that this information will be disclosed at a later date.
107.	Appendix M (10MSP Reference Costs). The information redacted is the entire schedule.	Section 32(1)(a) and Section 32(1)(d). Items 4(b), (c) and (d) of the table in section 14. Paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1 Schedule 4).	TfNSW has determined there is an overriding public interest against disclosure because: (a) of the reasons set out in Item 2; and (b) the redacted information relates to the compensation structure under the contract. To reveal the redacted information would disclose the contractor's cost/compensation structure.  It is not intended that this information will be disclosed at a later date.