

Rozelle Interchange D&C

Government Information (Public Access) Act 2009 (NSW)

Explanatory Table

Transport for NSW (**TfNSW**) has redacted certain provisions of the 'Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed – Amendment and Restatement Deed' between Transport for NSW (**TfNSW**), CPB Contractors Pty Limited and John Holland Pty Ltd (together, the **Contractor**) dated 18 January 2022 (**D&C Deed**).

The redactions have been made 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 the commercial-in-confidence provisions of a government contract.

In preparing this Explanatory Table, TfNSW has identified the reason(s) under the *Government Information (Public Access) Act 2009* (**GIPA Act**) for each redaction and weighed each redaction against the major relevant public interest considerations for disclosure.

TfNSW will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

The timeframe for disclosure of the D&C Deed under the GIPA Act depends on when the D&C Deed becomes effective. The D&C Deed was subject to several conditions precedent and did not become effective until those conditions precedent were satisfied. This occurred on 31 March 2022

Capitalised terms in this table have the meaning given to them in the D&C Deed unless specified otherwise.

TfNSW notes that Exhibit I (*Scope of Works and Technical Criteria*) is subject to technical size limitations. As such, this document to the D&C Deed has not been made available on TfNSW's contracts register. TfNSW has determined to make such information available by inspection on request, subject to any overriding public interest against disclosure. Please contact information@transport.nsw.gov.au to arrange a time to inspect.

1. **D&C DEED**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
1.	Clause 1.1, definition of 'Collateral Warranty General Cap'	<p>The information not disclosed is all percentage amounts used to determine the Collateral Warranty General Cap.</p> <p>Disclosure of the information would reveal the maximum amount for which the Contractor may be liable.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would give insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence and operation of the collateral warranty general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.</p>

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			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
2.	Clause 1.1, definition related to a redacted clause.	The information not disclosed is a term that relates to a redacted clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ol style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a

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				<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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3.	Clause 1.1, definition relating to a redacted clause_	The information not disclosed is a term that relates to a redacted clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

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				<p>value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 1.1, paragraph (a) of the definition of 'Contractor's Representative'	The information not disclosed is all names of individuals.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal personal information of individuals; and</p> <p>b) the public interest has been served by disclosing the physical business addresses</p>

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			<ul style="list-style-type: none"> expose a person to a risk of harm or of serious harassment or serious intimidation. 	of the Principal and Contractor.
5.	Clause 1.1, paragraph (e) and (f) of the definition of 'Compensation Event (WHT Southern Tunnel Works)'	The information redacted are certain limbs of the definitions that relate to clauses that have been redacted in their entirety in the main body.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to COVID-19. The disclosure of this information would provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to price and accept; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients,</p>

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6.	Clause 1.1, definitions relating to a redacted clause	The information redacted is all of the definitions that relate to clauses that have been redacted in their entirety in the main body.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions</p>	<p>competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to COVID-19. The disclosure of this information would provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to price and accept; and</p>

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			<p>of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
7.	Clause 1.1, limbs (o) and (p) of 'D&C Documents' relating to a redacted clause.	The information not disclosed are terms that relate to a redacted clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice</p>

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			There is an overriding public interest against disclosure.	<p>the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>

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				<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 1.1, definition of 'D&C Deed Sum (WHT Southern Tunnel Works)'	The information redacted is a dollar amount.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Contractor's profit margins.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the D&C Deed Sum (WHT Southern Tunnel Works), being the dollar amount that the Principal is to pay the Contractor for the construction work to be performed under the RI Deed; b) exposing the redacted information would reveal the amount that the Contractor was willing to accept for the construction work (and all affiliated risks) under the RI Deed. Exposing this information may provide insight into the Contractor's profit margins; and

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				<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
9.	Clause 1.1, definition of 'D&C Margin'	<p>The information not disclosed is all percentages of the D&C Margins.</p> <p>Disclosure of the information would reveal the D&C Margin in the prescribed circumstances.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal the Contractor's cost structures and profit margins, diminish the competitive commercial value of the information and place the Contractor at a substantial commercial</p>

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			<p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the way the margin is determined and applied and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</p>
10.	Clause 1.1, definition of 'Date for Completion (WHT Southern Tunnel Works)'	The information redacted is part of the definition.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk</p>

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			<p>information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.</p>	<p>between the Principal and the Contractor in relation to Completion (WHT Southern Tunnel Works) under the RI Deed; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing that the RI Deed includes a Date for Completion (WHT Southern Tunnel Works).</p>
11.	<p>Clause 1.1, definition of 'Date for Final Completion'</p>	<p>The information redacted is part of the definition.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest</p>

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			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.</p>	<p>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Final Completion under the RI Deed; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the public interest has been served by revealing that the RI Deed includes a Date for Final Completion.

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12.	Clause 1.1, part of the definition of 'Direct Costs'	The information redacted are certain limbs of the definitions that relate to clauses that have been redacted in their entirety in the main body.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk, and therefore the risk that the Contractor was willing to price and accept; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

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13.	Clause 1.1, part of the definition of 'Law'	The information redacted are certain limbs of the definitions that relate to clauses that have been redacted in their entirety in the main body.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk, and therefore the risk that the Contractor was willing to price and accept; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. <p>Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

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14.	Clause 1.1, definition of 'General Cap (Rozelle Interchange)'	<p>The information not disclosed is the percentage of the D&C Deed Sum (Rozelle Interchange) that is the General Cap (Rozelle Interchange).</p> <p>Disclosure of the information would reveal the maximum amount for which the Contractor may be liable.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and b) the public interest has been served by disclosing the existence and operation of the general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.

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			<ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
15.	Clause 1.1, definition of 'General Cap (WHT Southern Tunnel Works)'	<p>The information not disclosed is the percentage of the D&C Deed Sum (WHT Southern Tunnel Works) that is the General Cap (WHT Southern Tunnel Works).</p> <p>Disclosure of the information would reveal the amount for which the Contractor may be liable.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a 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:</p> <p>a) the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence and operation of the general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the</p>

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			<p>that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and <p>prejudice the legitimate business interests of the parties.</p>	<p>precise percentage involved.</p>
16.	Clause 1.1, definition of 'Liquidated Damages (Opening Completion)'	The information not disclosed is the dollar amounts of the liquidated damages per day to be paid by the Contractor for failure to reach Opening Completion by relevant times.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and</p>

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			<p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and <p>prejudice the legitimate business interests of the parties.</p>	<p>subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence and operation of the liquidated damages regime for Opening Completion and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p>
17.	Clause 1.1, definition 'Liquidated Damages (WHT Southern Tunnel Works)'	The information not disclosed is the dollar amounts of the liquidated damages per day to be paid by the Contractor for failure to reach the Date for Completion (WHT Southern Tunnel Works).	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would provide insight into a key commercial detail relating</p>

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			<p>contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and <p>prejudice the legitimate business interests of the parties.</p>	<p>to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence and operation of the liquidated damages regime for WHT Southern Tunnel Works and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p>
18.	Clause 1.1 definition of 'Liquidated Damages Cap (Rozelle Interchange)'	<p>The information not disclosed is the Deed Sum that is the Liquidated Damages Cap.</p> <p>Disclosure of the information would reveal the maximum</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p>	<p>TfNSW weighed the competing public interest considerations and determined interest against disclosure of this information because:</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		<p>amount for which the Contractor may be liable in relation to liquidated damages.</p>	<p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; 	<p>a) the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence and operation of the liquidated damages cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> diminish the competitive commercial value of the information; and prejudice the legitimate business interests of the parties. 	
19.	Clause 1.1, definition 'Liquidated Damages Cap (WHT Southern Tunnel Works)'	<p>The information not disclosed is the percentage of the D&C Deed Sum that is the Liquidated Damages Cap (WHT Southern Tunnel Works).</p> <p>Disclosure of the information would reveal the maximum amount for which the Contractor may be liable in relation to liquidated damages.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would provide insight into key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence of the liquidated damages cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
20.	Clause 1.1, definition 'Minimum Aboriginal Participation Requirements'	The information redacted is percentage figures.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is the proportion of the Target Cost that must be allocated under the Aboriginal Participation Plan under the D&C Deed; b) exposing the redacted information could provide insight into the Contractor's cost structure and would

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.
21.	Clause 1.1, limb-(xi) of the definition of 'Related Parties'	The information not disclosed is a reference to a term that relates to a redacted clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 1.1, paragraph (a) of the definition of 'Significant Subcontract'	The information not disclosed is the dollar amount of a Subcontract that would attract Significant Subcontract status.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a)	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and 	<p>against disclosure of this information because:</p> <p>a) the disclosure would indicate the threshold amount for contracts which substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the way the significant subcontract regime operates and, in light of this, there is an overriding public interest against the disclosure of the precise dollar threshold amount involved.</p>

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			<ul style="list-style-type: none"> prejudice the legitimate business interests of the parties. 	
23.	Clause 1.1, definition of 'Spoil Movement Modification Date'	<p>The information not disclosed is the Spoil Movement Modification Date.</p> <p>Disclosure of the information would reveal the Spoil Movement Modification Date.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of this information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage; and</p> <p>b) the public interest has been served by disclosing that there is a spoil movement modification date and, in light of this, there is an overriding public interest against the disclosure of the precise date involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
24.	Clause 1.1, definition of 'Sunset Date (Opening Completion)'	<p>The information not disclosed is the period of time in months used to calculate the Sunset Date (Opening Completion)</p> <p>Disclosure of the information would reveal the Sunset Date (Opening Completion).</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would place the Contractor at a substantial commercial disadvantage; and b) the public interest has been served by disclosing that there is a sunset disclosure of the precise date involved.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
25.	<p>Clause 1.1, definition of 'Sunset Date (WHT Southern Tunnel Works)'</p>	<p>The information not disclosed is the period of time in months used to calculate the Sunset Date (WHT Southern Tunnel Works).</p> <p>Disclosure of the information would reveal the Sunset Date (WHT Southern Tunnel Works).</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would place the Contractor at a substantial commercial disadvantage; and b) the public interest has been served by disclosing that

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>there is a sunset date and, in light of this, there is an overriding public interest against the disclosure of the precise date involved.</p>
26.	Clause 1.1, definition of "Western Harbour Tunnel – Rozelle Interchange Interface Deed"	The information not disclosed is a reference to a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clause 1.1 definition relating to a redacted clause	The information not disclosed is a reference to a term that relates to a redacted clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
28.	Clause 1.1, definition of 'WHT Early Completion Payment'	<p>The information not disclosed is the dollar amount of the WHT Early Completion Payment.</p> <p>Disclosure of the information would reveal the value of the WHT Early Completion Payments.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p>	<p>disclosure as events and circumstances change.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against the disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would reveal cost structures and profit margins, place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value of the information; and b) the public interest has been served by disclosing general information about each WHT Early Completion Payment that corresponds with the WHT Early Completion Payments and, in light of this, there is an overriding public interest against the disclosure of the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>precise dollar amounts involved.</p>
29.	<p>Clause 1.1, definition of 'WHT Early Completion Payment Date'</p>	<p>The information not disclosed is the WHT Early Completion Payment Date.</p> <p>Disclosure of the information would reveal the WHT Early Completion Payment Date.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would place TfNSW at a substantial commercial disadvantage in future negotiations; and b) the public interest has been served by disclosing that there is a WHT Early Completion Payment Date and, in light of this, there is an overriding public interest against the disclosure of the precise date involved.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
30.	Clause 1.1 definition of WHT Asset Manager	The information not disclosed is a reference to a term that relates to a redacted clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 4(b)(vi)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 7.4B	The information not disclosed is the entire clause regarding spoil movement requirements under the Planning Approval.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a)	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

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			<p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and 	<p>against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> prejudice the legitimate business interests of the parties. 	
33.	Clause 7.5A and corresponding reference in Table of Contents	The information redacted is the whole of the clause.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a bespoke arrangement agreed between the parties to apportion risk with respect to COVID-19. The disclosure of this information would provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to price and accept. The disclosure of this information would:</p> <p>a. provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to accept; and</p>

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				<ul style="list-style-type: none"> b. prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors; b) the public interest in favour of disclosure has been served by revealing that the D&C Deed has addressed COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business,

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34.	Clause 7.6(b)	<p>The information not disclosed is the entire clause.</p> <p>Disclosure of the information would reveal the agreement between the parties as to certain IPIAP decisions.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p>	<p>commercial or financial interests.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of the information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations other similar projects; in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
35.	Clause 9.2(d), (g) and (k)	<p>The information not disclosed is the dollar amount thresholds for subcontracts which must be notified to TfNSW or for which certain provisions must be included.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>The government contracts register does not require the inclusion of a copy of a</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would indicate the threshold amount for contracts to which the additional requirements apply and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and subcontract requirements operate and, in light of this, there is an overriding public interest against the</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>disclosure of the precise dollar amounts involved.</p>
36.	Clause 9.19(ca)	<p>The information not disclosed is the dollar amount of the maximum financial impact to which the Project Director may have authority to bind the Contractor under the D&C Deed in respect of the Contractor's Activities.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage and would prejudice effective exercise</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract such a nature that its inclusion in a record would result in</p> <p>there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>by an agency of the agency's functions; and</p> <p>b) the public interest has been served by disclosing the regime for the Project Director's delegated authority and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
37.	Clause 10.1, 10.1A, 10.2, 10.2A, 10.6 and 10.6A	<p>The information not disclosed is all percentages and dollar values for the Security Bonds.</p> <p>Disclosure of the information would reveal the amounts of the Security Bonds.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ol style="list-style-type: none"> a) the disclosure would give insights into the parties' security arrangements; and b) the public interest has been served by disclosing the regime for the Security Bonds and, in light of this, there is an overriding public interest against the disclosure of the precise percentages and dollar amounts involved.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
38.	Clause 11A.2(h)	<p>The information not disclosed is the dollar amount of initial Change Costs which the Contractor is responsible for in relation to Stage 3 Integration Site Defects and WestConnex System Defects.</p> <p>Disclosure of the information would reveal financial information in relation to the Contractor's liability for Change Costs.</p>	<ul style="list-style-type: none"> • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. <p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would reveal financial information regarding the parties' apportionment of financial risk in respect of these types of Change Costs, diminish the commercial value of this information and prejudice the effective exercise of an agency's functions; and b) the public interest has been served by disclosing the risk allocation regime for Change Costs concerning Stage 3 Integration Site Defects and WestConnex System Defects and, in light of this, there is an overriding public interest

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>against the disclosure of the precise dollar amounts.</p>
39.	Clause 11A.4(b)	<p>The information not disclosed is the date before which the Principal's Representative may notify the Contractor that the proposed Western Harbour Tunnel project is not proceeding.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would prejudice the effective exercise of an agency's functions and may place the parties at a substantial commercial disadvantage; and</p>

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			<p>disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>b) the public interest has been served by disclosing the Principal's Representative's discretion under clause 11A.4(b) to not proceed with the Western Harbour Tunnel project and, in light of this, there is an overriding public interest against the disclosure of the precise date involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
40.	Clause 11A.4(b)(vi), (h)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

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				<p>value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Clause 11B.4(g) and (i)(v)	<p>The information not disclosed is the dollar amount of initial Change Costs which the Contractor is responsible for in relation to Stage 3 Integration Site Defects and WestConnex System Defects.</p> <p>Disclosure of the information would reveal financial information in relation to the Contractor's liability for Change Costs.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal financial information regarding the parties' apportionment of financial risk in respect of these types of Change Costs, diminish the commercial</p>

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			<p>disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>value of this information and prejudice the effective exercise of an agency's functions; and</p> <p>b) the public interest has been served by disclosing the risk allocation regime for Change Costs concerning Stage 3 Integration Site Defects and WestConnex System Defects and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
42.	Clause 11C.2(a)(i)-(iii)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

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				<p>value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 13.2(d)(i)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>There is an overriding public interest against disclosure.</p>	<ul style="list-style-type: none"> b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				interests against disclosure identified above.
				Review: This information would be reviewed for disclosure as events and circumstances change.
44.	Clause 14.3(b)	The information not disclosed is the percentage amount of the Change Savings to which the Principal may be entitled.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would give insights into the sharing of savings, place the parties at a substantial commercial disadvantage in future negotiations and would diminish the competitive commercial value of the information; and b) the public interest has been served by disclosing the regime for allocating savings and the mechanism for determining the Principal's entitlement to Change Savings and, in light of this, there is an overriding public interest against the disclosure of the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>precise percentages involved.</p>
45.	Clause 16.10(aa)	<p>The information not disclosed is the dollar amount that will be due and payable from the Contractor to the Principal in respect of the WHT Southern Tunnel Works being delayed.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would give insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing that the Contractor may be liable to the Principal for delays caused to another contractor and, in light of this, there is an overriding public interest against the disclosure of the dollar amount</p>
46.	Clause 16.11(h)(i)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Clause 17.2(b)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			There is an overriding public interest against disclosure.	<p>the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
48.	Clause 17.3(a)(ii), (vi)(B)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Clause 17.4(a)(ii)	The information not disclosed is the dollar amount that will be due and payable from the Contractor to the Principal in respect of the WHT Southern Tunnel Works being delayed and where certain other	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>c) the disclosure would give insight into a key</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		contractor has been instructed to rectify the Defect.	<p>commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and 	<p>commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>d) the public interest has been served by disclosing that the Contractor may be liable to the Principal for Defects rectified by another contractor and, in light of this, there is an overriding public interest against the disclosure of the dollar amount</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> prejudice the legitimate business interests of the parties. 	
50.	Clause 17.4(d)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Clause 17.11(a)(v)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</p>

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				<p>information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Clause 17A.2(d)-(f)	<p>The information not disclosed is the entire sub-clauses.</p> <p>Disclosure of the information would reveal commercial-in-confidence provisions relating to the Collateral Warranty Deed.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations and would prejudice the effective exercise of an agency's functions; and b) the public interest has been served by disclosing the Collateral Warranty Deed mechanism.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
53.	Clause 17A.7 and corresponding reference in Table of Contents	<p>The information not disclosed is the entire clause.</p> <p>Disclosure of the information would reveal commercial-in-confidence provisions relating to the Collateral Warranty Deed.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</p>

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				<p>information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Clause 19.2(b)	The information not disclosed is a reference to a redacted defined term.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Clause 21.6A(b)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

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			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>an overriding public interest against disclosure of this information because:</p> <p>e) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>f) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>g) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>commercial or financial interests; and</p> <p>h) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Clause 21.1A(a) and (c)	The information not disclosed is the maximum percentage amount of the D&C Deed Sum (Rozelle Interchange) that constitutes the Initial Payment and the percentage by which each instalment amount will be reduced until the Initial Payment paid has been fully deducted	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would prejudice the effective exercise of the agency's functions, reveal insights into the parties' payment structures and would diminish the competitive</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; information; and • prejudice the legitimate business interests of the parties. 	<p>commercial value of the information; and</p> <p>b) the public interest has been served by disclosing the Contractor's ability to request a single advance payment on account of the D&C Deed Sum (Rozelle Interchange) if the relevant requirements have been met and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</p>
57.	Clause 21.17(d),(e) and (f)	The information not disclosed is the percentage amount that the Principal can withhold if certain conditions have not been met.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would prejudice the effective exercise of the agency's functions, reveal insights into the parties' payment structures and would diminish the competitive commercial value of the information; and</p>

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			<p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and parties. 	<p>b) the public interest has been served by disclosing the Principal's ability to withhold payment if the relevant requirements have not been met and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</p>
58.	Clause 22.1	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Clause 23.3(b)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Clause 26.1(a)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

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			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

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				<p>commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Clause 26.3(a)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			There is an overriding public interest against disclosure.	<p>the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				Review: This information would be reviewed for disclosure as events and circumstances change.
62.	Clause 26.4(b)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Clause 27.3(c)(v), (xiii)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide</p>

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			<p>of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not</p>

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				<p>significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Clause 28.1(aa)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
65.	Clause 28.1(ab)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Clause 28.2(f)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			There is an overriding public interest against disclosure.	<ul style="list-style-type: none"> <li data-bbox="1641 304 2029 496">b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; <li data-bbox="1641 512 2029 1086">c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and <li data-bbox="1641 1102 2029 1361">d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				interests against disclosure identified above.
				Review: This information would be reviewed for disclosure as events and circumstances change.
67.	Clause 29.1(a)(viii)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Clause 29.1(b)(iii)(C)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Clause 29.1(c)(iii)(C)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
70.	Clause 29.4(a)(iv)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure as events and circumstances change.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Clause 29.4(a)(vi)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Clause 29.4(b)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Clause 30.1	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Clause 30.2(f)(iv)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>There is an overriding public interest against disclosure.</p>	<p>the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
75.	Clause 31.4(c)(iii)	The information not disclosed is the percentage threshold of the General Cap that, when exceeded by the aggregate liability of the Contractor, could trigger termination by the Principal.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would place the Contractor at a substantial commercial disadvantage and would diminish the competitive commercial value of the information; and b) the public interest has been served by disclosing how the deed may be terminated for excessive aggregate liability and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
Section 14, Table items 4(b)-(d)				
The disclosure of this information could reasonably be expected to have the following effects:				
<ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 				
76.	Clause 31.6(b)	The information not disclosed is the threshold amount of non-payment by the Principal that may give rise to termination by the Contractor.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would place the Contractor at a substantial commercial disadvantage and would diminish the competitive commercial value of the information; and b) the public interest has been served by disclosing that the Contractor may terminate the deed for non-payment over a threshold and, in light of this, there is

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>an overriding public interest against the disclosure of the precise dollar amount involved.</p>
77.	Clause 31.10(b)(vii)	The information not disclosed is the percentage amount of the unpaid balance of the D&C Deed Sum and D&C Deed Sum (WHT Southern Tunnel Works) to which the Contractor would be entitled following termination pursuant to clause 31.8 prior	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p>	<p>TfNSW weighed the competing public interest considerations and determined interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage and would</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		<p>to the Date of Opening Completion and the Date of Completion (WHT Southern Tunnel Works).</p>	<p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>diminish the competitive commercial value of the information; and</p> <p>b) the public interest has been served by disclosing the Contractor's entitlement to a percentage of the unpaid D&C Deed Sum and D&C Deed Sum (WHT Southern Tunnel Works) and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
78.	Clause 42.5	<p>The information not disclosed is all names of individuals and email addresses.</p> <p>Disclosure of the information would reveal information personal to the Principal and the Contractor.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p> <p>expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; • expose a person to a risk of harm or of serious harassment or serious intimidation. 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal personal information of individuals; and</p> <p>b) the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.</p>
79.	Clause 43.21(b)	<p>The information not disclosed is the percentage increase in the BBSY when calculating interest on daily balances.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the Contractor's financing arrangements (Schedule 4, paragraph (a) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage and reveal financing arrangements; and</p> <p>b) the public interest has been served by disclosing the mechanism for calculating interest and, in light of this, there is an overriding public</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and parties. 	<p>interest against the disclosure of the precise percentages involved.</p>

2. **D&C DEED SCHEDULES**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
80.	Schedule 1: Conditions Precedent Section 1(f), (g) and section 4	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Schedule 3: Dispute Resolution Procedure, Appendix B	<p>The information not disclosed is all names of individuals and email addresses.</p> <p>Disclosure of the information would reveal information personal to the Principal and the Contractor.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal personal information of individuals; and</p> <p>b) the public interest has been served by disclosing the physical business addresses</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> expose a person to a risk of harm or of serious harassment or serious intimidation. 	of the Principal and Contractor.
82.	Schedule 4, Moral Rights Consent Deeds Poll, Parts A & B, clause 1	The information not disclosed is the dollar amount that will be due and payable from the Contractor to the Author under each of the Deeds Poll	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would give insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing that the Contractor may be liable to the Principal for delays caused to another contractor and, in light of this, there is an overriding public interest against the disclosure of the dollar amount</p>

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			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and <p>prejudice the legitimate business interests of the parties.</p>	
83.	Schedule 4 Part B: Moral Rights Consent Party block and recitals	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ol style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial

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				<p>disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule 4A: Form of D&C Guarantee	The information not disclosed is the percentage at which interest will be paid.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against

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	Part A, Clause 1.1, definition of 'Specified Rate'		<p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and 	<p>disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would diminish the commercial value of the information and place the Contractor at a substantial commercial on other similar projects; and b) the public interest has been served by disclosing the mechanism for interest to be paid and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> prejudice the legitimate business interests of the parties. 	
85.	Schedule 4A: Form of D&C Guarantee Part A, Clause 11.1(b)	The information not disclosed is all names of individuals and email addresses. Disclosure of the information would reveal information personal to the Guarantor.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 14, Table item 3(a), (b) and (f) The disclosure of this information could reasonably be expected to have the following effects: <ul style="list-style-type: none"> reveal an individual's personal information; expose a person to a risk of harm or of serious harassment or serious intimidation. 	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ol style="list-style-type: none"> the disclosure would reveal personal information of individuals; and the public interest has been served by disclosing the physical business addresses of the Guarantor.
86.	Schedule 4A: Form of D&C Guarantee Part B, Clause 1.1, definition of 'Specified Rate'	The information not disclosed is the percentage at which interest will be paid.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a) The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: <ol style="list-style-type: none"> the disclosure would diminish the commercial value of the information and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and

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			<p>or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>b) the public interest has been served by disclosing the mechanism for interest to be paid and, in light of this, there is an overriding public interest against the disclosure of the precise percentages involved.</p>
87.	<p>Schedule 4A: Form of D&C Guarantee</p> <p>Part B, Clause 1 1.1(b)</p>	<p>The information not disclosed is all names of addresses.</p> <p>Disclosure of the information would reveal information personal to the Guarantor.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p>	<p>TfNSW weighed the competing public interest considerations and determined interest against disclosure of this information because:</p>

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			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; • expose a person to a risk of harm or of serious harassment or serious intimidation. 	<p>a) the disclosure would reveal personal information of individuals; and</p> <p>b) the public interest has been served by disclosing the physical business addresses of the Guarantor.</p>
88.	Schedule 4B: Key Personnel	<p>The information not disclosed is the entire Schedule.</p> <p>Disclosure of the information would reveal the names and positions of the Contractor's key personnel.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; • expose a person to a risk of harm or of serious harassment or serious intimidation. 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal personal information of individuals; and</p> <p>b) the public interest has been served by disclosing obligations in relation to Key Personnel in clause 9.19 of the D&C Deed.</p>
89.	Schedule 4F: Letters of Affirmation, clause 1.1, definition of 'Letters of Affirmation', clause 10.8 and part of clause 21.17(f)	<p>The information not disclosed is the entire Schedule and related definitions and clauses.</p> <p>Disclosure of the information would reveal the contents of the Letters of Affirmation.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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			<p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p>	<p>a) the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.</p>
90.	Schedule 5: Escrow Agreement	<p>The information not disclosed is the entire Schedule.</p> <p>Disclosure of the information would reveal the contents of the Escrow Agreement required for the Tolling Equipment Works Subcontractor and the other relevant supplier, and the Escrow Works Contractor before these have been agreed with the escrow agents</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served relation to escrow in the D&C Deed, and in light of this, there is an overriding public interest against the disclosure of the specific</p>

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			<p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>terms of the Escrow Agreement.</p>
91.	Schedule 5A: COVID-19 Mitigation Measures	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the COVID-19 Mitigation Measures required to be implemented by the Contractor;</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors. The public interest in favour of disclosure has been served by revealing that the D&C Deed addresses the impacts of COVID-19. In light of this disclosure there is an overriding public interest against the disclosure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
92.	Schedule 6A: WHT Planning Approval	The information redacted is part of the schedule including tables.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out an allocation of responsibility between the Principal and the Contractor for specific planning approval conditions;</p> <p>b) the disclosure of the redacted information would provide insight into the level of risk which the Contractor was willing to price and accept and disclose the Contractor's cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
93.	Schedule 6B: WHT Southern Tunnel Works Water Discharge	The information not disclosed are monetary amounts and dates.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudice the parties' legitimate business, commercial or financial 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:</p> <ul style="list-style-type: none"> a) the redacted information specifies the amount payable to the Contractor for the Pre-Agreed Variations and the dates on which the Principal is required to instruct the Pre-Agreed Variations; b) exposing the redacted information may provide insight into the amount that the Contractor was willing to accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
94.	<p>Schedule 8 (Terms of Access): Part B – Access to Construction Site Section (aa)(i)</p>	<p>The information not disclosed is a reference to a redacted defined term .</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
95.	Schedule 21 Change Procedure (Clause 14) Section 3(a)(iv)	The information not disclosed is a reference to a redacted defined term .	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into; b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties'

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>legitimate business, commercial or financial interests; and</p> <p>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	Schedule 22: Pre-Agreed Changes	The information not disclosed is the dollar amounts of total costs in relation to several Pre-Agreed Changes.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, would diminish the competitive commercial value of the</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>information and prejudice effective exercise by an agency of the agency's ability to direct Pre-Agreed Changes; and</p> <p>b) the public interest has been served by disclosing general information about what each Pre-Agreed Change involves (including details about the amendments and other obligations) and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts and dates involved.</p>
97.	Schedule 29: Lane Occupancy Fees	<p>The information not disclosed is the entire Schedule.</p> <p>Disclosure of the information would reveal the lane occupancy fees which the</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		Contractor may be required to pay.	<p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>disclosure of this information because:</p> <p>a) the disclosure would provide insight into key commercial details relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</p> <p>b) the public interest has been served by disclosing the existence of Lane Occupancy Fees in the D&C Deed disclosure of how those fees are calculated and applied.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
98.	Schedule 30: Project Insurances	<p>The information not disclosed is the entire Schedule.</p> <p>Disclosure of the information would reveal sensitive information regarding the value of certain insurances, claims, excesses, and other sensitive amounts in relation to the Project's insurances.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value of the information; and</p> <p>b) the public interest has been served by disclosing requirements in relation to obtaining and claiming under various Project insurances and, in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> diminish the competitive commercial value of the information; and prejudice the legitimate business interests of the parties. 	
99.	Schedule 31A: D&C Payment Schedule	<p>The information not disclosed is the entire Schedule.</p> <p>Disclosure of the information would reveal sensitive pricing information for the Project, such as forecast monthly payments, forecast cumulative limits and the Schedule of Prices.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would reveal sensitive financial information and place the Contractor at a substantial commercial disadvantage; and b) the public interest has been served by disclosing the calculation of certain payments and the items for payment, and in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul style="list-style-type: none"> contract; diminish the competitive commercial value of the information; and prejudice the legitimate business interests of the parties. 	
100.	Schedule 34: Delay Cost Caps	The information not disclosed is the entire Schedule, which includes information relating to the Contractor's Delay Cost Caps and corresponding phases.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor's cost structures; and</p> <p>b) the public interest has been served by disclosing details of the phases, existence of the Delay Cost Caps and general obligations in relation to the Delay Cost Caps in the D&C Deed and, in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.</p>

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			<p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
101.	Schedule 35: Spares List	<p>The information not disclosed is all dollar amounts (both rates and total cost columns).</p> <p>Disclosure of the information would reveal the dollar price for the listed spare parts items.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it discloses the contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor's cost structures; and</p> <p>b) the public interest has been served by disclosing general information about the spare parts items and, in light of this, there is an overriding public interest against the</p>

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			<p>such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>disclosure of the precise dollar amounts involved.</p>
102.	Schedule 37A: WHT Interface Milestones	<p>The information not disclosed is all dollar amounts for the WHT Incentive Payments.</p> <p>Disclosure of the information would reveal the value of the WHT Incentive Payments.</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal cost structures and profit margins, place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>competitive commercial value of the information; and</p> <p>b) the public interest has been served by disclosing general information about each WHT Interface Milestones (such as the works reference and date for completion) that corresponds with the WHT Incentive Payments and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p>
103.	Schedule 37AA: WHT Southern Tunnel Deign Milestones	<p>The information not disclosed is all dollar amounts for the liquidated damages payable in respect of each WHT Southern Tunnel Design Milestone.</p> <p>Disclosure of the information would reveal the liquidated damages in respect of the WHT</p>	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a 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:</p> <p>a) the disclosure would reveal cost structures and profit</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		Southern Tunnel Design Milestones.	<p>The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 1(f) and 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • prejudice effective exercise by an agency of the agency's functions; • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	<p>margins, place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value of the information; and</p> <p>b) the public interest has been served by disclosing general information about each WHT Southern Tunnel Design Milestone (such as the works reference and date for completion) that corresponds with the respective rate of liquidated damages payable and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p>

3. **D&C DEED EXHIBITS**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
104.	Exhibit A: Rozelle Interchange D&C Independent Certifier Deed	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</p> <p>The disclosure of the information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of Independent Certifier Deed; and b) revealing the information would disclose the apportionment of risk between the parties in relation to the Independent Certifier and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
105.	Exhibit B: Deed of Disclaimer	The information not disclosed is the entire Exhibit.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial or financial interests.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest reason against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information would disclose personal information of individuals, including names. b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Information Documents, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests</p> <p>TfNSW considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
106.	Exhibit C: Third Party Agreements	The information redacted is part of the schedule, including tables.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would place the Contractor at a substantial commercial</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out an allocation of responsibility between the</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>disadvantage in relation to potential competitors.</p> <p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal and the Contractor for the requirements of third party agreements and sets out the commercial arrangement between the Principal and a third party which is an interfacing party which the Principal is still in the process of negotiating. If the redacted information were disclosed, the relevant third party may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions;</p> <p>b) the disclosure of the redacted information would:</p> <p>a. provide insight into the level of risk which the Contractor was willing to price and accept and provide insight into the Contractor's views on its own capabilities</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<p>and those of the third parties</p> <p>b. reveal an itemisation of work which the Principal and the Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
107.	Exhibit D: Deed of Appointment of Environmental Representative (Rozelle Interchange)	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</p> <p>The disclosure of the information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Deed of appointment of the Environmental Representative; and b) revealing the information would disclose the apportionment of risk between the parties in relation to the Environmental Representative and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business,

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108.	Exhibit E: Overall D&C Program (Rozelle Interchange), Overall Program (WHT Southern Tunnel Works) and Supporting Information	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Contractor's profit margins.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial or financial interests.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the documents which form the Overall D&C Program; b) exposing the redacted information would reveal the level of risk the Contractor was willing to price and accept in relation to the timing of the delivery of the works. It would also reveal a program which the Contractor has invested a significant amount of time developing, and which the Contractor may want to use in future bids to gain a competitive advantage; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature,

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				<p>as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
109.	Exhibit F: Insurance Policies	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Contractor's profit margins.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the terms of the insurance policies required under the D&C Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the

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			<p>to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor was willing to price and accept;</p> <p>c) the scope of the insurance may be taken as an indication of the risk levels involved with the Contractor's obligations under the D&C Deed. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements;</p> <p>d) knowledge of the extent of the insurance obligations may have adverse impacts on the Contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the Contractor seeks to ensure those parties effect their own insurance; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore</p>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
110.	Exhibit H: Site Access Schedule	The information not disclosed is all dates for access to site areas.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the site access dates for various site access areas to be provided to the Contractor; b) the disclosure of the redacted information would reveal the apportionment of risk negotiated between the parties, provide insight into the Contractor's views on its own capabilities and the level of risk which it was willing to price and accept in respect of the programming of the work under the D&C Deed;

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				<p>c) if the information were revealed it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Contractor, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p>
111.	Exhibit K: Tolling Interface Deed	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an

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			<p>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed to be entered, or already entered, into by the Contractor which sets out mechanisms to address certain interface risk under the D&C Deed; b) exposing the redacted information would reveal the apportionment of risk between relevant parties, and the risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				commercial or financial interests.
112.	Exhibit L: WestConnex AIP Plan	The information not disclosed is all names and contact details of individuals.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; • expose a person to a risk of harm or of serious harassment or serious intimidation. 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the disclosure would reveal personal information of individuals; and b) the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.
113.	Exhibit O: Collateral Warranty Deeds	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the collateral warranty required to be provided under the D&C Deed which the Contractor is required to design, construct and handover to TfNSW; and b) revealing the information would disclose an

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>apportionment of the risk between the parties and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</p>
114.	Exhibit P: Contractor Cooperation and Integration Deed	The information not disclosed is the entire Exhibit.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), items 4(b), 4(c), and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest reason against disclosure of this information because:</p> <p>a) the redacted information sets out the form of the interface agreements that the Contractor is to enter into with the Asset Trustee;</p>

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			There is an overriding public interest against disclosure.	<p>b) the disclosure of the redacted information would reveal the level of interface risk that the Contractor was willing to price and accept in relation to interface of the works under the D&C with the works to be performed by the Asset Trustee; and</p> <p>c) therefore the disclosure of this information would place TfNSW at a commercial disadvantage in future negotiations with by making readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p>
115.	Exhibit Q: Western Harbour Tunnel – Rozelle Interchange Interface Deed	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<p>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed to be entered into by the Contractor which sets out mechanisms to address interface risk under the D&C Deed; b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the Contractor was willing to price and accept; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
116.	Exhibit R: WHT Independent Certifier Deed	The information redacted is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</p> <p>The disclosure of the information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of Independent Certifier Deed; and b) revealing the information would disclose the apportionment of risk between the parties in relation to the Independent Certifier and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				commercial or financial interests.

4. **D&C DEED AMENDMENT AND RESTATEMENT DEED**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
117.	Clause 1.1, definition of 'Conditions Precedent Satisfaction Date'	The information not disclosed is the date by which the Conditions Precedent must be satisfied.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Conditions Precedents; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p>

				c) the public interest has been served by revealing that the D&C Deed includes a Conditions Precedent Satisfaction Date.
118.	Clause 7.4, execution block	The information not disclosed is all names and contact details of individuals.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 14, Table item 3(a), (b) and (f)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</p> <ul style="list-style-type: none"> • reveal an individual's personal information; • expose a person to a risk of harm or of serious harassment or serious intimidation. 	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure would reveal personal information of individuals; and</p> <p>b) the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.</p>
119.	Schedule 2 SWTC Departures	The information not disclosed is the entire schedule.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the following reasons:</p> <p>a) the redacted information concerns the scope of works and technical criteria;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature,</p>

as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

- c) TfNSW considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
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