

Government Information (Public Access) Act 2009
Explanatory Table - Coffs Harbour Bypass Collaborative D&C Deed

Under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**), there is a general public interest in favour of the disclosure of government information. Such information will not be disclosed, however, where there is an overriding public interest against disclosure or the information is 'commercial-in-confidence'.

In accordance with its obligations under the GIPA Act, the table below provides an explanation of the information that Transport for NSW (**TfNSW**) has determined should not be disclosed in connection with the Coffs Harbour Bypass Collaborative D&C Deed (the **contract**) entered into by Ferrovia Construction (Australia) Pty Ltd and Gamuda Berhad (together, the **Contractor**) for the Coffs Harbour Bypass Project.

TfNSW has redacted the contractual provisions referred to in the table below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of TfNSW or the Contractor and/or reveal commercial-in-confidence information.

In determining whether or not certain information in the contract should be disclosed, TfNSW has considered the exemptions to disclosure set out in clause 32(1)(a) of the GIPA Act against the following public interest considerations:

- promoting open discussion of public affairs, enhancing government accountability or contributing to positive and informed debate on issues of public importance;
- informing the public about operations of agencies and, in particular, their policies and practices for dealing with members of the public; and
- ensuring effective oversight of the expenditure of public funds provided.

TfNSW will continue to review and consider information not disclosed against these considerations. Where the prejudicial effect of disclosure is removed due to the passage of time or change of circumstances, further disclosures will be made.

Capitalised terms in this table have the meaning given to them in the contract unless context indicates otherwise.

Contract

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Clause 2.1(d)(ii) – Principal's Surveillance Officers	Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4). Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed is part of a clause that relates to a commercial regime in the contract. This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
2	Clause 2.3(d) – Authorities	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3	Clause 2.4(c) – Independent Certifier	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Clause 2.9(f)(i)(A) - Subcontracts	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is a monetary threshold relating to the commercial regime that applies to subcontracts let by the Contractor.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
5	Clause 4.5(c) - Change in Control of the Contractor	Section 32(1)(d) and Items 4(d) of the Table at Section 14.	<p>The information not disclosed is part of a clause that relates to the commercial regime that applies to a Change in Control of the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
6	Clause 4.6(c) - Change in Control of the Parent Company Guarantor	<p>Section 32(1)(d) and Items 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the commercial regime that applies to a Change in Control of the Parent Company Guarantor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
7	Clause 5.1(h); Clause 5.1(i); Clause 5.1(j) - Compliance with Law and other requirements	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of the scope, pricing and terms and conditions of pre agreed variations which may be exercised under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects; and it would prejudice the effective exercise of TfNSW's functions.
8	Clause 5.3(b); Clause 5.3(c); - Legal challenge	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to legal challenges to approvals required under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
9	Clause 5.15(d)(vi); Clause 5.15(e); Clause 5.15(f); Clause 5.15(g); Clause 5.15(h); Clause 5.15(i) - Road occupancy	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed is part of a clause that relates to the allocation of various responsibilities for obtaining and complying with approvals under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
10	Clause 5.20(c); – Third Party Agreements	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the allocation of responsibility for complying with various Third Party Agreements. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
11	Clause 5.22(b); Clauses 5.22(h)(iii) and (iv); Clauses 5.22(j) to (l) - New COVID-19 Directives and COVID-19 Impacts	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
12	Clause 6.5 – Not disclosed	Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4). The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed is part of a clause that relates to a commercial regime in the contract. The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
13	Clause 7.1(a)(i)(C); Clauses 7.1(a)(iv) and (v); Clause 7.1(f) – Principal arranged insurance	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the insurances to be effected by TfNSW under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
14	Clause 7.2(b) – Contractor's acknowledgement and obligations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
15	Clause 7.4(a)(iv) - Reinstatement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
16	Clause 7A.2 – Capped liability	Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).	The information not disclosed sets out various elements of the limitation on the Contractor's liability.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The disclosure of this information would disclose the Contractor's financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
17	Clause 7A.3(j); Clause 7A.3(k) – Liquidated damages for delay in reaching Opening Completion and Completion	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of the clause that relates to the Contractor's obligation to compensate TfNSW for delayed completion.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
18	Clause 8.1(a) – Security	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the value of the security provided by the Contractor under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
19	Clause 8.2(b) – Parent company guarantee and Legal Opinions	Section 32(1)(a) and paragraphs (a) and (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).	<p>The information not disclosed is the identity of the parent company responsible for providing a guarantee.</p> <p>The disclosure of this information would disclose the contractor's financing arrangements and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	
20	Clause 8A.3(b) – Financial Reporting Events	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's financial reporting obligations under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
21	Clause 8A.5(o) – Financial Mitigation Plan	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's reporting obligations under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
22	Clause 9.1(a)(ii), 9.1(b)(viii); Clause 9.1(b)(ix); Clause 9.1(d); Clause 9.1(e) - Access	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to specific arrangements in connection with land access and existing operations under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
23	Clause 9.7(c) – Third Party Interests	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to commercial arrangements in connection with third party interests.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects
24	Clause 10.1(b) - Services	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
25	Clause 10.1A – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
26	Clauses 10.5(a)(iv) to (vii); Clause 10.5(c) - Contamination	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a bespoke arrangement in relation to the allocation of responsibility for contamination between TfNSW and the Contractor.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
27	Clauses 10.6(a) to (e); Clause 10.6(g) – Site Conditions	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p>	<p>The information not disclosed relates to a bespoke arrangement for the allocation of responsibility for physical conditions and characteristics of the site between TfNSW and the Contractor.</p>

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		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
28	Clauses 10.6A(b) to (e) - Changes to Utilities Design Model	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a bespoke arrangement in relation to the location of utilities.</p> <p>These are commercial-in-confidence provisions because they would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
29	Clause 10.7(c) – Native Title	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the allocation of responsibility for Native Title Claims.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects
30	Clause 12.1(e) – The Contractor's design obligations	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the extent of the Contractor's design responsibilities under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
31	Clause 12.2(i)(v)(B) – Preparation of Design Documentation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the extent of the Contractor's design responsibilities under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
32	Clause 12.4(d)(i)(C) – Ownership of Design Documentation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the Principal's licence to use the Contractor's Background IP.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
33	Clause 12.4(h)(ii)(B) – Ownership of Design Documentation	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	<p>The information not disclosed is part of a clause that relates to a commercial regime in the contract that has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

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		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
34	Clause 13.9 – Not disclosed]	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The clause not disclosed relates to a commercial regime in the contract that has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
35	Clause 14 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The clause not disclosed relates to a commercial regime in the contract that has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
36	Clause 15.6(g) – The Contractor may propose Variation	<p>Section 32(1)(a) and paragraph (b) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	The information not disclosed would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.
37	Clause 16.6 – Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
38	Clause 16.7(a) – Local Area Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
39	Clause 16.7(h) – Local Area Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
40	Clause 16.8(a) – Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
41	Clause 16.8(c) – Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
42	Clause 16.9 – Property Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the Contractor's obligations to rectify defects under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
43	Clause 17.4(a) – Risk and notice of delay	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to relief for delays to the Contractor's activities.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
44	Clause 17.6(a); Clause 17.6(c); Clause 17.6(i) – Delay costs	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to relief for delays to the Contractor's activities.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
45	Clause 18.1(c) – Principal's payment obligation for design and construction	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed would disclose the Contractor's payment and security arrangements and would place it at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	place them at a disadvantage in negotiating with other parties in respect of future projects.
46	Clause 18.1(d); Clause 18.1(e); Clause 18.1(f); Clause 18.1(g) – Principal's payment obligation for design and construction	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>The disclosure of this information would disclose the Contractor's payment and security arrangements and would place it at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
47	Clause 18.1A – Not disclosed	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	place them at a disadvantage in negotiating with other parties in respect of future projects.
48	Clause 18.2(c)(i) – Payment claims	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed would disclose the Contractor's payment and security arrangements and would place it at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
49	Clause 18.2(d)(ii) – Payment claims	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is the percentage amount that may be retained by TfNSW from amounts payable to the Contractor in certain circumstances.</p> <p>The disclosure of this information would disclose the parties' payment and security arrangements and would place them at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
50	Clause 18.11(a)(iii) – Audit rights	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>The disclosure of this information would place them at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
51	Clause 18.12(c) – Direct Cost Principles	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a clause that relates to the extent of relief afforded to the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
52	Clause 19.7 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
53	Clause 21.1(p) – Notice of default	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed would disclose a key financial threshold under the contract and place the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
54	Clause 21.2(d) – Contents of notice	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a time period and relates to the circumstances that may trigger TfNSW's right to terminate the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
55	Clause 21.3(e) – Principal's rights	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed would disclose a key financial threshold under the contract and place the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
56	Clause 21.3(i); Clause 21.3(j) – Principal's rights	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a time period and relates to the circumstances that may trigger TfNSW's right to terminate the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
57	Clause 21.7(a)(i); Clause 21.7(a)(iii) – Termination by the Contractor	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to circumstances that may trigger the Contractor's right to terminate the contract.</p> <p>The disclosure of this information would disclose a key financial threshold under the contract and place the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
58	Clause 21.9(c)– Consequences of termination by the Contractor and termination for convenience	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is part of a clause that relates to compensation payable to the Contractor upon termination of the contract for TfNSW's convenience.</p> <p>The disclosure of this information would disclose a financial component of the contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
59	Clause 23.2 – the definition immediately following the definition of Approved ROL	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
60	Clause 23.2 – definition of Baseline ROL Change	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to an approvals regime in the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
61	Clause 23.2 – definition of Baseline ROL Schedule	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed relates to an approvals regime in the contract.</p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margin and would place the contractor at a substantial commercial disadvantage in relation to other contractors and in negotiations with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
62	Clause 23.2 – definition of Change in Codes and Standards	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed is the date that relates to the allocation of responsibility for Changes in Codes and Standards.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
63	Clause 23.2 – the definition immediately following the definition of Change in Control	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>The disclosure of this information would disclose a financial component of the contract that places the parties at a substantial commercial disadvantage in negotiations with other contractors or with subcontractors and suppliers.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
64	Clause 23.2 – paragraph (b) of the definition of Contamination	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
65	Clause 23.2 – the definitions immediately following the definition of Contamination	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redaction to the main body clauses is dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
66	Clause 23.2 – definition of COVID-19 Impact	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the commercial regime that applies to COVID-19 and the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
67	Clause 23.2 – the definition of Critical Domestic Materials	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed relates to the commercial regime that applies to COVID-19 and the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
68	Clause 23.2 – the definition immediately following Critical Domestic Materials	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
69	Clause 23.2 – the definition immediately following the definition of Date for Opening Completion	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
70	Clause 23.2 – the definition immediately following the definition of Documentation	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
71	Clause 23.2 – the definition immediately	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	following the definition of Easements	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	<p>dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
72	Clause 23.2 – the definitions immediately following the definition of Environmental Representative or ER	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The four definitions not disclosed relate to clauses that have been redacted in their entirety in the main body. The efficacy of the redaction to the main body clauses is dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
73	Clause 23.2 – paragraphs (f) to (n) of the definition of Excusable Cause of Delay	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to time relief the Contractor may be entitled to under the contract.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
74	Clause 23.2 – paragraphs (a), (b), (e) and (f) of the definition of Force Majeure Event	<p>Section 32(1)(a) and paragraphs (a) and (b) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of events which may entitle the Contractor to relief under the contract.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p>
75	Clause 23.2 – the definitions immediately following the definition of General Liability Cap	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redaction to the main body clauses is dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
76	Clause 23.2 – the definition of Key Plant and Equipment Place of Manufacture	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the commercial regime that applies to COVID-19 and the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
77	Clause 23.2 – the definitions immediately following the definition of Key Plant and Equipment Place of Manufacture	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The three definitions not disclosed relate to clauses that have been redacted in the main body. The efficacy of the redaction to the main body clauses is dependent on the relevant defined terms referred to in those redacted clauses also being redacted.</p> <p>These are commercial-in-confidence provisions because they would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
78	Clause 23.2 – the definition immediately following the definition of Management Review Group	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>This is a commercial-in-confidence provision because it would disclose the Contractor's financing arrangements and cost structure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
79	Clause 23.2 – the definition of Minimum Aboriginal Participation Spend	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	
80	Clause 23.2 – the definition of New COVID-19 Directive	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the commercial regime that applies to COVID-19 and the allocation of responsibility for COVID-19 related risks between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
81	Clause 23.2 – the definition immediately following the definition of O&M Manual	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body, including the defined term. The efficacy of the redaction to the relevant definition is dependent on references to that definition also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
82	Clause 23.2 - the definition immediately following the definition of Parent Company Guarantor	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
83	Clause 23.2 – the definition immediately	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	following the definition of Principal's Assistant Representative	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
84	Clause 23.2 – paragraphs (b) and (q) of the definition of Principal's Representative's Statement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed can be used to determine which decisions are subject to the specific regime for the review and dispute resolution that applies to this defined term.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
85	Clause 23.2 – the definition immediately following the definition of Principal's Surveillance Officer	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
86	Clause 23.2 – the definition of Project Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime in the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
87	Clause 23.2 – paragraphs (a), (b), (f) and (h) of the definition of Qualifying Change in Law	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the bespoke allocation of responsibility for risks associated with Qualifying Changes in Law between TfNSW and the Contractor.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
88	Clause 23.2 – the definition immediately following the definition of Reference Design	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
89	Clause 23.2 – the definitions immediately following the definition of ROL Change Register	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The four definitions not disclosed relate to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined terms referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
90	Clause 23.2 – definition of Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime in the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business,</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
			commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
91	Clause 23.2 - the definitions immediately following the definition of Service Works	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The two definitions not disclosed relate to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined terms referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
92	Clause 23.2 - the definition immediately following the definition of Third Party Agreement	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
93	Clause 23.2 - the definition immediately following the definition of Third Party Rights	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The definition not disclosed relates to a clause that has been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
94	Clause 23.2 - the definition immediately following the definition of	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The definition not disclosed relates to a clause that has been redacted in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined term referred to in that redacted clause also being redacted.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	Unearned Balance of the Construction Sum	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.
95	Clause 23.2 - the definition of Utilities Design Model	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a definition which relates to a commercial regime in the contract which has not been disclosed.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
96	Clause 23.2 – the definitions immediately following the definition of Waste Classification Guidelines	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The four definitions not disclosed relate to a clause that have been redacted in its entirety in the main body. The efficacy of the redaction to the main body clause is dependent on the relevant defined terms referred to in that redacted clause also being redacted.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
97	Clause 23.2 – the definition of Wilful Default	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is part of a definition which relates to the limitation on the Contractor's liability.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
98	Clause 23.2 – the definition of Wilful Misconduct	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is part of a definition which relates to the limitation on the Contractor's liability.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 1

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 1 - Item 2 - Construction Contract Sum	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is pricing in respect of the work carried out by the Contractor under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
2	Schedule 1 - Item 3A - Date for Opening Completion	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date by which the Contractor's obligations must be completed under the contract.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3	Schedule 1 - Item 3B – Date for Completion	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the date by which the Contractor's obligations must be completed under the contract.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Schedule 1 - Item 4 – Design Contract Sum	<p>Section 32(1)(a) and paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed is pricing in respect of the work carried out by the Contractor under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's financing arrangements, cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	place them at a disadvantage in negotiating with other parties in respect of future projects.
5	Schedule 1 - Item 7 - Parent Company Guarantor	<p>Section 32(1)(a) and paragraph (a) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the identity of the parent company responsible for providing a guarantee.</p> <p>The disclosure of this information would disclose the contractor's financing arrangements and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
6	Schedule 1 - Item 13 – Sunset Date	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is a date that affects the Contractor's obligations under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests.</p>
7	Schedule 1 - Item 15 - Subcontractors	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of subcontractors that the Contractor is to engage for specified work packages under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>
8	Schedule 1 - Item 16 – Aboriginal participation	Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).	The information not disclosed would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	
9	Schedule 1 - Item 19 – Notice details for Contractor	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the name of the Contractor's representative under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
10	Schedule 1 - Item 21A – Critical Domestic Materials	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the commercial regime that applies to COVID-19.</p> <p>It is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors and in future negotiations with suppliers and subcontractors, or on other similar projects.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
11	Schedule 1 - Item 21B – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information not disclosed relates to a commercial regime under the contract that is not disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
12	Schedule 1 - Item 23 – Motor vehicle / third party property insurance	Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).	<p>The information not disclosed is the minimum limit of cover required under the motor vehicle insurance policy to be obtained under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	
13	Schedule 1 - Item 29 – Marine liability and marine protection and indemnity insurance	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed is the minimum limit of cover required under the marine liability and marine protection indemnity insurance policy to be obtained under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
14	Schedule 1 - Item 31 - Site Conditions	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out the specific details relevant to a commercial regime under the contract that has not been disclosed.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
15	Schedule 1 - Item 34 - Cap on delay costs	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which the Contractor is entitled in particular circumstances under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	
16	Schedule 1 - Item 35 – Liquidated Damages – Opening Completion	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which TfNSW is entitled for delays in the Contractor's work under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
17	Schedule 1 - Item 36 - Liquidated Damages – Completion	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of dollar amounts that determine the compensation and relief to which TfNSW is entitled for delays in the Contractor's work under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
18	Schedule 1 - Item 39 – Not disclosed	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed relates to a commercial regime under the contract that has not been disclosed.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p>

Item	Item (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
19	Schedule 1 - Item 40 – Not disclosed	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that has not been disclosed.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
20	Schedule 1 – Attachment 1 – Not disclosed	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to a commercial regime under the contract that has not been disclosed.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 2

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 2 – D&C Payment Schedule	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of pricing.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 4

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 4 – Progress Claim	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed consists of an example payment claim that reveals commercially sensitive information.</p> <p>The disclosure of this information would disclose the parties' payment arrangements and cost structure and would place them at a substantial commercial disadvantage in negotiations with other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 4A

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 4A – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information relates to a commercial regime in the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 7

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 7 – Parent Company Guarantee – various clauses	<p>Section 32(1)(a) and paragraph (a) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed comprises commercial terms of the parent company guarantee negotiated between the Principal and the parent companies of the Contractor.</p> <p>The disclosure of this information would disclose the contractor's financing arrangements and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>
2	Schedule 7 – Parent Company Guarantee – clause 12.1(a)	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the name of TfNSW's representative under the parent company guarantee.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>

Schedule 12

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 12 – Deed of Appointment of Independent Certifier – various clauses	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information not disclosed consists of commercial regimes relevant to the Independent Certifier, details of third party arrangements and information that constitutes commercially sensitive information.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>Disclosure of these details would also result in disclosure of commercial-in-confidence provisions of the Deed of Appointment of Independent Certifier once it is executed, because it would reveal details of the Independent Certifier's cost structure.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 16

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 16 – Independent Certifier's Certificate – Opening Completion and Completion; Clause (f)	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the manner in which the Contractor demonstrates that it has completed the works under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 19

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 19 – Contractor's Personnel – Various clauses	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of the names of each of the Contractor's key personnel under the contract and a monetary threshold relating to the criteria relevant to the Project Director role.</p> <p>The disclosure of the monetary threshold would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the personnel's names because it would involve revealing an individual's personal information.
2	Schedule 19 – Contractor's Personnel	Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	The information not disclosed relates to a role relevant to a clause in the main body that has been redacted. The efficacy of the redaction to the main body clause is dependent on the relevant role referred to in this Schedule 19 also being redacted. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

Schedule 23

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 23 - Principal Subcontractor Pre-Qualification; Clause 2	Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4). The disclosure of this information would disclose commercial-in-confidence provisions of the contract.	The information not disclosed consists of monetary thresholds relating to the registered categories of work applicable to certain subcontractors. The disclosure of this information would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.

Schedule 30

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 30 – Not disclosed	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information relates to a commercial regime in the contract which has not been disclosed.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

Schedule 32

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 32 – Baseline ROL Schedule	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out the specific details of the Baseline ROL Schedule, which is relevant to the commercial regime in respect of road occupancy licences that has not been disclosed.</p> <p>This is a commercial-in-confidence provision because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 33

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 33 - Designer's Deed of Covenant; Clause 2; Clause 3	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to the extent of a subcontractor's responsibility for design risks under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or</p>

Schedule 36

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 36 – Insurance Schedule	<p>Section 32(1)(a) and paragraph (a), (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed consists of limits of cover required under insurance policies that the Principal and Contractor must respectively take out under the contract.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and financing arrangements and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p>

Schedule 37

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 37 – Key Plant and Equipment	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out the specific details of the Key Plant and Equipment.</p> <p>This constitutes commercial-in-confidence information because it would place the Contractor at a substantial commercial disadvantage in relation to other contractors if disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 39

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 39 – Dispute Avoidance Board	Section 32(1)(d) and Item 4(d) of the Table at Section 14.	The information not disclosed is relevant to the Member termination procedure under the DAB Agreement.

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
	Agreement - Clause 14.2(b) and (c)	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

Schedule 42

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 42 - Principal's Geotechnical Data, Principal's Contamination Data and Principal's Utilities Data	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed relates to:</p> <ul style="list-style-type: none"> categories of Principal's Geotechnical Data; and the commercial regimes relevant to Contamination and Services under the contract that are not disclosed. <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 43

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 43 - D&C Deed Amendments due to Pre-Agreed Variations	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 1(f) and 4(d) of the Table at Section 14.</p>	<p>The information not disclosed consists of the scope, pricing and terms and conditions of pre agreed variations which may be exercised under the contract.</p> <p>The disclosure of this information would disclose the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	<ul style="list-style-type: none"> at a disadvantage in negotiating with other parties in respect of future projects; and it would prejudice the effective exercise of TfNSW's functions.

Schedule 44

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 44 – Information Documents	<p>Section 32(1)(a) and paragraph (d) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 46

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 46 - Principal's Flood Data and Principal's Noise Data	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out the specific details of the Principal's Flood Data and Principal's Noise Data.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 47

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 47 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties</p>	<p>The information relates to a commercial regime in the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 48

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 48 – COVID-19 Mitigation Measures	<p>Section 32(1)(a) and paragraph (e) of definition of "commercial-in-confidence provision" (clause 1 of Schedule 4).</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed sets out the specific details of the COVID-19 Mitigation Measures.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 49

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 49 – Spares List	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The information not disclosed sets out the specific details of the Spares List.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 50

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 50 – Requirements of Third Party Agreements	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the content of the schedule recording the allocation of responsibility for the requirements of third party agreements.</p> <p>The disclosure of this information would disclose elements of the Contractor's cost structure and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 53

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 53 – Not disclosed	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information relates to a commercial regime in the contract which has not been disclosed.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 54

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 54 – Noise Mitigation	<p>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed contains specific (including pricing) details of the noise treatment categories.</p> <p>The disclosure of this information would disclose the contractor's cost structure and would place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 56

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 56 – Interface Deed – WHS and Principal Contractor Interfaces – Clause 4	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The information forms part of a commercial regime not disclosed.</p> <p>It is a commercial-in-confidence provision and its disclosure could place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Schedule 58

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Schedule 58 - Commercially Sensitive Information	<p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The information not disclosed contains specific details of the Commercially Sensitive Information.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

Exhibits

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
1	Exhibit A – Scope of Works and Technical Criteria	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>It is a commercial-in-confidence provision and its disclosure could place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
2	Exhibit B – Site Access Schedule	<p>Section 32(1)(a) and paragraph (d) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p> <p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
3	Exhibit C - Contract Program	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p>	<p>The information is commercial-in-confidence as its disclosure could reasonably be expected to reveal the intellectual property in which the Contractor has an interest.</p>

Item	Clause (and general description)	Reason under GIPA Act	Explanation of the Reasons under GIPA Act
		<p>Section 32(1)(d), items 1(f) and 2(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>Disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or procedure for protecting any place, property or vehicle.</p> <p>It is a commercial-in-confidence provision and its disclosure could place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
4	Exhibit D – Confidentiality Deed Polls	<p>Section 32(1)(d) and Item 3(a) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the effective exercise by TfNSW of TfNSW's functions.</p>	<p>The information not disclosed is the names of the Contractor's representatives under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information.</p>
5	Exhibit E - Deed of Appointment of ER	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The information not disclosed is the content of the Deed of Appointment of ER.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>Disclosure of these details would also result in disclosure of commercial-in-confidence provisions of the Deed of Appointment of ER, because it would reveal details of the allocation of various responsibilities between the Environmental Representative and TfNSW.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>

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6	Exhibit F - Deed of Appointment of AA	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The information not disclosed is the content of the Deed of Appointment of AA.</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>Disclosure of these details would also result in disclosure of commercial-in-confidence provisions of the Deed of Appointment of AA, because it would reveal details of the allocation of various responsibilities between the Acoustics Advisor and TfNSW.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
7	Exhibit H – Third Party Agreements	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p>Section 32(1)(d) and Item 4(b) and 4(e) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties and reveal commercial-in-confidence provisions of another contract.</p>	<p>The information not disclosed is the content of the third party agreements.</p> <p>The disclosure of this information would result in disclosure of commercial-in-confidence provisions of the third party agreements, because it would reveal details of the allocation of various responsibilities between TfNSW and the relevant third party.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
8	Exhibit I – Aboriginal Participation Plan	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (Clause 1, Schedule 4).</p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>Disclosure of the redacted information would place the Contractor at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors.</p> <p>TfNSW also considers that there is an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would</p>

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		<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>place them at a disadvantage in negotiating with other parties in respect of future projects.</p>
9	Exhibit N – Insurance Policy Wording	<p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The information not disclosed is the content of the insurance policies to be obtained by TfNSW under the contract.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and the Contractor's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p>