

Government Information (Public Access) Act 2009

Explanatory Table

Design and Construction of Errant and Hostile Vehicle Mitigation Treatments for the Southwest Metro Project (SWM4)

Agreement Contract Number: SMC-22-0722 (Contract)

Capitalised terms in this table have the meanings given to them in the Contract between Sydney Metro and Martinus Rail Pty Ltd dated 22 December 2023, unless the context indicates otherwise. Martinus Rail Pty Ltd

In preparing this explanatory table, Sydney Metro 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
GENERAL CONDITIONS				
1.	Contents	The information redacted is the clause titles of clauses that have been redacted in their entirety in the contract.	<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 (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. <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) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain provisions under the contract, and therefore the level of risk that the Contractor was willing to price and accept to perform the activities under the contract; 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>
2.	General Conditions, Clause 5.5	The information redacted is the clause title and	<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 of this information because:</p>

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		the entire clause.	<p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors. <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 the allocation of risk between the parties in respect of particular circumstances;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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>
3.	General Conditions, Clause 6	The information redacted is the clause title and parts of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors</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 allocation of risk between the parties in respect of particular circumstances;</p>

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			<p>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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to particular events and therefore the level of risk that the Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	General Conditions, Clause 12.1	The information redacted is the clause title and the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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</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 the KPI and Performance Adjustment regime;</p> <p>b) exposing the redacted information would provide insight on the Contractor's cost structure by revealing the types of costs for which the Contractor would be compensated; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

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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>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>d) the public interest has been served by revealing the existence of a KPI regime. In light of this disclosure, there is an overriding public interest against the disclosure of the details of this regime.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	General Conditions, Clause 14.1(a), Insurances	The information redacted is parts of the clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information outlines certain insurance requirements;</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</p>

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				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	General Conditions, Clause 16, Limitation of Liability	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 limitations on the Contractor's liability under the contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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 that the Contractor's liability is limited. In light of this disclosure, there is an overriding public

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				<p>interest against the disclosure of the details of this regime.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Execution page	The information redacted is the names of individuals in 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 of individuals.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
SCHEDULES to the Early Contractor Involvement Deed				
8.	Schedule 1, Clause 1.1, Various Definitions	The information redacted is entire definitions which are referenced in redacted clauses or schedules.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out definitions that related to clauses that are redacted as described above;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to those clauses; and</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Schedule 2, Deed Particulars, Item 2, 10,11,12,14	The information redacted is the names and details of individuals.	<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 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>
10.	Schedule 2, Deed Particulars, Items 7, ECI Fee	The information redacted is dollar amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of the ECI Deed which the Contractor has agreed to enter into the ECI Deed for; and</p>

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			<p>competitors 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>b) exposing the redacted information would reveal the amount that the Contractor was willing to accept for entering into the ECI Deed. Exposing this information may provide insight into the Contractor'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>
11.	Schedule 2, Deed Particulars, Items 8,9, Public Liability insurance and Professional indemnity insurance	The information redacted is dollar amounts and levels of insurance cover.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information concerns the insurance policies that the Contractor is required to effect and maintain;</p> <p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the</p>

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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>level of insurance risk that the Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the Contractor to effect may be taken as an indication of the risk levels involved with the Contractor's obligations under the Contract. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements; and</p> <p>d) by 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>
12.	Schedule 2, Deed Particulars, Item 16, ECI milestones	The information redacted is program delivery milestones and dates.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out commercially sensitive information regarding ECI Milestones;</p> <p>b) exposing the redacted information would reveal the risk that the Contractor priced and accepted</p>

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			<p>competitors 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>in relation to acceptable dates for achieving ECI Milestones. Exposing this information may provide insight into the Contractor'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 the Contractor to achieve ECI Milestones by ECI Milestone Dates. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and Milestones.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Schedule 2, Deed Particulars, Item 17	The information redacted relates to a commercial regime	<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</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

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			<p>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 concerns the allocation of certain risks between the principal and the contractor; 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 may be reviewed for disclosure as events and circumstances change.</p>
14.	Schedule 6, Pricing for Final Proposal	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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 for the following reasons:</p> <p>a) the redacted information sets out the percentages for rates to form part of the Contract Price that the Contractor agrees to include as part of the Final Proposal;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor of default events, and therefore the level of risk that the Contractor was willing to price and accept in relation to those events.;</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</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 fact that the ECI Deed contains certain rates to which the Contractor has committed. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise rates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Schedule 7, Novation Deed, Clause 6 and 7	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and competitors 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 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 a risk allocation agreed between the parties;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>c) 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>
16.	Schedule 8, KPIs	The information redacted is in relation to the methodology underscoring the KPIs.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 KPIs and scoring methodology;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of those particular events. Exposing this information may provide insight into the Contractor's views on the likelihood of the risks arising;</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</p>

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			There is an overriding public interest against disclosure.	<p>information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that the ECI Deed contains certain a KPI regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of the details of the KPI regime.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Schedule 9, Resource Rates	The information redacted is an 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 Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 Contractor's rates;</p> <p>b) exposing the redacted information would reveal the Contractor's cost structure by disclosing its rates for personnel and other resources; 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</p>

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			There is an overriding public interest against disclosure.	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Schedule 11, Reliance Letter, Paragraph 10	The information redacted is an entire paragraph.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 a commercial regime in relation to the reliance by third parties on the Contractor's Reports; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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>

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Annexure A - MEDIUM WORKS CONTRACT - PAGE 130				
19.	Drafting notes at start of Contract and at clause 2.9 and Schedules 34 and 35	The information redacted is the drafting note prior to the General Conditions.	<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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns certain matters that remain to be finalised between the Principal and the Contractor; and b) revealing the information would prejudice any person's legitimate business, commercial, professional or financial interests in relation to matters that remain to be negotiated in finalising a Medium Works Contract. <p>Review: This information may be reviewed for disclosure as events and circumstances change.</p>
20.	General Conditions, Clause 2.7(b)(i), (c)(i)-(iii), Unconditional Undertakings and Parent Company Guarantees	The information redacted is percentages and entire sub-paragraphs.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out the percentage that the Contractor must provide to the Principal as an unconditional undertaking, as well as the number of unconditional undertakings and the timing for their release; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor of default events, and therefore the level of risk that the Contractor was

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>willing to price and accept in relation to those events. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of default events arising;</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 fact that multiple unconditional undertakings are required from the Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertakings.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	General Conditions, Clause 3.5(a), Latent Conditions	The information redacted is an entire subclause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors</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 commercial regime for the discovery of latent conditions;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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>
22.	General Conditions, Clause 3.16	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out a commercial regime between the parties;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>may provide insight into the Contractor's views on the likelihood of that key risk 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>
23.	<p>General Conditions, Clause 10.15(b)(ii) and 10.15(c)(v), Acceleration directed by the Principal's Representative</p>	<p>The information redacted is part of the clause</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 the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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> <p>a) the redacted information sets a commercial regime in respect of acceleration;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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</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>	<p>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>
24.	<p>General Conditions, Clause 13.7(b)(iv) and 13.7(e), Liquidated Damages for Delay in Reaching Completion.</p>	<p>The information redacted is an entire subclause and a clause reference.</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 the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information is a commercial regime in respect of liquidated damages; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	General Conditions, Clause 14, Care of the Works, Risks and Insurance	The information is parts of the subclauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns the insurance policies that the Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies; b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Contractor was willing to price and accept; c) the scope of the insurance that the Principal requires the Contractor to effect may be taken as an indication of the risk levels involved with the Contractor's obligations under the Contract. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements; and d) by 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>
26.	General Conditions, Clause 17.12, Right of Set-Off	The information redacted is a subclause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 the Principal's payment entitlements; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Principal and Contractor's views on the likelihood of that key risk 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	General Conditions, Clause 17.19 - 17.21	The information redacted is three entire clauses	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 a commercial regime in the Contract; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
28.	General Conditions, Clause 17.22(b)(ii), (c), (d), (e), Proportionate Liability	The information redacted is parts of and entire subclauses within the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 commercial regime regarding proportionate liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to its liability under the Contract. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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>
29.	Schedule 1, Clause 2.2(b), Amount for approval of Subcontracts	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor at a substantial commercial disadvantage in relation to potential competitors 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>a) the redacted information sets out a monetary threshold above which the Contractor is required to obtain the Principal's prior approval;</p> <p>b) exposing the redacted information may reveal the risk that the Contractor was willing to price and accept in relation to its engagement of subcontractors and may also provide insight into the Contractor's underlying cost structure; 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>
30.	Schedule 1, Clause 2.2(b), Parts of Works requiring approval for particular Subcontractor	The information redacted is types of Works.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's Works being carried out and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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 of this information because:</p> <p>a) the redacted information sets out the types of Works in respect of which the Contractor must obtain the Principal's prior approval to subcontract;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information may reveal the risk that the Contractor was willing to accept in relation to its engagement of subcontractors and may also provide insight into the Contractor's underlying cost structure; 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>
31.	Schedule 1, Clause 2.2(c), Subcontractors required to effect professional indemnity insurance	The information redacted is types of subcontractors.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's Works being carried out and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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</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 types of subcontractors which the Contractor must procure obtain professional indemnity insurance;</p> <p>b) exposing the redacted information may reveal the risk that the Contractor was willing to accept in relation to its engagement of subcontractors and may also provide insight into the Contractor's underlying cost structure; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>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>
32.	Schedule 1, Clause 2.2(c), Minimum amount of professional indemnity insurance required	The information redacted is insurance limits.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information concerns the insurance policies that the Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies;</p> <p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the Contractor to effect may be taken as an indication of the risk levels involved with the Contractor's obligations under the Contract. This</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.	<p>may have signalling effects to the market and provide insight into the Contractor's financial arrangements; and</p> <p>d) by 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>
33.	Schedule 1, Clause 2.2(e)(i), Subcontract prices for which security of payment provisions are required	The information redacted is a specified subcontract price.	<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 price for which security of payment provisions are required and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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> <p>a) the redacted information sets out the threshold for subcontract prices for which the Contractor must include security of payment provisions;</p> <p>b) exposing the redacted information may reveal risk that the Contractor was willing to accept in relation to its engagement of subcontractors and may also provide insight into the Contractor's underlying cost structure; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</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>	<p>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 1, Clause 2.2(e)(iv)(A), Subcontractors required to execute deed in form of Schedule 14	The information redacted is a specified subcontract price.	<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 threshold for which Subcontractors are required to execute a Schedule 14 deed and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 threshold for which the Contractor must procure that subcontractors execute the Schedule 14 deed; b) exposing the redacted information may also reveal risk that the Contractor was willing to accept in relation to its engagement of subcontractors and may also provide insight into the Contractor'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

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.	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Schedule 1, Clause 10.7(a), Causes of delay entitling Contractor to extension of time	The information redacted are types of delay events.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets the events for which the Contractor is entitled to an extension of time; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal'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
36.	Schedule 1, Clause 10.7(a), Maximum daily amount of delay damages	The information redacted are types of delay events.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out certain events for which delay costs are capped; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Schedule 1, Clause 13.7(e), Limit of liability for liquidated	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	damages for delay		<p>would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>a) the redacted information sets out limitations on the Contractor's liability in connection with particular events;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the Contractor's views on the likelihood of that key risk 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Schedule 1, Clause 14.6(a), 14.6(f)(iii), Amount of Contractor's insurance	The information redacted is insurance limits.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information concerns the insurance policies that the Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitors 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>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the Contractor to effect may be taken as an indication of the risk levels involved with the Contractor's obligations under the Contract. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements; and</p> <p>d) by 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>
39.	Schedule 1, Clause 15.10(a)(v), Amount for	The information redacted are specified amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure or profit margins and</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	termination for convenience		<p>would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>a) the redacted information sets out amounts relevant to calculating the amount payable by the Principal for termination for convenience;</p> <p>b) the disclosure of the redacted information would provide insight on the amount that the Contractor was willing to accept if the Principal exercised its rights under clause 15.9.;</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 existence of an entitlement of the Contractor to a percentage of the specified amounts in clause 15.10(v). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Schedule 4, Action in Complying with Planning Approval and	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Third Party Agreements		<p>The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>a) the redacted information sets out the obligations of the Contractor in connection with particular approvals and agreements;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to those approvals and agreements; 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Schedule 6, preamble, clause 1(a)(i), 1(b)(iv), (c), (d) and (e), Consultant Deed of Covenant, preamble,	The information redacted is a drafting note and subclauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure in relation to its subcontractors and would place the Contractor at a substantial commercial disadvantage in relation to subcontractors and competitors 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 of this information because:</p> <p>a) the redacted information sets out warranties, obligations and limitations on the subcontractors to the Principal in connection with particular events;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>and its subcontractors in relation to the occurrence of that particular event; 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>
42.	Schedule 16, clause 3, Form of Contractor Deed Poll	The information redacted is specified amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the contractor's accepted delay rates.</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 for the following reasons:</p> <p>a) the redacted information sets out amounts relevant to the delay rates for Track Possession;</p> <p>b) exposing the redacted information would reveal the amounts that the Contractor was willing to accept for the risks for delayed Track Possession. Exposing this information may provide insight into the Contractor's profit; 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</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>	<p>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>
43.	Schedule 17, definition of Specified Rate, Deed of Guarantee and Indemnity	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's Guarantor's cost structure and would place the Contractor's Guarantor at a substantial commercial disadvantage in relation to potential competitors 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information sets out a percentage relevant to the Specified Rate; b) exposing the redacted information would reveal the percentage that the Contractor's Guarantor was willing to accept for the risks under the Deed of Guarantee and Indemnity; 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
44.	Schedule 17, clause 5.10, Deed of Guarantee and Indemnity	The information redacted is an entire subclause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's Guarantor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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>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 a commercial regime with the Contractor's Guarantor; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor's Guarantor; 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>
45.	Exhibit A, Works Brief	The information redacted is a list of documents and documents forming part of the Works Brief.	<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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns the Principal's scope of works and technical criteria, and

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.	<p>technical information regarding service requirements; 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 may be reviewed for disclosure as events and circumstances change.</p>
46.	Exhibit E, List of Warranties required from Subcontractors	The information redacted is the entire Exhibit.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Contractor's cost structure and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors 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> <p>a) the redacted information sets out a list of types of Works which the Contractor is required to obtain a subcontractor warranty for and the period of time;</p> <p>b) exposing the redacted information may reveal the risk that the Contractor was willing to price and accept in relation to its engagement of subcontractors; 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</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>	<p>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>
Schedules to the Early Contractor Involvement Deed (continued)				
47.	Annexure B	The entire annexure is redacted.	<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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns a commercial regime that is redacted; 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 may 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
48.	Annexure C	The entire annexure is redacted.	<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 for the following reasons:</p> <ul style="list-style-type: none"> a) the redacted information concerns the details relating to a commercial regime that is redacted; 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 may be reviewed for disclosure as events and circumstances change.</p>
49.	Execution certificate	The entire execution certificate is redacted.	<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 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>