

# ***Government Information (Public Access) Act 2009***

## **Explanatory Table**

### **Sydney Metro – Western Sydney Airport: Independent Certification of SSTOM Works – Independent Certifier Deed**

#### **Contract Number: 00013-13062C**

Capitalised terms in this table have the meanings given to them in the deed titled "Sydney Metro – Western Sydney Airport: Independent Certification of SSTOM Works – Independent Certifier Deed" between Parklife Metro Pty Ltd in its personal capacity as trustee of the Parklife Metro Unit Trust (**OpCo**), Sydney Metro (**Principal**), Systra and Kellogg Brown & Root Pty Ltd (together, the **Independent Certifier**) 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
<b>GENERAL CONDITIONS</b>				
1.	Clause 1.1 – Definition of Conditions Precedent	The information redacted is the names of the law firms providing the legal opinions.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b) 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"> <li>a) the redacted information regulates the Conditions Precedent which have to be satisfied by the Independent Certifier;</li> <li>a) exposing the redacted information would reveal the law firms that the Independent Certifier engaged to provide legal opinions;</li> <li>a) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>b) the public interest has been served by revealing the fact that a legal opinion is required to be provided by the Independent Certifier. In light of the disclosure of this information there is an overriding public interest against the disclosure of the identity of the relevant law firms.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
2.	Clause 1.1 – Definition of Consequential Loss	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</li> <li>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
3.	Clause 1.1 – Definition of Criminal Conduct	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 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 of this information because:</p>

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			<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</p> <p>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</p> <p>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
4.	Clause 1.1 – Definition of Fraud	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) 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 sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</p> <p>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and</p>

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			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>accept in relation to its total aggregate liability; and</p> <p>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
5.	Clause 1.1 – Definition of Gross Negligence	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</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 the Independent Certifier's total aggregate liability;</p> <p>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</p> <p>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>

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			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
6.	Clause 1.1 – Definition of Liquidated Damages Loss	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</li> <li>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
7.	Clause 1.1 – Definition of Parent Company Guarantor	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraphs (a) and (e) of the definition of</i></p>	The Principal weighed the competing public interest considerations and determined that there was an

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			<p><i>"commercial-in-confidence provisions" section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) disclose the contractor's financing arrangements 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), 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>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information regulates the Parent Company Guarantee provided by the Independent Certifier to the Principal;</li> <li>b) exposing the redacted information would reveal the nature and scope of the Parent Company Guarantee that the Independent Certifier was willing to provide in relation to the project. It may also provide insight into the Independent Certifier's views on the likelihood of the Principal having a right against the Parent Company Guarantor;</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> <li>d) the public interest has been served by revealing the fact that a Parent Company Guarantee is required to be provided by the Independent Certifier. In light of the disclosure of this information there is an overriding public interest against the disclosure of the identity of the Independent Certifier's parent company guarantor.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>

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8.	Clause 1.1 – Definition of Wilful Misconduct	The information redacted is the entire definition.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</li> <li>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
9.	Clause 1.1 – Definition of Principal's Representative	The information redacted is the name of an individual person.	<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 specifies the name of an individual person.</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</p>



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				outweighed by the public interest against the disclosure as identified above.
10.	Clause 4.3 – Exclusivity	The information redacted is the entire clause.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information regulates the scope of the Independent Certifier's exclusivity obligations in respect of the independent certification of the SSTOM Works;</li> <li>b) revealing this information would place the parties at a substantial commercial disadvantage in respect of future projects of 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> <li>c) 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.</li> </ul> <p><b>Review: This information may be reviewed for disclosure as events, insurances and circumstances change.</b></p>

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11.	Clause 7 – Liability, Insurance and Indemnity	The information redacted is the entire clause, including each sub-clause.	<p><i>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and may provide insight into the contractor's cost structure and profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the insurance policies which the Independent Certifier must effect and maintain, and includes information on the scope and cover to be provided by the policies and sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</li> <li>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability and the apportionment and level of insurance risk the Independent Certifier was prepared to price and accept in relation to its insurance obligations and insurance risk. This may provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the Independent Certifier; and</li> <li>c) revealing the redacted information will therefore diminish the competitive commercial value of the information to the Independent Certifier, would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul>

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				<b>Review: This information would be reviewed for disclosure as events and circumstances change.</b>
12.	Clause 11.1(c)(i)(B)(aa)-(dd) – Notices	The information redacted is the names and contact details of individual persons.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
13.	Clause 11.2(a)(i) – Appointment of a Process Agent	The information redacted is the name of the Process Agent.	<p><i>Section 32(1)(d), item 4(b) and (d) of the table in section 14</i></p> <p>The disclosure of this information would reveal the name of the Independent Certifier's process agent.</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 concerns the name of the Independent Certifier's process agent; and</li> <li>b) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests</li> </ul> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>

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<b>Schedules</b>				
14.	Schedule 1 Clause 3.2(a)(ii) – Core Services under the Penrith City Council Interface Agreement	The information redacted is entire sub-paragraph.	<p><i>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and may provide insight into the contractor's cost structure and profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the insurance policies that the Independent Certifier is required to effect and maintain, and includes information on the scope and cover to be provided by the policy;</li> <li>b) exposing the redacted information could reveal the apportionment and level of insurance risk the Independent Certifier was prepared to price and accept in relation to its insurance obligations and insurance risk; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>

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15.	Schedule 1 Clause 5.2(f) – Core Services under the TfNSW (M12) Interface Agreement	The information redacted is part of the subclause and the dollar amounts.	<p><i>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and may provide insight into the contractor's cost structure and profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the insurance policy that the Independent Certifier is required to effect and maintain, and includes information on the scope and cover to be provided by the policy;</li> <li>b) exposing the redacted information could reveal the apportionment and level of insurance risk the Independent Certifier was prepared to price and accept in relation to its insurance obligations and insurance risk; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
16.	Schedule 2 – Payment Schedule	The information redacted is the entirety of the	<i>Section 32(1)(a) and paragraphs (b), (d) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that there was an

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		<p>schedule with the exception of the title.</p>	<p><i>"commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, would reveal intellectual property in which the contractor has an interest, and may provide insight into the contractor's cost structure and profit margins.</p> <p><i>Section 32(1)(d), items 1(f), 4(b), (c) and (d) 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, could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the amount payable to the Independent Certifier for the performance of the Services;</li> <li>b) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier and would also reveal the breakdown of the Fee and adjustments that may be made to the Fee. Revealing this information is expected to provide insight into the Independent Certifier's profit margins;</li> <li>c) exposing the redacted information is expected to place the Principal at a commercial disadvantage when negotiating payment schedules for future contracts of a similar nature, thereby prejudicing the business and commercial interests of relevant third parties and the State. This is reasonably expected to have flow on effects to future Independent Certifiers that may be expected to share the costs of independent certification works; and</li> <li>d) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
17.	Schedule 3 – Minimum resources commitment	The information redacted is the entirety of the	<i>Section 32(1)(a) and paragraphs (b), (d) and (e) of the definition of</i>	The Principal weighed the competing public interest considerations and determined that there was an

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		<p>schedule with the exception of the title.</p>	<p><i>"commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, would reveal intellectual property in which the contractor has an interest, and may provide insight into the contractor's cost structure and profit margins.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p><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>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out in detail the Independent Certifier's allocation of, and requisite degrees of skill, knowledge, experience and responsibilities for, its resources for the provision of Services. That allocation of resources was prepared by the Independent Certifier and forms part of the Independent Certifier's overall commercial strategy for the discharge of its obligations under the contract;</li> <li>b) the Independent Certifier has developed its team and the allocation of resources for the project so as to discharge its obligations under the contract effectively and disclosure of this information would result in the disclosure of the Independent Certifier's intellectual property;</li> <li>c) the redacted information contains information aimed at ensuring the effective certification and monitoring of the SSTOM Works. Significant investment by the Independent Certifier was made in the development and refinement of the allocation of resources as set out in this document. The mechanism developed therefore contains the Independent Certifier's intellectual property and provides visibility on the Independent Certifier's commercial strategy. The Independent Certifier may benefit from using its intellectual property in respect of future projects of a similar nature to obtain a commercial advantage;</li> </ul>

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			<p>There is an overriding public interest against disclosure.</p>	<p>d) as a result, exposing the redacted information is reasonably expected to prevent the Independent Certifier from using its competitive advantage, diminish the competitive commercial value of information to the Independent Certifier and prejudice the Independent Certifier's legitimate business, commercial or financial interests;</p> <p>e) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above; and</p> <p>f) disclosure would result in the inappropriate disclosure of individual's personal information.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
18.	Schedule 6 – Certification Methodology	The information redacted is the entirety of the Certification Methodology.	<p><i>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would reveal intellectual property in which the contractor has an interest.</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 in detail the Independent Certifier's Certification Methodology. That document was prepared by the Independent Certifier and forms part of the Independent Certifier's overall commercial strategy for the discharge of its obligations under the contract;</p> <p>b) the redacted information contains information aimed at ensuring the effective certification and monitoring of the SSTOM Works. Significant investment by the Independent Certifier was made in the development and refinement of the</p>



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			<p><i>Section 32(1)(d), items 4(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>arrangement set out in the redacted document. The mechanism developed therefore contains the Independent Certifier's intellectual property and provides visibility on the Independent Certifier's commercial strategy. The Independent Certifier may benefit from using its intellectual property in future projects of a similar nature to obtain a commercial advantage;</p> <p>c) as a result, exposing the redacted information is reasonably expected to prevent the Independent Certifier from using its competitive advantage, diminish the competitive commercial value of information to the Independent Certifier and prejudice the Independent Certifier's legitimate business, commercial or financial interests; and</p> <p>d) while there is a public interest in revealing the certification and monitoring plan, this consideration is outweighed by the concerns above. The public interest is served by revealing the obligation for the Independent Certifier to prepare a certification methodology.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
19.	Schedule 8 – Form of Independent Certifier Deed Poll – Penrith City Council Interface Agreement	The information redacted is the entire schedule with the exception of the title.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor</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 form of Independent Certifier Deed Poll for the Penrith City Council Interface Agreement;</p>

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			<p>at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would disclose the apportionment of risk between the parties in relation to the Penrith City Council Interface Agreement and the nature of risk the Independent Certifier was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest is served by revealing the requirement for the Independent Certifier to provide a deed poll in favour of Penrith City Council. In light of the extent of this disclosure, there is an overriding public interest against the disclosure of the specific terms and conditions of that deed poll.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
20.	Schedule 11 – Form of Independent Certifier Deed Poll – Sydney Roads Interface Agreement	The information redacted is the entire schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor</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 form of Independent Certifier Deed Poll for the Sydney Roads Interface Agreement;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would disclose the apportionment of risk between the parties in relation to the Penrith City Council Interface Agreement and the nature of risk the Independent Certifier was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest is served by revealing the requirement for the Independent Certifier to provide a deed poll in favour of TfNSW. In light of the extent of this disclosure, there is an overriding public interest against the disclosure of the specific terms and conditions of that deed poll.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
21.	Schedule 16 – Form of Independent Certifier Deed Poll – TfNSW (M12) Interface Agreement	The information redacted is the entire schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor</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 form of Independent Certifier Deed Poll for the TfNSW (M12) Interface Agreement;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would disclose the apportionment of risk between the parties in relation to the Penrith City Council Interface Agreement and the nature of risk the Independent Certifier was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest is served by revealing the requirement for the Independent Certifier to provide a deed poll in favour of TfNSW. In light of the extent of this disclosure, there is an overriding public interest against the disclosure of the specific terms and conditions of that deed poll.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
22.	Schedule 19 – Form of Independent Certifier Deed Poll – WaterNSW Interface Agreement	The information redacted is the entire schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor</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 form of Independent Certifier Deed Poll for the WaterNSW Interface Agreement;</p>

Item	Clause (and description)	general Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would disclose the apportionment of risk between the parties in relation to the Penrith City Council Interface Agreement and the nature of risk the Independent Certifier was willing to price and accept. This would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest is served by revealing the requirement for the Independent Certifier to provide a deed poll in favour of WaterNSW. In light of the extent of this disclosure, there is an overriding public interest against the disclosure of the specific terms and conditions of that deed poll.</p> <p><b>Review: This information would be reviewed for disclosure as events and circumstances change.</b></p>
23.	Agreement Execution Page	The information redacted is the execution block, which includes names and details of signatories and witnesses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>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 specifies an individual's name.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				by the public interest against the disclosure as identified above.
24.	Exhibit 1 – Indicative list of OpCo submissions	The information redacted is the entirety of Exhibit 1.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information may reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and OpCo in relation to design, and therefore the risk that OpCo was willing to price and accept;</li> <li>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;</li> <li>c) the Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above; and</li> <li>d) the public interest has been served by disclosing the existence of OpCo's obligation to submit the indicative design packages. In light of the extent of this disclosure, there is an overriding public interest against the disclosure of the specific design packages.</li> </ul>

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				<b>Review: This information would be reviewed for disclosure as events and circumstances change.</b>