

Government Information (Public Access) Act 2009 (NSW)

Explanatory Table

Transport for NSW – M6 Stage 1 Asset Management Deed

Contract Number: 23.0000138284.1073

Capitalised terms in this table have the meaning given to them in the M6 Stage 1 Asset Management Deed (**AM Deed**), unless the context indicates otherwise.

In preparing this explanatory table, Transport for NSW has:

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

Transport for NSW notes that Schedule 36 (*Electronic Files*) contains a large number of files and is subject to technical size limitations. As such, these documents to the AM Deed have not been made available on Transport for NSW's contracts register. Transport for NSW has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact accessapplications@transport.nsw.gov.au to arrange a time to inspect.

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| MAIN BODY | | | | |
| 1. | Contents | The information redacted is defined terms and clauses which have been redacted entirely in the main body of the AM Deed. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain provisions under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

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| 2. | Definition of "AM Guarantor" Clause 1.1 (Definitions) | The information redacted is the name of the AM Guarantor. | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information regulates the parent company guarantees to be provided by the Asset Manager to the Principal; b) exposing the redacted information would reveal the nature and scope of the AM Guarantees that the Asset Manager was willing to provide in relation to the project. It may also provide insight into the Asset Manager's views on the likelihood of the Principal having a right against the AM Guarantor; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that an AM Guarantee is required to be provided by the Asset |

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| | | | | <p>Manager. In light of the disclosure of this information there is an overriding public interest against the disclosure of the identity of the AM Guarantor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 3. | <p>Definition of "AM Shareholder"</p> <p>Clause 1.1 (<i>Definitions</i>)</p> | The information redacted is the name and ACN of the AM Shareholder. | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information would reveal the parties to the shareholder agreement; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

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| 4. | Definition of "Damage Threshold" Clause 1.1 (Definitions) | The information redacted is a dollar amount. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the maximum value of damage to any part of the Motorway that the Asset Manager will be liable to repair or replace; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to the repair of damage on the Motorway, and therefore the level of risk that the Asset Manager was willing to price and accept; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the existence of certain obligations on the Asset Manager in relation to damage and repair work not |

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| | | | | <p>exceeding a certain threshold value. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 5. | <p>Definition of "Day 1 Clauses"</p> <p>Clause 1.1 (Definitions)</p> | The information redacted is part of the definition. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> i. is commercially sensitive information; and ii. relates to a clause that has been redacted in its entirety; <p>b) the efficacy of the redaction to the relevant clause is dependent on references to that clause also being redacted;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager, and therefore the level of risk that the Asset Manager was willing to price and accept in relation to those events; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar</p> |

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| | | | | <p>nature, as the information would be readily accessible to potential future clients, competitors contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 6. | <p>Definition of "General Liability Cap"</p> <p>Clause 1.1 (Definitions)</p> | The information redacted is entire definition. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain elements under the AM Deed; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate |

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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><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing that there is a General Cap on the Asset Manager's liability. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 7. | <p>Definition of "Minimum Aboriginal Participation Requirements"</p> <p>Clause 1.1 (<i>Definitions</i>)</p> | The information redacted are percentage figures. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is:</p> <ul style="list-style-type: none"> i. the proportion of the Core Services Payment and the Asset Renewal Amount that must be allocated under the Aboriginal Participation Plan under the AM Deed; and |

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| | | | <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) the proportion of the Asset Manager's Australian based workforce that must be allocated under the Aboriginal Participation Plan under the AM Deed;</p> <p>c) exposing the redacted information could provide insight into the Asset Manager's cost structure and would place the Asset Manager at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors; and</p> <p>d) the public interest has been served by revealing the fact that there are minimum Aboriginal Participation requirements. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 8. | Definition of "Reduction Cap" Clause 1.1 (Definitions) | The information redacted is entire definition. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a certain threshold for aggregate liability of the Asset Manager to the Principal;</p> |

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| | | | <p>contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept;</p> <p>c) the redacted information might prejudice the Asset Manager in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the Asset Manager's legitimate business and commercial interests; and</p> <p>d) the public interest has been served by revealing the existence of a Reduction Cap. In light of this disclosure there is an overriding public interest against the disclosure of the certain threshold amount of the liability.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 9. | Clause 1.1 (Definitions) | The information redacted is entire definition, including the defined term. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in</p> |

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| | | | <p>Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence 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>relation to certain elements under the AM 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 10. | <p>Definition of "Significant Subcontract"</p> <p>Clause 1.1 (Definitions)</p> | The information redacted are dollar amounts. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of Subcontracts which:</p> <ul style="list-style-type: none"> i. require consent from the Principal; and |

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| | | | <p>contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>ii. must include the provisions set out in Schedule 6 within the Subcontract;</p> <p>b) the redacted information reflects the risk priced and accepted by the Asset Manager and may also provide insight into the Asset Manager's underlying cost structure; and</p> <p>c) the public interest has been served by revealing the existence of certain obligations on the Asset Manager in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 11. | Clause 7.9 | The information redacted is the entire clause. | <p><i>Section 32(1)(d), items 1(f) and 4(a) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is a public consideration against disclosure of this information as it could reasonably be expected to place an agency at a competitive disadvantage in the market.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) 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</p> |

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| | | | <p><i>Section 32(1)(d), items 2(d) and (e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting the life, health or safety of any person, place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p> | <p>would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</p> <p>b) exposing the information could reasonably be expected to endanger the security, or prejudice systems for protecting the Motorway; and</p> <p>c) revealing the information could place the Principal at a competitive disadvantage in the market.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 12. | Clause 9.3(c)-(d) (Utility Services) | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract,</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain provisions under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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</p> |

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| | | | <p>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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 13. | Clause 9.21 (Workforce skills, diversity and industry participation targets) | The information redacted are percentages. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's views on its potential capabilities in relation to Workforce participation targets.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Workforce diversity targets that the Asset Manager must achieve; 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 the fact that the workforce |

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| | | | There is an overriding public interest against disclosure. | diversity participation targets have been imposed on the Asset Manager. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 14. | Clause 10.2 (Security Bond Requirements) | The information redacted is figures. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the aggregate value that the Asset Manager must provide to the Principal as Security Bonds and the timeframe in which in replacement or additional Security Bonds need to be provided; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager for default events, and therefore the level of risk that the Asset Manager was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Asset Manager's views on its potential capabilities and likelihood of default events arising; |

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| | | | There is an overriding public interest against disclosure. | <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that Security Bonds are required from the Asset Manager. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the Security Bonds.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 15. | Clause 11.9(e), (g) (Contamination) | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain provisions under the AM Deed, and therefore the level of risk that</p> |

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| | | | <p>disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>the Asset Manager was willing to price and accept to perform the AM Services; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 16. | Clause 13.3(c) (Payment for Changes) | The information redacted is a percentage. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the amount that the Principal is entitled to receive for Change Savings; and</p> <p>b) exposing the redacted information would reveal the apportionment of savings between the Principal and the Asset Manager, and therefore the level of upside that the Asset Manager was willing to</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>price and accept in the event of any Change Savings; and</p> <p>c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 17. | Clause 16.2(a) (Notice of delayed or accelerated Opening Completion) | The information redacted is figures. | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the time period in which the Principal must attempt to provide the Asset Manager notice of any anticipated delay or extension to the Date of Opening Completion; and</p> <p>b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients,</p> |

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| | | | | <p>competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 18. | Clause 20.2 | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain provisions under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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 |

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| | | | There is an overriding public interest against disclosure. | <p>prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>the redacted information might prejudice the Asset Manager in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the Asset Manager's legitimate business and commercial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 19. | Clause 20.10(d)(i) (Change of Use Sinking Fund) | The information redacted is dollar amounts. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the dollar amounts that the Principal must deposit into the Change of Use Sinking Fund; b) exposing the redacted information would reveal the level of risk that the Asset Manager was willing to price and accept under the AM Deed; 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 |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 20. | Clause 20.13(d)-(i) (RLA Assets) | The information redacted is formulas. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism and rates for calculating the Net Residual Asset Life Adjustment under the AM Deed which is commercially sensitive and, if disclosed, may provide a unique insight into cost structures; and b) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | There is an overriding public interest against disclosure. | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 21. | Clause 24.2(d)(i)-(ii) (Qualifying Change in Law) | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount at which the Principal is liable to pay a portion of the Change Costs determined in accordance with clause 24.2(c); b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to a Qualifying Change in Law that has a direct effect on the AM Services or results in a change in the Actual Costs; 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 |

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| | | | | <p>d) the public interest has been served by revealing the fact that the Principal's liability to pay Change Costs where there is a Qualifying Change in Law arises once a dollar threshold is reached. In light of the disclosure of this information there is an overriding public interest against the disclosure of the dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 22. | Clause 24.5(d) (Change in NSW Government Policy) | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the amount at which the Principal is liable to pay a portion of the Change Costs determined in accordance with clause 24.5(c);</p> <p>b) the redacted information reflects the risk priced and accepted by the Asset Manager and may also provide insight into the Asset Manager's underlying cost structure; and</p> <p>c) by revealing the fact that the Principal's liability to pay Change Costs where there is a Change in NSW Government Policy arises once a dollar threshold is reached. In light of the disclosure of this</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | There is an overriding public interest against disclosure. | information there is an overriding public interest against the disclosure of the dollar amount. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 23. | Clause 25.12 (<i>Asset Manager conduct of claims against third parties</i>) and clause 25.13 (<i>Procedure for Third Party Claims</i>) | The information redacted are the entire clauses. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the procedure for managing third party claims; b) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests. |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>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> |
| 24. | <p>Clause 26.1 (<i>Indemnity from the Asset Manager</i>), 26.2 (<i>Exclusions from indemnity</i>) and 26.3 (<i>Consequential Loss</i>)</p> | <p>The information redacted are the entire clauses.</p> | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Asset Manager's total aggregate liability, including limits on the Asset Manager's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to liability under the AM Deed. Exposing this information may provide insight into the Asset Manager's views on its potential capabilities and the likelihood of the Asset Manager being held liable for the events identified in clause 26; c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and d) revealing the information would place the parties at a substantial commercial |

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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 prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 25. | Clause 27.1 (<i>General Liability Cap</i>) and clause 27.2 (<i>Exclusions to the General Liability Cap and the Reduction Cap</i>) | The information redacted are the entire clauses. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Asset Manager's total aggregate liability, including limits on the Asset Manager's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to liability under the AM Deed. Exposing this information may provide insight into the Asset Manager's views on its potential capabilities and the likelihood of the Asset Manager being held liable for the events identified in clause 26; |

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| | | | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 26. | Clause 28.6(b) (Moral rights) | The information that is redacted are dollar amounts. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of the consideration provided by the Asset Manager to an individual executing a Moral Rights Consent; and</p> <p>b) exposing the redacted information would reveal the amount that the Asset Manager was willing to accept to procure consent from individuals who are (or potentially</p> |

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| | | | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>will be) Intellectual Property Right authors. Exposing this information may provide insight into the Asset Manager's profit margins.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 27. | Clause 29.1 (General restriction) | The information redacted is part of the clause. | <p><i>Section 32(1)(d), items 1(f) and 4(a) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is a public consideration against disclosure of this information as it could reasonably be expected to place an agency at a competitive disadvantage in the market.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and b) exposing the information could place the Principal at a competitive disadvantage in the market. |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 28. | Clause 30.1(m) (Events of Default) | The information redacted are figures. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the amount of KPI Demerit Points that amount to a KPI Failure Period which, if sustained for a certain duration of time, will be grounds for an event of default; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager for default events, and therefore the level of risk that the Asset Manager was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Asset Manager's views on its potential capabilities and likelihood of default events arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information |

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| | | | | <p>could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 29. | Clause 30.5(c)(ii) (Termination by the Principal) | The information redacted is part of a clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the Asset Manager's total aggregate liability, including limits on the Asset Manager's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to liability under the AM Deed. Exposing this information may provide insight into the Asset Manager's views on its potential capabilities and the likelihood of the Asset Manager being held liable for an Event of Default; c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>may diminish the value of that information; 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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 30. | Clause 30.7 (Termination by the Asset Manager) | The information redacted is a dollar amount. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights of the Asset Manager. Exposing this information may also provide insight into the Asset Manager's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under clause 30.7; and</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 31. | Clauses 30.9 (Termination Payments) | The information redacted is the entire clause. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract,</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the Asset Manager. Exposing this information may also provide insight into the Asset Manager's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under these clauses; and</p> <p>b) revealing the information would place the parties at a substantial commercial</p> |

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| | | | <p>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>disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 32. | <p>Clauses 36.2(c)(iii) and 36.2(d)-(f)</p> <p><i>(Change in Control of the Asset Manager)</i></p> | The information redacted are the entire clauses. | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain elements under the AM Deed; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 33. | Clause 41.5 (Address for notices) | The information redacted is names and email addresses of individual persons. | <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> |
| 34. | Clause 42.22(a) (Interest) | The information redacted is a percentage. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage at which the either party will be required to pay Interest on an amount on demand by the other party; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 35. | Execution page of the main body of the AM Deed. | The information redacted is the names and signatures of the signatories and witnesses. | <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> |
| SCHEDULES | | | | |
| 36. | Section 5(d) Schedule 1 | The information redacted is the | The information redacted is the name of the AM Guarantor. | The Principal weighed the competing public interest considerations and determined that |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | <i>(Conditions Precedent)</i> | name of the AM Guarantor. | | <p>there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information regulates the parent company guarantees to be provided by the Asset Manager to the Principal; b) exposing the redacted information would reveal the nature and scope of the AM Guarantees that the Asset Manager was willing to provide in relation to the project. It may also provide insight into the Asset Manager's views on the likelihood of the Principal having a right against the AM Guarantor; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that an AM Guarantee is required to be provided by the Asset Manager. In light of the disclosure of this information there is an overriding public |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>interest against the disclosure of the identity of the AM Guarantor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 37. | Section 7, 8 Schedule 1 (Conditions Precedent) | The information redacted is an entire section. | <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) 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>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 38. | Section 1.1(b) Schedule 3 (Change Procedure) | The information redacted is a percentage. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the method and rates for calculating the amount the Principal must pay the Asset Manager for Excluded Activities; 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 Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above. |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 39. | Section 4(f)(ii) Schedule 3 (Change Procedure) | The information redacted is a dollar amount. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of Additional Services that require a minimum of three quotes; b) the redacted information reflects the risk priced and accepted by the Asset Manager and may also provide insight into the Asset Manager's underlying cost structure; and c) the public interest has been served by revealing the existence of certain obligations on the Asset Manager in relation to procuring quotes to subcontract Additional Services exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| 40. | Section 5 Schedule 3 (Change Procedure) | The information redacted is an entire section. | <p><i>Section 32(1)(d), items 4(a), (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could place an agency at a competitive disadvantage in the market, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information reflects the risk priced and accepted by the Asset Manager and may also provide insight into the Asset Manager's underlying cost structure in relation to an ongoing procurement by the Principal; and b) the Principal may be placed at a commercial disadvantage in relation to the ongoing procurement. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 41. | Sections 1 and 2 Schedule 5 (Key Personnel) | The information redacted is names of individual persons. | <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>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|---|---|
| 42. | Section 1 Schedule 11 (Moral Rights Consent) | The information redacted is a dollar amount. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the value of the consideration provided by the Asset Manager to an individual executing a Moral Rights Consent; and b) exposing the redacted information would reveal the amount that the Asset Manager was willing to accept to procure consent from individuals who are (or potentially will be) authors of Intellectual Property Rights in connection to the Project. Exposing this information may provide insight into the Asset Manager's profit margins. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|---|
| 43. | Schedule 12 (Commercially Sensitive Information) | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would put the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the what the parties agreed to be commercially sensitive information; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> |
| 44. | Schedule 24 (Payment Mechanism) | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <p>i. the payment for the performance of each AM Service element or component; and</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>ii. the timings of payments for the performance of each AM Service element or component; and</p> <p>iii. any adjustments requested that form part of the Asset Manager's obligations;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Asset Manager's profit margins in relation to the AM Services under the AM Deed;</p> <p>c) the itemisation of work may also reveal a program which the Asset Manager has invested a significant amount of time developing, and which the Asset Manager may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the Asset Manager priced and accepted the AM Services for the project. If this information were revealed, it could place the Asset Manager at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the Asset Manager may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Asset Manager's</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 45. | Schedule 25 (Power Usage Adjustment) | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into the Asset Manager's cost structures; b) revealing the information would provide insight into the Asset Manager's assessment of the risk, and would also reveal a bespoke mechanism negotiated by the parties; and c) could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 46. | Schedule 26 (Insurances) | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the terms and conditions of the insurance policies required to be provided by the Principal under the AM Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Asset Manager was willing to price and accept; c) the scope of the insurance may be taken as an indication of the risk levels involved with the Asset Manager's obligations under the AM Deed. This may have signalling effects to the market and provide insight into the Asset Manager's financial arrangements; and d) knowledge of the extent of the insurance obligations may have adverse impacts on the Asset Manager's ability to negotiate with its subcontractors and other related parties, particularly in circumstances |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>where the Asset Manager 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 the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 47. | Schedule 28 (Form of AM Guarantee) | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the AM Guarantee required under the AM Deed;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Asset Manager and the AM Guarantor in relation to certain obligations under the AM Deed, and therefore the level of risk that the Asset</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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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>Manager was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 48. | Schedule 31 (Asset Renewal Reserve Fund) | The information redacted is dates, dollar amounts and formulas. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information:</p> <ul style="list-style-type: none"> i. specifies the method of calculating and/or the actual amount that the Principal's payment into the Asset Renewal Reserve Fund at specified time periods; and ii. the value of the Drawdown Cap for each Contract Period; |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) exposing the redacted information may provide insight into the amount that the Asset Manager to price and accept for strategic decisions relating to Major Repair and Replacement Works on RLA Assets and associated maintenance strategies. Exposing this information would provide an insight into the Asset Manager's cost structure and profit margins; and</p> <p>c) revealing this information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 49. | Schedule 32 (Net Residual Asset Life Adjustment) | The information redacted is the entire schedule. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is commercially sensitive and, if disclosed, may provide a</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|---|---|
| | | | <p>Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>unique insight into the Asset Manager's cost structures;</p> <p>b) revealing the information would provide insight into the Asset Manager's assessment of the risk, and would also reveal a bespoke mechanism negotiated by the parties; and</p> <p>c) could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 50. | Schedule 36 (<i>Electronic Files</i>) | The information redacted is the entire schedule. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information:</p> <p>i. is commercially sensitive information; and</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>ii. 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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 51. | Schedule 37 (Deed Amendments due to Pre-Agreed Variations) | The information redacted is a dollar amount. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Asset Manager's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) 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</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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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>This information was also agreed by the parties (in Schedule 12 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>business, commercial or financial interests; and</p> <p>b) the public interest has been served by revealing that there is a cost for Pre-agreed Variation to be deducted from the AM Services Payment. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| SCHEDULE 37- AM SERVICES SPECIFICATION | | | | |
| 52. | <p>Definition of "WestConnex Motorway Control Centre (WMCC)"</p> <p>Section 1.5 (<i>Glossary of Terms, Definitions and Abbreviations</i>)</p> | The information redacted is part of the definition. | <p>Section 32(1)(d), items 2(d) and (e) of the table in section 14 The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting the life, health or safety of any person, place, property or vehicle. There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information specifies the approximate location of the Motorway Control Centre; and</p> <p>b) revealing the information could reasonably be expected to endanger or prejudice the security of these facilities.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|---|--|--|
| 53. | Section 5.4 (M6 LCC Model Support) | The information redacted is the entire section. | <p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would put the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain elements under the AM Deed; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 54. | Section 5.10.3(b)-(c) (Business Continuity & Disaster Recovery) | The information redacted is the entire section. | <p><i>Section 32(1)(d), items 2(d) and (e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting the</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>life, health or safety of any person, place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p> | <p>a) the redacted information relates to the business continuity plans and disaster recovery plans that the Asset Manager must exercise; and</p> <p>b) revealing the redacted information could endanger and prejudice the Asset Manager's procedure for protecting the Motorway by revealing commercially sensitive information regarding the security procedures that must be exercised.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 55. | Section 6.2.2(c)(ii) (Integrated Contract Management System) | The information redacted is a percentage figure. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the Asset Manager at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Asset Manager's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) 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 | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | Review: This information would be reviewed for disclosure as events and circumstances change. |
| 56. | Section 7.2.4(d) and 7.2.5 <i>(Cyber Security) and (Business Continuity and Disaster Recovery)</i> | The information redacted is the entire section. | <i>Section 32(1)(d), items 2(d) and (e) of the table in section 14</i> The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting the life, health or safety of any person, place, property or vehicle. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information relates to the business continuity plans and disaster recovery plans that the Asset Manager must exercise; and b) revealing the redacted information could endanger and prejudice the Asset Manager's procedure for protecting the Motorway by revealing commercially sensitive information regarding the security procedures that must be exercised. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 57. | Section 7.9.1 <i>(Major Repair and Replacement)</i> | The information redacted is the entire section. | <i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i> | The Principal weighed the competing public interest considerations and determined that |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | <i>Expenditure Forecast)</i> | | <p>The disclosure of this information would put the Asset Manager at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>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 Asset Manager in relation to certain elements under the AM 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 58. | Appendix B.1 (Reports) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 2(d) and (e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting the life, health or safety of any person, place, property or vehicle.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information provides for the frequency and other relevant details that need to be considered by the Asset</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p><i>Section 32(1)(d), items 4(b) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.</p> | <p>Manager when developing the Monitoring Report and other such reports;</p> <p>b) exposing the information could reasonably be expected to endanger or prejudice the Asset Manager's system or procedure used to prepare these reports; 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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 59. | Appendix B.2 (Notifications) | The information redacted is part of the appendix. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a</p> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure</p> | <p>a) the redacted information sets out the timeframe in which the Asset Manager must notify the Principal of a Defect;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to Defects occurring under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 60. | Appendix D (Community Relations) | The information redacted is the entire appendix. | <i>Section 32(1)(d), items 1(f) and 4(a) of the table in section 14</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is a public consideration against disclosure of this information as it could reasonably be expected to place an agency at a competitive disadvantage in the market.</p> | <p>a) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>b) the public interest has been served by revealing that there is a guidelines for community relations that must be adhered to by the Asset Manager. In light of this disclosure there is an overriding public interest against the disclosure of the precise obligations.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 61. | Appendix K (Assets Under Management) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 1(f) and 4(a) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is a public consideration against disclosure of this information as it could reasonably be expected to place an</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | agency at a competitive disadvantage in the market. | <p>clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>b) exposing the information could place the Principal at a competitive disadvantage in the market.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 62. | Appendix M (M6 OMCS and PLC Assets) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 2(d) and (e) of the table in section 14</i></p> <p>The disclosure of this information could endanger the security of, or prejudice any system or procedure for protecting the life, health or safety of any person, place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the details relating to the M6 OMCS and PLC Assets; and</p> <p>b) revealing the redacted information may endanger the security of, or prejudice any system or procedures that rely on these devices to protect the Motorway.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| 63. | Appendix O (Residual Life Assessed Assets) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details relating to the Residual Life Assessed Assets; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to certain provisions under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| 64. | Appendix P (Limited Liability Assets) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the minimum maintenance requirements for the Limited Liability Assets that the Asset Manager is obligated to carry out under the AM Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to events occurring under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| 65. | Appendix Q (Reimbursable Services) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details relating to Reimbursable Services under the AM Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to events occurring under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| 66. | Appendix R (<i>Management Commitments</i>) | The information redacted is the entire appendix. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out details relating to the Management Commitments provided by the Asset Manager under the AM Deed; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Asset Manager in relation to events occurring under the AM Deed, and therefore the level of risk that the Asset Manager was willing to price and accept to perform the AM Services; 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, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |