

Government Information (Public Access) Act 2009

Explanatory Table

Martin Place Metro Station Deed of Variation (Pending Changes) Station Delivery Deed

Capitalised terms in this table have the meaning given to them in the Martin Place Metro Station Deed of Variation (Pending Changes) Station Delivery Deed (**DOV SDD**), unless the context indicates otherwise.

In preparing this explanatory table (**Explanatory Table**), the Principal has:

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

Sydney Metro notes that the SDD Schedule F1 as amended by Schedule 13 contains over 2GB of material. Due to the number of files and technical file size limitations, these documents have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection at its offices subject to any overriding public interest against disclosure. Please contact SMPProcurement@transport.nsw.gov.au to arrange a time to inspect.

Sydney Metro notes that redactions made to the Initial SDD have been reflected in the schedules to the DOV SDD and the rational for those redactions remains the same (including in relation to any varied provisions).

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| 1. | Clause 1.1 – Definition of 'Interim PC Amount' | The information redacted is the monetary 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 cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Interim PC Amount, being the dollar amount that the Principal is to pay Macquarie for the Pending Changes Activities; b) exposing the redacted information would reveal details in respect of the amount that Macquarie was willing to accept for the relevant activities under the SDD. Exposing this information may provide insight into Macquarie's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 2. | Clause 1.1 – Definition of | The information redacted is the | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|---|
| | 'Pending Changes Amount' | monetary amount. | <p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the Pending Changes Amount, being the dollar amount that the Principal is to pay Macquarie for the variations to the construction work to be performed under the SDD; b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the variations to the construction work under the SDD. Exposing this information may provide insight into Macquarie's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 3. | Clause 1.1 – Definition of 'Upfront Design | The information redacted is the monetary | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</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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| | Payment' | amount. | <p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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>a) the redacted information sets out the Upfront Design Payment, being the dollar amount that the Principal is to pay Macquarie for the additional design and management costs resulting from the Pending Changes;</p> <p>b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the additional design and management costs resulting from the Pending Changes under the SDD. Exposing this information may provide insight into Macquarie's profit margins; 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> |
| 4. | Clause 4.2 – Interim PC Amount | The information redacted is a monetary amount. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the dollar amount that the Principal is to pay Macquarie for the variations to the Initial</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|---|
| | | | <p>information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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>SDD in respect of the Pending Changes Works;</p> <p>b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the Pending Changes Works under the SDD. Exposing this information may provide insight into Macquarie's profit margins; 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> |
| 5. | Clause 4.9 | The information redacted is the entire clause. | <p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this information would place the parties at a substantial commercial disadvantage in</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a schedule that has been redacted in its entirety (Schedule A16 of the Initial SDD - TSE Adjustment Works);</p> <p>b) the efficacy of the redaction to the relevant schedule is</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|---|
| | | | <p>relation to other contractors or potential 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>dependent on the clauses relating to that schedule also being redacted. The explanation for the redaction of this schedule is set out in the explanation in row 159 of the Explanatory Table for the Initial SDD; 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> |
| 6. | Clause 4.9A | The information redacted is the entire clause. | <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> <p>a) the redacted information sets out commercially sensitive information regarding technical requirements under the SDD;</p> <p>b) exposing the redacted information would reveal the level of risk that Macquarie was willing to accept in relation to specific technical requirements; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|--|---|--|
| | | | There is an overriding public interest against disclosure. | Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 7. | Clause 4.12 – Bank Guarantee | The information redacted is a percentage number. | <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 Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage of the Total Project Sum that Macquarie must provide to the Principal as an unconditional undertaking; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie of default events, and therefore the level of risk that Macquarie was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Macquarie's views on its potential capabilities and likelihood of default events arising; c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and d) the public interest has been served by revealing the fact that a bank guarantee is required from Macquarie. 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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| | | | business and commercial interests. There is an overriding public interest against disclosure. | interest against the disclosure of the precise amount of the undertaking. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 8. | Clause 4.18 | The information redacted is part of the clause. | <i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information relates to a definition that has been redacted in its entirety (Schedule 1 – Amendments to the General Conditions - clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 20 of this table. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 9. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 – Definition of 'Additional SDD Scope' (b) | The information redacted is part (b) of the definition. | <i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i> The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors or potential contractors. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information relates to a schedule that has been redacted in its entirety (Schedule A16 of the Initial SDD - TSE Adjustment Works); b) the efficacy of the redaction to the relevant schedule is dependent on the clauses relating to that schedule also being redacted. The explanation for the redaction of this schedule is |

| 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), 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>set out in row 159 of the Explanatory Table for the Initial SDD;</p> <p>c) exposing the redacted information would provide an insight into Macquarie's views on the parties' capabilities to perform the works, and the level of risk that Macquarie was willing to accept and price in relation to the works; 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 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. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 – Definition of 'Additional SDD Scope' (c) | The information redacted is part of the definition. | <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) the redacted information relates to a definition that has been redacted in its entirety (clause 1.1 – definition of 'Type 2 Pending Change');</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on the references relating to that definition also being redacted. The explanation for the redaction of this definition is set out in row 70 of the Explanatory Table for the Initial SDD.</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 |
|------|--|--|--|--|
| 11. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 | The information redacted is the 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 cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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 describes commercially sensitive information, including a monetary amount, agreed between Macquarie and the Principal concerning Macquarie's entitlements for specific circumstances; 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> |
| 12. | Schedule 1 – Amendments to | The information redacted is the | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|--|
| | the General Conditions - Clause 1.1 | entire definition. | <p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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>against disclosure because:</p> <p>a) the redacted information describes commercially sensitive information agreed between Macquarie and the Principal concerning Macquarie's entitlements for specific circumstances; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 13. | Schedule 1 – Amendments to the General Conditions - | The information redacted is the entire definition. | <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information describes commercially sensitive</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|------------------------------------|---|--|
| | Clause 1.1 | | <p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>information, including a monetary amount, agreed between Macquarie and the Principal concerning Macquarie's financial entitlements for specific circumstances; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 14. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 – definition of 'Area | The information redacted is dates. | <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 because:</p> <p>a) the redacted information describes commercially sensitive information agreed between Macquarie and the Principal concerning Macquarie's entitlements for specific</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|---|---|
| | 6 Licence Event ¹ | | <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>circumstances;</p> <p>b) exposing the redacted information would reveal the level of risk that the parties were willing to accept in relation to a specific circumstance that might arise during the project; 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> |
| 15. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 | The information redacted is the entire definition. | <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) the redacted information relates to a clause that has been redacted in its entirety (clause 38.3); and</p> <p>b) the efficacy of the redaction to clause 38.3 is dependent on the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 38.3.</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 |
|------|--|--|--|---|
| 16. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 | The information redacted is the 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 cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information describes commercially sensitive information, including a monetary amount, agreed between Macquarie and the Principal concerning Macquarie's entitlements for specific circumstances; b) exposing the redacted information would reveal the level of risk that the parties were willing to accept in relation to a specific circumstance that might arise during the project; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 17. | Schedule 1 – Amendments to | The information redacted is the | <i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|--|--|
| | the General Conditions - Clause 1.1 | entire definition. | <p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information describes commercially sensitive information, including a monetary amount, agreed between Macquarie and the Principal concerning Macquarie's entitlements for specific circumstances; b) exposing the redacted information would reveal the level of risk that the parties were willing to accept in relation to a specific circumstance that might arise during the project; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 18. | Schedule 1 – Amendments to the General Conditions - | The information redacted is the entire definition. | <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</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 |
|------|---|---|---|--|
| | Clause 1.1 | | <p>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>a) the redacted information sets out Macquarie's entitlement for certain events under the OSD PDA;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie with respect to the OSD Works; 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> |
| 19. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 – definition of 'Revised Design Stage 1' | The information redacted is part of the definition. | <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> <p>a) the redacted information relates to a definition that has been redacted in its entirety (Schedule 1 – Amendments to the General Conditions - clause 1.1); and</p> <p>b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 20 of this table.</p> <p>Review: This information would be reviewed for disclosure as</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|---|
| | | | There is an overriding public interest against disclosure. | events and circumstances change. |
| 20. | Schedule 1 – Amendments to the General Conditions - Clause 1.1 | The information redacted is the entire definition. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal Macquarie's cost structure and would place the parties at a substantial commercial disadvantage in relation to potential competitors and contractors and provide visibility on Macquarie's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) exposing the information redacted would disclose commercially sensitive information on entitlements for specific circumstances relating to payment under the OSD PDA and would ultimately expose risk allocation between the Principal and Macquarie under the OSD PDA; 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> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| | | | <p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | |
| 21. | Schedule 1 – Amendments to the General Conditions – Clause 9.2(ba) and clause 9.2(g) | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the site, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into Macquarie's views on the likelihood of certain risks arising; and b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and prejudice the effective exercise by an agency of the agency's functions. <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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| | | | <p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | |
| 22. | Schedule 1 – Amendments to the General Conditions – Clauses 10.3(f)-(g) – Cooperation and Coordination with Rail Contractors | The information redacted is 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 clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding Macquarie's access to the site; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to the site, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into Macquarie's views on the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and prejudice the effective exercise by an agency of the agency's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 23. | Schedule 1 – Amendments to the General Conditions - Clauses 17.2(i) and 17.2(k) - Construction Licence | The information redacted is a parts of the clauses and an entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding site access dates and arrangements regarding use of the site; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to site access, and therefore the risk that Macquarie was willing to price and accept. Exposing this information may also provide insight into Macquarie's views on the likelihood of |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| | | | <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. 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 prejudice the effective exercise by an agency of the agency's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 24. | Schedule 1 – Amendments to the General Conditions – Clause 20.2 – Design Stage 1; clause 20.4(d) – | The information redacted is part of the clauses. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information relates to a definition that has been redacted in its entirety (Schedule 1 – Amendments to the General Conditions - clause 1.1); and</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | Preparation and submission of Design Documentation | | 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. | b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 20 of this table. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 25. | Schedule 1 – Amendments to the General Conditions – Clause 21.13(a)(iii) – Area 6 Handover Items | The information redacted is the entire clause. | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i> The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information sets out sensitive information concerning the Area 6 Handover Items; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|---|--|---|--|
| | | | interest against disclosure. | |
| 26. | Schedule 1 – Amendments to the General Conditions - Clause 23.12(p)(iii)-(iv) and post amble - Liquidated damages for delay | 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 would provide visibility on Macquarie's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the mechanism for calculation and the limits for Macquarie's liability under the indemnities in relation to Portion 2A and Portion 2B; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to key delay risks. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of Portion 2A and Portion 2B being achieved by the relevant Date for Construction Completion and Date for Completion; 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 the indemnities. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dollar amounts. <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 |
|------|--|---|---|---|
| 27. | Schedule 1 – Amendments to the General Conditions - Clause 23.12(q) - Liquidated damages for delay | The information redacted is the dates and dollar amounts. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</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 limits of Macquarie's liability under the indemnities in relation to Portion 2A and Portion 2B; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to key delay risks. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of Portion 2A and 2B being achieved by the relevant Date for Construction Completion; 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 the indemnities. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dollar amounts. <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 |
|------|--|---|---|--|
| | | | <p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | |
| 28. | Schedule 1 – Amendments to the General Conditions – Clause 24.1(f) | The information redacted is a reference to a redacted definition. | <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 relates to a definition that has been redacted in its entirety (clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being redacted. The explanation for the redaction of this definition is set out in the explanation in row 2 of the Explanatory Table for the Initial SDD. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 29. | Schedule 1 – Amendments to the General Conditions – Clause 31.2(g) – Amendments to draft Subdivision Documents | The information redacted is part of the clause. | <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</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 relates to a definition that has been redacted in its entirety (Schedule 1 – Amendments to the General Conditions - clause 1.1); and b) the efficacy of the redaction to the relevant definition is dependent on the references to that definition also being |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|--|--|--|--|
| | | | <p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>redacted. The explanation for the redaction of this definition is set out in the explanation in row 20 of this table.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 30. | Schedule 1 – Amendments to the General Conditions - Clause 35.2(c)(ix) - Variation Impact Proposal | The information redacted is the entire clause. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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 sensitive information concerning the potential consequences of a Variation; b) exposing the redacted information would reveal the level of risk that Macquarie was willing to price and accept in relation to Variations. It may also provide insight on Macquarie's views on its potential capabilities and the likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 31. | Schedule 1 – Amendments to | The information redacted is the | <i>Section 32(1)(d), item 1(f) of the table in section 14</i> | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | the General Conditions - Clause 38.1(a)(i)(B) – Optional Condition Criteria | entire clause. | <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> | <p>against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines sensitive information regarding payments for Optional Condition 1 and Macquarie's entitlement to time and cost relief in connection with the Optional Condition 1; b) exposing the redacted information may also reveal risk that Macquarie was willing to price and accept in relation to the Optional Condition 1. It may also provide insight on Macquarie's views on its capabilities and the likelihood of certain risks arising and may also provide insights into Macquarie's underlying cost structure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the 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> |

| 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. | |
| 32. | Schedule 1 – Amendments to the General Conditions - Clause 38.1(b)(ii) – Optional Condition Criteria | The information redacted is a time period. | <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 of the change in the date for Construction Completion for Portion 1 if Optional Condition 2 applies; b) exposing the information would reveal the level of risk that the Principal was willing to accept and may also provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks arising; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 33. | Schedule 1 – Amendments to the General Conditions - Clause 38.3 | The information redacted is the entire clause. | <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information describes commercially sensitive information agreed between Macquarie and the Principal concerning Macquarie's entitlements for specific circumstances in relation to Construction Site (Area 6); |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>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)(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 Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>There is an overriding public interest against disclosure.</p> | <p>b) exposing the information would reveal the level of risk that the Principal was willing to accept and may also provide insight into Macquarie's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. 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> |
| 34. | Schedule 2 – Amendments to Schedule A2 - Portions and Milestones | The information redacted is the dates, dollar amounts, Portion and Milestone descriptions and mechanisms for | <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</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:</p> <ul style="list-style-type: none"> a. the description of certain Portions and Milestones; b. the Date for Construction Completion and Completion |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
|------|----------------------------------|----------------------|--|--|
| | | Liquidated Damages. | <p><i>"commercial-in-confidence provisions" at clause 1 of schedule 4)</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to 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>of each Portion;</p> <p>c. the Date for Milestone Achievement of each Milestone; and</p> <p>d. the rate and mechanisms for calculating Liquidated Damages if Construction Completion or Completion does not occur by the Date for Construction Completion Date for Completion or Milestone achievement is not achieved by the Date for Milestone Achievement;</p> <p>b) exposing the redacted information would reveal the risk that Macquarie priced and accepted in relation to the Liquidated Damages regime and the relevant Dates for Construction Completion, Completion and Milestone Achievement. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of Macquarie to achieve Construction Completion and Completion of the relevant portions by the Date for Construction Completion and Completion for each Portion and to reach Milestone Achievement of the relevant Milestones by the Date for Milestone Achievement, otherwise liquidated</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | | <p>damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 35. | Schedule 12 – New Schedule E9 of the Revised SDD – Optional Conditions | The information redacted is all dollar amounts, dates, times and all information in the 'Criteria to be met for the relevant Optional Condition to be required' column. | <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines sensitive information regarding the criteria to be met in order for Optional Conditions to apply; b) exposing the redacted information may also reveal risk that Macquarie was willing to price and accept in relation to the Optional Conditions. It may also provide insight on Macquarie's views on its capabilities and the likelihood of certain risks arising and may also provide insights into Macquarie's underlying cost structure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the 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> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | <p>information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | |
| 36. | Schedule 13 – Amendments to Schedule F1 - Electronic Files | The information redacted is parts of the documents. | <p><i>Section 32(1)(d) (item 1(f))</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a) (paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information could disclose Macquarie's financing arrangements, cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 includes:</p> <ul style="list-style-type: none"> (i) documents that form part of Schedule C1, being drawings and specifications in relation to the design of the Martin Place Metro Station. Disclosing the redacted information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station and would reveal commercially sensitive information regarding design elements that are unique to the Martin Place Metro Station; and (ii) documents that form part of Annexure B, being drawings and specifications in relation to design development. Disclosing the redacted information would reveal the level of risk that Macquarie was willing to accept in relation to specific technical requirements and would place the parties at a substantial commercial disadvantage in future projects of a similar nature. |

| 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 2(e))</i></p> <p>The disclosure of the information would endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p><i>Section 32(1)(d) (item 4(d) of the table in section 14)</i></p> <p>The disclosure of the information may prejudice a person's legitimate business or 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> |
| 37. | Schedule 14 – Amendments to Annexure B – Information Documents | The information redacted is a reference to an information document | <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</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding design development; b) exposing the redacted information would reveal the level of risk that Macquarie was willing to accept in relation to specific technical requirements; 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. <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | interest against disclosure. | parties' legitimate business, commercial or financial interests. Review: This information would be reviewed for disclosure as events and circumstances change. |
| 38. | Schedule 16 – Interim PC Amount | 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 cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the parties' profit margins.</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</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 Interim PC Amount, being the dollar amount that the Principal is to pay Macquarie for the Pending Changes Activities; b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the variations to the construction work under the SDD. Exposing this information may provide insight into Macquarie's profit margins; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
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| | | | interest against disclosure. | |
| 39. | Schedule 17 – Initial Commercially Sensitive Information | The information redacted is the entire schedule. | <p><i>Section 32(1)(d) (items 4(c) and 4(d) of the table in section 14)</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information identifies clause, schedule and annexure references in the contract documents and particularises the aspects which Macquarie considers to be its commercially sensitive information; and b) revealing the information would provide an insight into sensitive commercial points for Macquarie and otherwise diminish the competitive commercial value of this information to Macquarie and prejudice its legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p> |
| 40. | Execution page | The information redacted is the execution clauses. | <p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p> | <p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information , including names and signatures 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> |