

Contract Award Notice ID CW2629999	Contract Title Provision of Licensed Software, Support Services and other Services and Deliverables
Agency Transport for New South Wales	Contractor Information Access Unit

Government Information (Public Access) Act 2009

REDACTION SCHEDULE

The *Government Information (Public Access) Act 2009* (GIPA Act) requirements the publication of a copy of any class 3 government contract. This obligation does not require agencies to include information to disclose:

- a) Commercial-in-confidence provisions, which are defined in the GIPA Act as **the contractor's**
 - financing arrangements
 - cost structure or profit margins
 - full base case financial model
 - any intellectual property which the contractor has an interest

or, anything that, if disclosed, would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future
- b) Details of unsuccessful tenders
- c) Anything that could reasonably be expected to affect public safety or security
- d) a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record
- e) information which would constitute an infringement of copyright

Personal Information

The disclosure of the information could reasonably be expected to:

Clause 3(a) reveal an individual's personal information, or

Clause 3(b) contravene an information protection principle under the [Privacy and Personal Information Protection Act 1998](#) or a Health Privacy Principle under the [Health Records and Information Privacy Act 2002](#)

Contract page or Contract provision	Description	Reasons why the provisions have been removed	Public interest considerations against disclosure		Is it likely to be disclosed at a later date, if so, when?	
			Clause 3(a)	Clause 3(b)	No	Yes
Execution Block/page/s 89,107, 212	The names and signatures of the signatories to the contract	The release of this information would constitute revealing personal information which is not already known and could reasonably be expected to contravene an Information Protection Principle under the <i>Privacy and Personal Information Protection Act 1998</i> .	☒	☒	☒	☐

Business interests and Commercial-in-confidence

The disclosure of the information could reasonably be expected to:

Clause 4(a) undermines competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market,

Clause 4(b) reveal commercial-in-confidence provisions of a government contract,

Clause 4(c) diminishes the competitive commercial value of any information to any person,

Clause 4(d) prejudice any person's legitimate business, commercial, professional or financial interests,
(from the Table to section 14 of the GIPA Act)

Contract page or Contract provision	Description	Reasons why the information has been removed	Public interest considerations against disclosure				Is it likely to be disclosed at a later date, if so, when?	
			Clause 4(a)	Clause 4(b)	Clause 4(c)	Clause 4(d)	No	Yes
Page 213-216, page 217-218, p.117	Cost breakdown of component parts of the contract	The release of this information would remove the competitive neutrality of agency's tendering process by providing an advantage to future tenderers to have the knowledge of the expected costs to complete the work, which is key in determining their business strategies.	☒	☐	☐	☐	☒	☐

Contract page or Contract provision	Description	Reasons why the information has been removed	Public interest considerations against disclosure				Is it likely to be disclosed at a later date, if so, when?	
			Clause 4(a)	Clause 4(b)	Clause 4(c)	Clause 4(d)	No	Yes
		Consequently, future tenderers could just take the information for their own commercial advantage at the expense of the agency which has the function to reduce the cost to the NSW public.						
Page 213, Page 118-119	Schedule of payments Insurance, Transfer Rights-	The information not disclosed is a monetary amount, the disclosure of this information would disclose elements of the P&D Partner's financing arrangements, cost structure and profit margins and would place the contractor at substantial commercial disadvantage in negotiations with other parties. The disclosure of this information would provide an insight into agency and the third parties' strategic commercial dealing in a competitive market within the Australian economic landscape, where information are suitably kept to maintain fair business competition. Any prospective competitor would be given an insight that could be used to their advantage a competitive edge and could reasonably be expected to prejudice the contractors commercial and business interests.	☒	☒	☐	☐	☒	☐
Page 111, 112 115-116,117, 119-121, p127-129,p129-130, p181-189, p198-202,p.203	Deviations and amendment to ICTA Terms	These are deviations from Broadcom's standard contract position, hence are commercial in confidence between TfNSW and Broadcom.	☐	☒	☐	☒	☒	☐

I am delegated to make a decision about the release of information relating to government contracts.

Having considered both the public interest considerations in favour and against release of the above-mentioned contract provisions, I have decided that the public interest weighs against disclosure of the above indicated provisions of the contract and had them removed (redacted) prior to publication provisions in accordance with the requirements of such a decision under the GIPA Act.

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