

Government Information (Public Access) Act 2009 (NSW)

Explanatory Table

Sydney Metro Western Sydney Airport – Surface and Civil Alignment Works Design and Construction Deed Contract Number: WSA-300-SCAW

Capitalised terms in this table have the meaning given to them in the Sydney Metro Western Sydney Airport Surface and Civil Alignment Works Design and Construction Deed (**SCAW Deed**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

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

Sydney Metro notes that Schedule A21 (*Information Documents*), Schedule A31 (*Tender Design Inconsistencies*), Schedule C1 (*SCAW Specification*), Schedule D8 (*Third Party Agreements*), Schedule E6 (*Insurance Policies*) and Schedule F1 (*Electronic Files*) contain a large number of files and are subject to technical size limitations. As such, these documents to the SCAW Deed have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact SMPProcurement@transport.nsw.gov.au to arrange a time to inspect.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
MAIN BODY				
1.	Clause 1.1 (Definitions)	The information redacted is 106 definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to certain elements under the SCAW Deed; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the redacted information relates to clauses that have been redacted in their entirety, and the efficacy of the redaction of those clauses rely on these definitions also being redacted. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
2.	<p>Definition of "Change in Codes and Standards "</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) disclosure of the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
3.	<p>Definition of "Change in Law"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
4.	<p>Definition of "Construction Contract Sum"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out Construction Contract Sum, being the dollar amount that the Principal is to pay the SCAW Contractor for the construction work to be performed under the SCAW Deed; b) exposing the redacted information would reveal the amount that the SCAW Contractor was willing to accept for the construction work (and all affiliated risks) under the SCAW Deed. Exposing this information may provide insight into the SCAW Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
5.	<p>Definition of "Delay Costs"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out: <ul style="list-style-type: none"> i. specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; and ii. payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			commercial interests. There is an overriding public interest against disclosure.	
6.	<p>Definition of "Design Contract Sum"</p> <p>Clause 1.1 (Definitions)</p>	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Design Contract Sum, being the dollar amount that the Principal is to pay the SCAW Contractor for its design services under the SCAW Deed; b) exposing the redacted information would reveal the amount that the SCAW Contractor was willing to accept for the design work (and all affiliated risks) under the SCAW Deed. Exposing this information may provide insight into the SCAW Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			commercial interests. There is an overriding public interest against disclosure.	
7.	<p>Definition of "Designated Significant Subcontract"</p> <p>Clause 1.1 (Definitions)</p>	The information redacted is the entire definition.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) disclosure of the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to which subcontractors constitute Designated Significant Subcontractors, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those parties; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

8.	<p>Definition of "Direct Costs"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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9.	<p>Definition of "Environmental Representative or ER"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the name, ABN and address of the Environmental Representative.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is the name, ABN and address of the Environmental Representative appointed by Sydney Metro; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	<p>Definition of "Excusable Cause of Delay"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial

			<p>commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	<p>Definition of "Human Health and Environment Risk Assessment"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b),</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to spoil re-use, and therefore the risk that the SCAW Contractor was willing to price and accept; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events</p>

			<p><i>(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>	and circumstances change.
12.	<p>Definition of "Initial Payment"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of the Initial Payment; b) exposing the redacted information would reveal the amount that the SCAW Contractor was willing to accept for the Initial Payment. Exposing this information may provide insight into the SCAW Contractor's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
13.	<p>Definition of "Key Plant and Equipment"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the specific Key Plant and Equipment for which the SCAW Contractor will be entitled to claim relief for under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
14.	<p>Definition of "Key Plant and Equipment Manufacturing Country"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is specific countries.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information identifies the Key Plant and Equipment Manufacturing Countries. The definition of Key Plant and Equipment Manufacturing Countries is relevant to determining where the SCAW Contractor has an entitlement and/or the scope of events that may give rise to a Force Majeure Event; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Force Majeure Events within and outside of a Key Plant and Equipment Manufacturing Country, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's views on the likelihood of Force Majeure Events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
15.	<p>Definition of "Key Professional Services"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) disclosure of the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to which subcontracts constitute Key Professional Services, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those parties; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

16.	<p>Definition of "Offsite Overheads"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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<p>17.</p>	<p>Definition of "On-Site Overheads"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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<p>18.</p>	<p>Definition of "Open Book Basis" Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out disclosure requirements regarding payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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19.	<p>Definition of "Overheads"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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20.	<p>Definition of "Profit Margin"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the SCAW Contractor's cost structure, profit margins or full base case financial model and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors or other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out payment arrangements for the works and services delivered under the SCAW Deed; b) the information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the work; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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21.	<p>Definition of "Project Contract Sum Adjustment Event"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the parties' cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out a project-specific grounds on which the SCAW Contractor will be entitled to claim relief for the Project Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	<p>Definition of "SCAW Contractor Consortium Deed"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the SCAW Contractor's Consortium Deed is confidential and exposing the name and details of this document may provide insight into the nature of the document; and b) the public interest has been served by revealing the fact that there

			<p>contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>was a SCAW Contractor Consortium Deed. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise name and details of this document.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	<p>Definition of "SCAW Contractor Guarantor"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information regulates the Parent Company Guarantees to be provided by the SCAW Contractor to the Principal; b) exposing the redacted information would reveal the nature and scope of the Parent Company Guarantees that the SCAW Contractor was willing to provide in relation to the project. It may also provide insight into the SCAW Contractor's views on the likelihood of the Principal having a right against the Parent Company Guarantor; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that a Parent Company Guarantee is required to be provided by the SCAW Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the identity of the SCAW Contractor Guarantor. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

24.	<p>Definition of "Significant Subcontract"</p> <p>Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out which Subcontracts attract additional obligations under the SCAW Deed (for example, including mandatory provisions set out in Schedule A5); b) the redacted information reflects the risk priced and accepted by the SCAW Contractor and may also provide insight into the SCAW Contractor's underlying cost structure; and c) the public interest has been served by revealing the existence of certain obligations on the SCAW Contractor in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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<p>25.</p>	<p>Definition of "Site Conditions" Clause 1.1 (Definitions)</p>	<p>The information redacted is part of the definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Site Conditions, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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<p>26.</p>	<p>Definition of "Working Parameters" Clause 1.1 (Definitions)</p>	<p>The information redacted is the entire definition.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Working Parameters, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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27.	Clause 1.2(u) (Interpretation)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information relates to a redacted substantive clause of the SCAW deed, and the efficacy of that redaction relies on this clause also being redacted; b) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the SCAW Contractor; c) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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<p>28.</p>	<p>Clauses 4.2(a)(vii), 4.2(a)(viii) and 4.2(a)(ix)</p> <p>(Acceptance of risk)</p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> e) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the SCAW Contractor; f) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and g) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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29.	Clause 4.3(a) (Environmental requirements)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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30.	Clause 4.4(b) (Utility Services)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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31.	Clauses 4.4(c) - (i) <i>(Utility Services)</i>	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the responsibilities of the parties in relation to the discovery of certain Utility Service Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to specific Utility Service Works, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of certain risks concerning utility works arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
32.	<p>Clause 4.10(a)(iii), (iv) and (v), 4.10(b)(i), (ia), (ii) and (vi) and 4.10(d) and (e)</p> <p><i>(Cooperation and coordination with Interface Contractors)</i></p>	<p>The information redacted is parts of clauses and whole clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of Interface Contractors (including entitlements for the SCAW Contractor), and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
33.	<p>Clause 4.10A(a)(iv) and 4.10A(b)(i) and (v)</p> <p><i>(Cooperation and coordination with Airport Lessee and Airport Lessee Contractors)</i></p>	The information redacted is parts of clauses and whole clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of the Airport Lessee and Airport Lessee Contractors, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
34.	Clause 5.2(b)(ii) and (d)(i) (Subcontracting)	The information redacted is part of a clause and dollar amounts.	<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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> i. the value of Subcontracts which must be disclosed to the Principal; or ii. commercially sensitive information in relation to Subcontractors; <p>b) the redacted information reflects the risk priced and accepted by the SCAW Contractor and may also provide insight into the SCAW Contractor's underlying cost structure; and</p> <p>c) the public interest has been served by revealing the existence of certain obligations on the SCAW Contractor in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			commercial interests. There is an overriding public interest against disclosure.	
35.	Clause 6.1(a) (Unconditional undertakings)	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage of the Project Contract Sum that the SCAW Contractor must provide to the Principal as an unconditional undertaking; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor for default events, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SCAW Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
36.	Clause 6.2(a) <i>(Requirements for unconditional undertakings)</i>	The information redacted is part of a clause and percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage value of all unconditional undertaking which must be in the form of bank guarantees and insurance bonds. b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SCAW Contractor and that the Principal may have recourse to these undertakings at any time. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
37.	Clause 6.3(b) <i>(Recourse to unconditional undertakings)</i>	The information redacted is an entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the limitations on the Principal's ability to have recourse to unconditional undertakings; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SCAW Contractor and that the Principal may have recourse to these undertakings at any time. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 6.4(b)(ii) <i>(Release of unconditional undertakings)</i>	The information redacted is a date.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the date by which the Principal must release the unconditional undertakings;

			<p>information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to security, and therefore the level of risk that the SCAW Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SCAW Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 6.4(b) <i>(Release of unconditional undertakings)</i>	The information redacted is 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> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the amount of the unconditional undertaking that the Principal can withhold on the date 18 months after the Date of Substantial Completion as a percentage of the cost of rectifying any outstanding Defects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the rectification of Defects 18 months after the Date of Substantial</p>

			<p>commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Completion, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the SCAW Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 6.4(d) <i>(Release of unconditional undertakings)</i>	The information redacted is part of a 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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines the time period in which the Principal must release the unconditional undertakings to the SCAW Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the retention and release of the unconditional undertakings, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial</p>

			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that unconditional undertakings are required from the SCAW Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the time periods for release.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	<p>Clauses 7.3(a)(i)(B), 7.3(b)(ii), 7.3(b)(iv), 7.3(b)(iva), 7.3(b)(v)(E), 7.3(d)(iii)(A)(bb) and 7.3(e)</p> <p><i>(Change in Law)</i></p>	<p>The information redacted is part of clauses and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> i. is commercially sensitive information regarding the allocation of risk between the Principal and the SCAW Contractor; and/or ii. relates to definitions that have been redacted in their entirety; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as</p>

			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 7A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
43.	<p>Clause 8.2(a)(iv)(B)</p> <p>(Work health and safety)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to assurances that the SCAW Contractor is required to provide in respect of Subcontractors, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
44.	Clause 8.5(d)(i) (Sydney Metro Principal Contractor Health and Safety Standard)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Changes to the Sydney Metro Principal Contractor Health and Safety Standard, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
45.	<p>Clauses 10.3(a)(i), 10.3(a)(ii), 10.3(b) and 10.3(c)</p> <p><i>(Occupation and use of partially completed Project Works)</i></p>	<p>The information redacted is part of a clause and entire clauses.</p>	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the approach to Portions, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
46.	<p>Clause 10.4 preamble and 10.4(b)(ii)</p> <p><i>(Reduction in entitlement)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
47.	Clause 12.1A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of access requirements and any entitlements for the SCAW Contractor in relation to such access; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
48.	Clause 12.2(ka) (Access)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of access requirements and any entitlements for the SCAW Contractor in relation to such access. Therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
49.	Clause 12.6 (Extra Land)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of survey data and any entitlements for the SCAW Contractor in relation to such survey data; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure	
50.	Clauses 12.8(c) and 12.8(e) <i>(Physical conditions)</i>	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the efficacy of the redaction to the relevant clause is dependent on the clause which is subject of the clause reference also being redacted; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of physical conditions, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
51.	Clause 12.12	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
52.	Clause 12.13	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
53.	Clause 12.13A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
54.	Clause 12.14	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
55.	Clause 12.15	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
56.	Clause 12.16	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
57.	Clause 12.17	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
58.	Clause 12.18	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
59.	Clause 12.19	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
60.	Clause 12.20	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
61.	Clause 12.21	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
62.	Clause 12.22	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
63.	Clause 12.23	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
64.	Clause 12.24 (Interface with Third Parties)	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted set out the rights and obligations of the parties in relation to the Third Party Agreements; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the Third Party Agreements, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; c) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and d) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
65.	<p>Clause 12.25 (<i>Adjoining Properties</i>)</p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b),</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties; b) the Principal is still in the process of negotiating with adjoining property owners. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p><i>(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>	
66.	Clause 12.28	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> d) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; e) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and f) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
67.	Clause 14.2A	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p><i>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>	
68.	<p>Clauses 14.6(b)(i), 14.6(b)(ii)(E)(aa) and (bb)</p> <p><i>(Ownership of documentation)</i></p>	<p>The information redacted is part of a clause and an entire subclause.</p>	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins, intellectual property in which it may have an interest and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
69.	Clause 14.9 (Design Life)	The information redacted is the entire 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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets the SCAW Contractor's liability in respect of the Design Lives; b) exposing the redacted information would also reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the Design Lives of the Project Works, and therefore the level of risk that the SCAW Contractor was willing to price and accept; c) The design life time periods provide insight into the SCAW Contractor's capabilities, and that information is expected to be used by the SCAW Contractor in the future; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
70.	Clause 14A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out specific grounds on which the SCAW Contractor will be entitled to claim relief under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
71.	Clauses 15.2(a)(iii) and (d) (Proposed Changes)	The information redacted are entire sub-clauses.	<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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information contains information regarding the SCAW Contractor's entitlements when responding to a Change Proposal Request from the Principal; b) the disclosure of the redacted information would provide insight into how the SCAW Contractor may respond to, and what it would be willing to accept in relation to a Change Proposal Request. Exposing this information may provide insight into the SCAW Contractor's profit margins and its views on of the likelihood of it being asked to respond to a Change Proposal Request; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the remainder of the clause on Proposed Changes. In light of the disclosure of this information there is an overriding public interest against the disclosure of the other clauses. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
72.	Clause 15.7(g)(ii) (SCAW Contractor may propose Change)	The information redacted is 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> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information reveals the percentage of savings to be passed on to the SCAW Contractor if a Change gives rise to cost savings; b) the disclosure of the redacted information reveals the apportionment of benefits arising from a cost saving as agreed between the parties. Exposing this information may provide insight on the SCAW Contractor's views of its potential capabilities, and the likelihood of it being able to streamline the works to gain benefit from this cost savings clause. It may also provide insight into the SCAW Contractor's profit margins; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that the Project Contract Sum would be reduced by an amount proportional to the size of the cost saving. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
73.	<p>Clauses 16.4(ab), 16.4(b), 16.4(c), 16.4(d), 16.4(e) and 16.4(f)</p> <p>(Setting Out)</p>	<p>The information redacted is part of 16.4(b) as well as the whole of 16.4(ab) and 16.4(c)-(f).</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information contains information regarding the Principal's preparation and supply of Survey Data to the SCAW Contractor; b) the disclosure of the redacted information would provide insight into whether the Principal is required to provide Survey Data and how the SCAW Contractor is to use any information provided. Exposing this information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to any provided Survey Data; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the remainder of the clause on Setting Out. In light of the disclosure of this information there is an overriding public interest against the disclosure of the other clauses. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
74.	Clause 16.8(c) and (e)	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information relates to a redacted substantive clause of the SCAW deed, and the efficacy of that redaction relies on this clause also being redacted; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Compensable Hazardous Materials, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			commercial interests. There is an overriding public interest against disclosure.	
75.	Clause 17.2(a)(i) and (a)(ii), 17.2(c) and 17.2(d) (Principal's Representative's Direction)	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) part of the redacted information relates to a redacted definition of the SCAW deed, and the efficacy of that redaction relies on parts of this clause also being redacted; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
76.	Clauses 17.3(a)(ii)(D) <i>(Correction of Defect or Change)</i>	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in respect of the correction of Defects, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
77.	<p>Clauses 17.4(a) and 17.4(b)</p> <p><i>(Acceptance of work or rectification by others)</i></p>	<p>The information redacted is part of clause and entire clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to accepting work or rectification of work others than the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
78.	Clauses 17.5 (Acceptance of work or rectification by others)	The information redacted is part of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to overcoming Defects, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
79.	<p>Clauses 17.5(c) and (d)</p> <p><i>(Acceptance of work or rectification by others)</i></p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to overcoming Defects, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
80.	Claus 17.5A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Defects and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's view on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
81.	Clause 17.6(a) and 17.6(b) (Works)	The information redacted is dates.	<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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the end of the Defects Correction Period; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the rectification of defects after the Date of Completion of a Portion, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of ongoing defects arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
82.	Clause 17.11(ba) and 17.11(bb) <i>(Warranties by Others)</i>	The information redacted is entire subclauses.	<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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information contains information regarding the Warranties provided by the SCAW Contractor to the Principal; b) the disclosure of the redacted information would expose the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the Principal was willing to price and accept in relation to the Warranties provided by the SCAW Contractor; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the remainder of the clauses on Warranties by Others. In light of the disclosure of this information there is an overriding public interest against the disclosure of the other clauses. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
83.	Clause 17.14(a)(ii) <i>(Disputes Regarding Defects)</i>	The information redacted is part of a 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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 1(d) and (f) and item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information contains information regarding dispute limitations and thresholds between the SCAW Contractor and the Principal; b) the disclosure of the redacted information would expose the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the parties were willing to price and accept in relation to Disputes Regarding Defects; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
84.	Clause 18.1(e) (Principal's Representative)	The information redacted is part of a clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Principal's Representative; b) exposing the information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the occurrence of particular events. Exposing this information may also provide insight into the SCAW Contractor's views on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Clause 18.2(d)(iii) (SCAW Contractor's personnel)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of the matters which the Project Director of the SCAW Contractor can enter into on the basis of their delegated authority;

			<p>information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) the redacted information concerns sensitive information on the internal operations of the SCAW Contractor. Revealing the redacted information may prejudice the SCAW Contractor's legitimate business and commercial interests, as other parties dealing with the SCAW Contractor may be able to use this information to their advantage; and</p> <p>c) the public interest has been served by revealing the fact that the Project Director has the delegated authority to bind the SCAW Contractor in matters below of specific value. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	<p>Clause 18.12(b)(iv), (d)(iii)(A) and (B)</p> <p><i>(Minimise disruption and complaints and notifications)</i></p>	<p>The information redacted is a part of a clause and dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) part of the redacted information relates to a redacted substantive clause of the SCAW deed, and the efficacy of that redaction relies on this clause also being redacted;</p> <p>b) part of the redacted information sets out the value of damage to adjoining land which the SCAW Contractor must repair;</p>

			<p>and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the repair of damage on Adjoining Properties, and therefore the level of risk that the SCAW Contractor was willing to price and accept;</p> <p>d) the information may also be used by adjoining properties owners, prejudicing the position of the SCAW Contractor when resolving claims concerning damage to adjoining land;</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>f) the public interest has been served by revealing the existence of a maximum value for repair work to Adjoining Properties that the SCAW Contractor is required to carry out. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	<p>Clauses 19.6(b)(ia), 19.6(d), 19.6(d)(i) and 19.6(f)(i) and 19.6(f)(ii).</p> <p><i>(Extension of time)</i></p>	<p>The information redacted is an entire clause and parts of clauses.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) elements of the redacted information relates to another clause or item which has been redacted, in some cases which relates to the SCAW Contractor's potential entitlements;</p> <p>b) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal and the SCAW Contractor;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to</p>

			There is an overriding public interest against disclosure.	<p>price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of certain events arising; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the public interest has been served by the disclosure of the remainder of the clause on extensions of time. In light of this disclosure there is an overriding public interest against the disclosure of the particular paragraphs.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	<p>Clause 19.9(c) and 19.9(j)(ii)(B)</p> <p><i>(Directions to change sequencing, accelerate, defer activities or make accessible)</i></p>	The information redacted is part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

			<p><i>section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Clause 19.10 (SCAW Contractor's delay costs)	The information redacted is the entire 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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the SCAW Contractor's entitlement to delay costs, including events giving rise to delay costs; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to key delay risks, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key delay events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
90.	<p>Clause 20.3 (Effect of payment schedules and payments)</p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information concerning payment rights; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	<p>Clauses 20.4(a) and (b) (Provision of documentation and other requirements)</p>	<p>The information redacted is percentages.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay the SCAW Contractor if the SCAW Contractor has not complied with the conditions listed in clauses 20.4(a) or 20.4(b); b) the purpose of the clause is to incentivise the SCAW Contractor to provide all documents and achieve the other requirements set out in clauses 20.4(a) and 20.4(b). The redacted information reflects a

			<p>commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>negotiated amount which the SCAW Contractor has priced and accepted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the SCAW Contractor the amount set out in a payment schedule if the SCAW Contractor fails to satisfy its obligations set out under clauses 20.4(a) or 20.4(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Clause 20.10 (Interest)	The information redacted is 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> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the percentage at which the Principal will pay the SCAW Contractor simple interest above the Bank Bill Rate;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor for outstanding amounts payable, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial</p>

			<p>Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
93.	<p>Clause 20.13(a)(ii)(B)</p> <p><i>(Initial Payment)</i></p>	<p>The information redacted is a percentage.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the undertaking required being a percentage of the Initial Payment; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor for the minimum undertakings required before the Initial Payment is made, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	<p>Clauses 20.13(d) and (e)</p> <p>(Initial Payment)</p>	<p>The information redacted is time periods, amounts and a dollar amount.</p>	<p><i>Section 31(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> i. the timeframe for repayment of the Initial Payment by the SCAW Contractor; ii. the amount by which the SCAW Contractor's payment claims will be reduced to allow for repayment of the Initial Payment; and iii. the timeframe which triggers a repayment obligation for the SCAW Contractor if the deed is terminated; and <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
95.	<p>Clauses 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7 and 22.12</p> <p>(Liability)</p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the SCAW Contractor's total aggregate liability, including limits on the SCAW Contractor's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to liability under the SCAW Deed. Exposing this information may provide insight into the SCAW Contractor's views on its potential capabilities and the likelihood of the SCAW Contractor being liable; c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future

			<p>commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	<p>Clauses 23.2 and 23.3</p> <p><i>(Risks and Insurance)</i></p>	<p>The information redacted is entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the SCAW Contractor's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to liability under the SCAW Deed. Exposing this information may provide insight into the SCAW Contractor's views on its potential capabilities and the likelihood of the SCAW Contractor being held liable in the circumstances specified in these clauses; c) the redacted information sets out an arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and

			<p>SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
97.	<p>Clauses 23.4(a)(i), 23.5(c), 23.7, 23.8, 23.9, 23.10, 23.11, 23.12, 23.13, 23.14, 23.15, 23.16, 23.17, 23.18, 23.19, 23.21 and 23.23</p> <p><i>(Risks and Insurance)</i></p>	<p>The information redacted is a date, a dollar amount and entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information outlines:</p> <ol style="list-style-type: none"> i. the time period in which the Principal must effect the insurances set out in Schedule E6; and ii. the insurance policies that the SCAW Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to</p>

			<p><i>Schedule 4</i> The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>its insurance obligations and insurance risk, and the level of insurance risk that the SCAW Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the SCAW Contractor to effect may be taken as an indication of the risk levels involved with the SCAW Contractor's obligations under the SCAW Deed. This may have signalling effects to the market and provide insight into the SCAW Contractor's financial arrangements; and</p> <p>d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
98.	<p>Clauses 24.4(a)(i)(C), 24.4(a)(iii), 24.4(a)(v), 24.4(a)(viii), 24.4(d) and 24.4(e)</p> <p><i>(Termination or</i></p>	<p>The information redacted is parts of clauses and entire clauses.</p>	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the SCAW Contractor. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of an event entitling the Principal to</p>

	<p>take out by the Principal for insolvency or breach)</p>		<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>exercise its rights; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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99.	<p>Clauses 24.4(a)(ix) and (x)</p> <p><i>(Termination or take out by the Principal for insolvency or breach)</i></p>	<p>The information redacted is percentages.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage value of the Project Contract Sum that the aggregate liability of the SCAW Contractor must exceed before the Principal will have a right to terminate the SCAW Deed; b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against SCAW Contractor. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under clause 24.3; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the existence of a right to terminate when the SCAW Contractor's liability exceeds a specific percentage of the Project Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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100.	Clause 24.4A	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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101.	Clause 24.8(e) (Cost)	The information redacted is 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> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage of the unpaid balance of the Construction Contract Sum that the SCAW Contractor is entitled to if the Principal terminates for convenience; b) the disclosure of the redacted information would provide insight on the amount of the outstanding Construction Contract Sum that the SCAW Contractor was willing to accept if the Principal exercised its rights under clause 24.8(e). Exposing this information may provide insight into the SCAW Contractor's views on the likelihood of the Principal exercising this right; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the existence of an entitlement of the SCAW Contractor to a percentage of the unpaid balance of the Construction Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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102.	Clause 26.4	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
103.	Clause 27	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
104.	<p>Clause 32.1(c)(i)(D) (Notices)</p>	<p>The information redacted is names and email addresses of individual persons.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
105.	<p>Clause 32.5(d) (Indemnities to survive)</p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limits on the parties' liabilities under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the SCAW Contractor was willing to price and accept. It would also provide insight on the SCAW Contractor's cost structure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
106.	Clause 32.14(e) <i>(Joint and Several Liability)</i>	The information redacted is the entire 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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out limits of liability in respect of the entities comprising the SCAW Contractor if an Insolvency Event occurs; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the risks associated with an Insolvency Event, and therefore the level of risk that the SCAW Contractor was willing to price and accept. It would also provide insight on the liability of the SCAW Contractor's associated entities; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

			<p>information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
107.	Execution page of the main body of the SCAW Deed	The information redacted is the names and signatures of the signatories and witnesses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>

SCHEDULES

<p>108.</p>	<p>Schedule A2 (Portions)</p>	<p>The redacted information is dates, dollar amounts and Portion descriptions.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out: <ul style="list-style-type: none"> i. the description of certain Portions; ii. the Date for Substantial Completion of each Portion; iii. the rate of Liquidated Damages if Substantial Completion does not occur by the Date for Substantial Completion; and iv. the relevant part of the Construction Site; b) exposing the redacted information would reveal the risk that the SCAW Contractor priced and accepted in relation to Liquidated Damages regime and the relevant Dates for Substantial Completion. Exposing this information may provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of there being a delay to the project; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the obligation of the SCAW Contractor to achieve Substantial Completion of the relevant portions by the Date for Substantial Completion for each Portion. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and Portion descriptions. <p>Review: This information would be reviewed for disclosure as events</p>
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				and circumstances change.
109.	Schedule A3 (Pre-Agreed Changes)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted schedule concerns the Pre-Agreed Changes under the SCAW Deed. The information redacted includes:</p> <ul style="list-style-type: none"> i. a description of the Pre-Agreed Changes that the Principal has a right to exercise; ii. the date by which the Principal has a right to exercise that Pre-Agreed Change; iii. the amendments to the SCAW Deed and the SCAW Specification if the Principal chooses to exercise the Pre-Agreed Change; and iv. adjustments to the Project Contract Sum if the Principal chooses to exercise the Pre-Agreed Change; <p>b) in setting out the SCAW Contractor's entitlement in relation to each Pre-Agreed Change, the schedule provides visibility on the SCAW Contractor's profit margins. The information also reveals the apportionment of risk that the SCAW Contractor is willing to price and accept for each Pre-Agreed Change; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

			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.	Review: This information would be reviewed for disclosure as events and circumstances change.
110.	Schedule A5 (Subcontract Requirements)	The information redacted is part of the schedule.	<i>Section 32(1)(d), items 4(c) and 4(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.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information is the exclusion of requirements for certain Significant Subcontractors under the SCAW Deed; and b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SCAW Contractor, thereby prejudicing the SCAW Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
111.	Schedule A6 (Significant Subcontractors)	The information redacted is the entire schedule.	<i>Section 32(1)(d), items 4(c) and 4(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	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information is the scope of the Significant subcontract work and the names, ABNs and addresses of the Significant Subcontractors under the SCAW Deed; and b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the SCAW Contractor, thereby

			<p>and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudicing the SCAW Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
112.	Schedule A7 <i>(Subcontractors to provide warranties)</i>	The information redacted is Subcontract Work descriptions and warranty periods.	<p><i>Section 32(1)(d), item 1(f)</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the categories of Subcontract Work and warranty periods for which the SCAW Contractor must procure warranties from the relevant subcontractors; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to subcontractor warranties, and therefore the level of risk that the SCAW Contractor was willing to price and accept; c) the warranty periods provide insight into the subcontractor's capabilities, and that information is expected to be used by the SCAW Contractor in the future. Additionally, this information may provide insight into the SCAW Contractor's ability to obtain certain warranty periods from the market; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

113.	Schedule A8 Clause 1(a), 7(a)(ii) and Schedule Item 7 <i>(Form of Warranty)</i>	The information redacted is part of the schedule.	<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.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
114.	Schedule A9 <i>(SCAW Contractor's Personnel)</i>	The information redacted is the names of individual persons.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
115.	Schedule A10 <i>(Form of Independent Certifier Deed)</i>	The information redacted is the entire schedule.	<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 the information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information sets out the form of Independent Certifier Deed; and b) revealing the information would disclose the apportionment of risk between the parties in relation to the Independent Certifier and the nature of risk the SCAW Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the

			<p>other contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Schedule A11 <i>(Form of Master Interface Deed)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f)</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial- in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b),</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed to be entered into by the SCAW Contractor which sets out mechanisms to address interface risk on the Sydney Metro – Western Sydney Airport project; b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the SCAW Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p><i>4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
117.	Schedule A12 <i>(Form of Collateral Warranty Deed Poll)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial- in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the SCAW Contractor is required to design, construct and handover to the Principal; and b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the SCAW Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
118.	<p>Schedule A16 (Nominated Subcontracts)</p>	<p>The information redacted is the names and ABNs of the Nominated Subcontractors.</p>	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information is the names and ABNs of the Nominated Subcontractors under the SCAW Deed; and b) if the redacted information were to be disclosed, third parties may be able to use that information to their advantage in negotiations with the SCAW Contractor, thereby prejudicing the SCAW Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
119.	<p>Schedule A17 Clause 11.2(b)(i) and (ii), Schedule 4 Payment Procedure and Forms of Fees and Disbursements Letter (IDAR Panel Agreement)</p>	<p>The information redacted is a percentage and information related to the rates payable.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or

			<p>relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Schedule A20 (Deed of Disclaimer)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f)</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information contains personal information, including the names of signatures of individual persons;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Information Documents, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</p> <p>d) Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

			<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
121.	Schedule A21 (Information Documents)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to various documents and information provided to the SCAW Contractor for the purposes of successfully tendering for the Sydney Metro – Western Sydney Airport, including to analyse, price and manage risk. The risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
122.	Schedule A22 (<i>Geotechnical Reports</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the Geotechnical Reports, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
123.	Schedule A23 (Overall D&C Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the documents which form the Overall D&C Program; b) exposing the redacted information would reveal the level of risk the SCAW Contractor was willing to price and accept in relation to the timing of the delivery of the Project Works. It would also reveal a program which the SCAW Contractor has invested a significant amount of time developing, and which the SCAW Contractor may want to use in future bids to gain a competitive advantage; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
124.	Schedule A28 (Critical Domestic Materials)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to Critical Domestic Materials, and therefore the level of risk that the SCAW Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of default events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore

			There is an overriding public interest against disclosure.	
125.	Schedule A29 (Initial Tender Design)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to design, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			commercial interests. There is an overriding public interest against disclosure.	
126.	Schedule A30 (Ports in Key Plant and Manufacturing Countries)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information identifies the Key Plant and Equipment Manufacturing Countries. The definition of Key Plant and Equipment Manufacturing Countries is relevant to determining where the SCAW Contractor has an entitlement; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to certain events within and outside of a Key Plant and Equipment Manufacturing Country, and therefore the level of risk that the SCAW Contractor was willing to price and accept. Exposing this information may provide insight into the SCAW Contractor's views on the likelihood of certain events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			interest against disclosure.	
127.	Schedule A31 (Tender Design Inconsistencies)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the tender design, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
128.	Schedule D1 (Site Access Schedule)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <ul style="list-style-type: none"> i. details relating to the site access drawings; and ii. the Early Site Access Dates, Site Access Dates and Site Access Expiry Dates; <p>(b) the SCAW Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the SCAW Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the SCAW Contractor's intellectual property. The SCAW Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;</p> <p>(c) the SCAW Contractor has obligations under the SCAW Deed with respect to accessing the Construction Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the level of risk the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate</p>

			<p>information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>or bid against. Therefore the disclosure of the information could prejudice the SCAW Contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
129.	Schedule D2 (Approvals to be obtained by the Principal)	The information redacted is paragraph 2 of the schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b),</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the future approvals to be obtained, including specific information relating to certain portions including dates:</p> <p>(b) the SCAW Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the SCAW Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the SCAW Contractor's intellectual property. The SCAW Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;</p> <p>(c) Revealing the redacted information would provide insight into the level of risk the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the SCAW Contractor's legitimate business, commercial or</p>

			<p><i>(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Future Planning Approvals.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
130.	Schedule D4 <i>(Approval Conditions)</i>	The information redacted is part of a clause and entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the Planning Approvals, and therefore the risk that the SCAW Contractor was willing to price and accept. Exposing this information may also provide insight into the SCAW Contractor's views on its potential capabilities and likelihood of key events arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
131.	Schedule D5 <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b),</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the parties' responsibilities and obligations for in respect of third party agreements; b) exposing the redacted information would reveal the allocation of risk under the SCAW Deed in respect of fulfilling the requirements of third party agreements; c) at the time of execution, various Third Party Agreements were in draft form and subject to further negotiations. If the redacted information were disclosed, the relevant third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

			<p><i>(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
132.	Schedule D6 <i>(Requirements of Adjoining Property Owner Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the extent of the parties responsibility and obligations under the Adjoining Property Owner Agreements; b) To the extent that there are any Adjoining Property Owner Agreements not finalised at the time of execution, if the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and c) disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's

			<p>visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
133.	Schedule D7 <i>(Requirements of Adjoining Property Easements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) The redacted information sets out the extent of the parties responsibility and obligations under the Adjoining Property Easements; b) To the extent that there are any Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor in relation to the Adjoining Property Easements, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties

			<p>Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
134.	Schedule D8	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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>	
135.	Schedule D9 <i>(Pro-Forma Adjoining Property Owner Agreement)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the pro-forma Adjoining Property Owner Agreement that the Principal is to enter into with adjoining landowners; b) to the extent any Adjoining Property Owner Agreements are not finalised, if the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the

			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
136.	Schedule D10 (Pro-Forma Easement)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the pro-forma Adjoining Property Easement that the Principal is to enter into with adjoining landowners;</p>

			<p>functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) to the extent any Adjoining Property Easements are not finalised, if the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor in relation to the Adjoining Property Easements, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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137.	Schedule D11 (Adjoining Properties)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted set out the rights regarding Adjoining Properties that the Principal is to acquire under the SCAW Deed. It includes information on the nature of the license, the period for which the license will operate, and the relevant site area; b) to the extent that the Principal is still in the process of negotiating the Adjoining Property Owner Agreements and Adjoining Property Easements, if the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) revealing the information could prejudice the Principal's legitimate business, commercial or financial interests, and also affect the Principal's procurement of third parties for future projects, thereby compromising the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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			commercial interests. There is an overriding public interest against disclosure.	
138.	Schedule D12 (Adjoining Property Easements)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the scope of the Adjoining Property Easements that the Principal is to acquire under the SCAW Deed; b) to the extent that the Principal is still in the process of negotiating the Adjoining Property Easements, if the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and c) disclosing the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor in relation to the Adjoining Property Easements, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
139.	Schedule D13 (Reliance Letters)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the information redacted sets out the right of the SCAW Contractor to rely on information provided by the relevant authors; b) exposing the redacted information would reveal the amount of risk that the SCAW Contractor was willing to price and accept in relation to the information provided under the Reliance Letters; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
140.	Schedule D14	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
141.	Schedule D15	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p><i>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>	
142.	Schedule D16	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
143.	Schedule D17	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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>	
144.	Schedule D18	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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>	
145.	Schedule D19	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

			<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
146.	Schedule D20	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could</p>

			<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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147.	Schedule D21	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
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			commercial interests. There is an overriding public interest against disclosure.	
148.	Schedule D22 (Certified Utility Services Designs)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to the certified approved for construction utility services works designs under the SCAW Deed; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
149.	Schedule E1 (Design Payment Schedule)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <ul style="list-style-type: none"> i. the design element or components of the Project Works; ii. the payment for the performance of each design element or component; and iii. daywork rates and margins in order to value adjustments to the Design Contract Sum and Design Payment Schedule; <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the design work under the SCAW Deed;</p> <p>c) the itemisation of work may also reveal a program which the SCAW Contractor has invested a significant amount of time developing, and which the SCAW Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the design work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial</p>

			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
150.	Schedule E2 (Construction Payment Schedule)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <ul style="list-style-type: none"> i. the components of the construction work; ii. the payment for the performance of each identified component of the construction; iii. the daywork margins and rates; and iv. all other rates and margins for the works to be performed as part of the SCAW Contractor's construction obligations; <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the construction work;</p> <p>c) the itemisation of work may also reveal a program which the SCAW Contractor has invested a significant amount of time developing, and which the SCAW Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>a) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the construction work for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business,</p>

			There is an overriding public interest against disclosure.	commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change.
151.	Schedule E3 <i>(Transitional Handover Services Payment Schedule)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the payment for the performance of any Transitional Handover Service that the SCAW Contractor may be required to undertake under the SCAW Deed; b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the SCAW Contractor's profit margins in relation to the Transitional Handover Services under the SCAW Deed; and c) disclosure of the redacted information may provide insight on how the SCAW Contractor priced and accepted the Transitional Handover Services for the project. If this information were revealed, it could place the SCAW Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the SCAW Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the SCAW Contractor's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			commercial interests. There is an overriding public interest against disclosure.	
152.	Schedule E5 (Parent Company Guarantee)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the Parent Company Guarantee required under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the SCAW Contractor and the Parent Company Guarantor in relation to certain obligations under the SCAW Deed, and therefore the level of risk that the SCAW Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
153.	Schedule E6 (Insurance Policies)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the terms and conditions of the insurance policies required to be provided by the Principal under the SCAW Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the SCAW Contractor was willing to price and accept; c) the scope of the insurance may be taken as an indication of the risk levels involved with the SCAW Contractor's obligations under the SCAW Deed. This may have signalling effects to the market and provide insight into the SCAW Contractor's financial arrangements; d) knowledge of the extent of the insurance obligations may have adverse impacts on the SCAW Contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the SCAW Contractor seeks to ensure those parties effect their own insurance; and e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

			There is an overriding public interest against disclosure.	Review: This information would be reviewed for disclosure as events and circumstances change.
154.	Schedule E7 (Remediation)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the waste classifications, rates for waste classification and the terms on which the SCAW Contractor is paid for remediation activities; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the SCAW Contractor in relation to remediation obligations, and what the SCAW Contractor was willing to price and accept; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			There is an overriding public interest against disclosure.	
155.	Schedule E8	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
156.	Schedule E9 <i>(Valuation Mechanism)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines how some of the costs payable to the SCAW Contractor may be increased or decreased in circumstances where the deed contemplates an adjustment to the Project Contract Sum; b) the disclosure of the redacted information would provide insight on the SCAW Contractor's cost structure by revealing the types of costs and margins for which the SCAW Contractor is to be compensated; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
157.	Schedule E10 (Performance Incentive Regime)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism and rates for calculating performance incentive payments under the SCAW Deed which is commercially sensitive and, if disclosed, may provide a unique insight into the SCAW Contractor's cost structures; b) revealing the information would provide insight into the SCAW Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
158.	Schedule E11	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p>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>	
159.	Schedule E12 (<i>Cementitious Content of Concrete Regime</i>)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 SCAW Contractor's cost structure or profit margins and would place the SCAW Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the SCAW Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the SCAW Contractor, and therefore the risk that the SCAW Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

			<p><i>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>	
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