

# Government Information (Public Access) Act 2009

## Explanatory Table

### Martin Place Metro Station Amendment Deed (No. 5) Station Delivery Deed

Capitalised terms in this table have the meaning given to them in the Martin Place Metro Station Amendment Deed (No. 5) Station Delivery Deed (**Amendment Deed 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 redactions made to the Base SDD have been reflected in the schedules to the Amendment Deed SDD and the rationale 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 Amending Deeds, subsection (c)	The information redacted is the name of an amending deed	<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"> <li>a) the redacted information relates to information that has been redacted in its entirety in the relevant "Amending Deed" referred to; and</li> <li>b) the efficacy of the redactions in that "Amending Deed" are dependent on this part of the contract name also being redacted.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 3.2 – Amendments to Schedule A4 (Part 2) of the Base SDD	The information redacted is paragraphs.	<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 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</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"> <li>a) the redacted information relates to a schedule that has been redacted in its entirety (Schedule A4 (Part 2) of the Base SDD);</li> <li>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 the schedule is set out in the explanation in row 5 of this Explanatory Table; and</li> <li>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</li> </ul>

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			<p>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>could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
3.	<p>Schedule 1 – Amendments to the General Conditions - Clause 1.1 – definition of 'Excusable Cause of Delay' paragraphs (j) (k), (l) and (m)</p>	<p>The information redacted is paragraphs.</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)(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>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"> <li>a) the redacted information sets out a number of project-specific grounds under which Macquarie will be entitled to an extension of time for the Project Works;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to a number of key risks that may delay the Project Works, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks arising;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>

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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>d) the public interest has been served by disclosing market-standard delay events. In light of this disclosure there is an overriding public interest against the disclosure of the redacted delay events.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Schedule 1 – Amendments to the General Conditions - Clause 4.4 – Independent Certifier	The information redacted is paragraphs.	<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"> <li>a) the redacted information sets out a specific details of the IC regime;</li> <li>b) exposing the redacted information would reveal the nature a bespoke arrangement between the parties regarding the role of the IC; and</li> <li>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.</li> </ul>

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
5.	Schedule 2 – Amendments to Schedule A4 (Part 2) of the Base SDD	The information redacted is the entire schedule.	<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"> <li>a) the redacted information sets out the form of the interface agreements that Macquarie is to enter into with the Operator, the Line-wide Contractor, and the ETS Contractor;</li> <li>b) the disclosure of the redacted information would reveal the level of interface risk Macquarie was willing to price and accept in relation to interface of the Project Works with the works to be performed by the Operator, the Line-wide Contractor and ETS Contractor;</li> <li>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City &amp; Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with Macquarie in relation to the interface agreements to which Macquarie will be a counterparty;</li> <li>d) therefore the disclosure of this information would: <ul style="list-style-type: none"> <li>a. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City &amp; Southwest project; and</li> <li>b. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature</li> </ul> </li> </ul>

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				<p>and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Schedule 3 – Amendments to Schedule A4 (Part 3) of the Base SDD	The information redacted is the entire schedule.	<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"> <li>e) the redacted information sets out the form of the interface agreements that Macquarie is to enter into with the Operator, the Line-wide Contractor, and the ETS Contractor;</li> <li>f) the disclosure of the redacted information would reveal the level of interface risk Macquarie was willing to price and accept in relation to interface of the Project Works with the works to be performed by the Operator, the Line-wide Contractor and ETS Contractor;</li> <li>g) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City &amp; Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with Macquarie in relation to the interface agreements to which Macquarie will be a counterparty;</li> <li>h) therefore the disclosure of this information would:</li> </ul>

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				<p>a. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City &amp; Southwest project; and</p> <p>b. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	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>