

## Government Information (Public Access) Act 2009

### Explanatory Table - Project Delivery Agreement

#### North West Rail Link: Operations, Trains and Systems Project Deed

**The Exhibits to the Operations, Trains and Systems Project Deed (contract) contain over 60GB of material. Due to technical files size limitations the Exhibits to the Operations, Trains and Systems Project Deed could not be made available on TfNSW's contracts register. TfNSW has determined to make that information available by inspection at its offices. Please contact Sam Field on 02 8265 6280 or at [sam.field@transport.nsw.gov.au](mailto:sam.field@transport.nsw.gov.au) to arrange a time to inspect.**

Capitalised terms in this table have the meaning given to them in the contract unless the context indicates otherwise.

In applying the public interest test below TfNSW has, in addition to identifying unique public interest considerations for disclosure where relevant throughout the Explanatory Table, identified the major relevant public interest considerations for disclosure using the following table as a key:

Identifier	Public interest considerations for disclosure
(a)	Promoting open discussion of public affairs, contributing to positive and informed debate on issues of public importance or otherwise encouraging public participation
(b)	Creating public awareness and understanding on issues of public importance
(c)	Enhancing government transparency and accountability
(d)	Informing the public about the operations of the agency
(e)	Ensuring effective oversight of the expenditure of public funds and the best use of public resources
(f)	Ensuring fair commercial competition within the economy

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1.	Clause 1.1 - paragraph (a) of the definition of Equity Document	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is words comprising part of the paragraph.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 6.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 - paragraphs (b) and (c) of the definition of Equity Document	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 arrangements made in relation</p>

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		<p>combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>to the project to structure equity in a tax effective manner. Revealing the redacted material would disclose the various structures and contributions made by NRT Equity subscribers, which underpins NRT's financing arrangements;</p> <p>(b) the masked information incorporates references to a novel arrangement aimed at ensuring the overall tax effectiveness of the project and thereby resulting in a lower overall cost. Significant investment was made in the development and refinement of this arrangement. The mechanism therefore contains the contractor's intellectual property and provides visibility on the contractor's bidding strategy. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage;</p> <p>(c) as a result, exposing the redacted information is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of information relating to tax structuring to the contractor and prejudice the contractor's legitimate business, commercial or financial interests;</p> <p>(d) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above; and</p> <p>(e) of the reasons set out in Item 6.</p> <p><b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 1.1 - paragraphs (b) and (c) of the definition of Equity Interest	Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and</p>

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		<p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 6.</p> <p><b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 1.1 - paragraph (b) of the definition of Equity Investor	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 6.</p> <p><b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.</p>

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		<p>substantial commercial disadvantage in relation to other contractors or potential contractors.</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>	
5.	Clause 1.1 - definition of Final Completion Payment	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is a dollar figure.</p> <p>TfNSW considered identifiers (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 material contains a masked figure which reveals the amount the contractor will receive for closing out all defects;</p> <p>(b) The contractor is still in negotiations with subcontractors, including subcontractors that will be responsible for closing out defects. Revealing the payment to the contractor upon closing out defects is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position when arranging the work required to rectify the final defect. Revealing this information will therefore diminish</p>

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			<p>the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the final payment to be made to the contractor for closing out defects, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure when Final Completion has occurred.</p>
6.	Clause 1.1 - the two definitions immediately after the definition of Interim Inspection Auditor	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is words comprising the entirety of the definitions and the defined term.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 material relates to unique arrangements adopted by the contractor which respect to raising equity. The various structures and contributions made by NRT Equity subscribers contained within the redacted material underpin NRT's financing arrangements;</p> <p>(b) the type of financial arrangement contained within the redacted information constitutes a novel arrangement with respect to equity. Significant investment was made in the development and refinement of this arrangement. The masked information therefore contains the contractor's intellectual property. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage. Releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests;</p>

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			<p>(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above; and</p> <p>(d) the words used to describe the arrangement are descriptive of the nature of the contractor's financial arrangements. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 3.3(d)(ii)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is a percentage figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information contains a percentage figure which sets out the maximum percentage profit margin available to the contractor in relation to the Adjusted Indexed Availability Fee and Indexed Lifecycle Component proposed by OpCo in the Extension Proposal. The redacted information therefore provides full visibility on the contractors profit margins for that proposal;</p> <p>(b) the contractor may wish to contract with third parties, subcontractors or suppliers in relation to the Extension Proposal in a manner where amounts paid to those parties are determined by a profit margin. Revealing the contractor's profit margin under the contract is expected to disadvantage the contractor in those negotiations, reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence and nature of the mechanism for determining relevant fees with</p>

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			<p>respect to the Extension Proposal. In light of the disclosure of the this information there is an overriding public interest against the disclosure of the precise figure involved.</p> <p><b>Review:</b> This information may be reviewed for disclosure once negotiations with relevant third parties have concluded.</p>
8.	Clause 9.11(c) (figures)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's profit margins.</p> <p>The disclosure of this information could also 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 information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information contains rates charged in relation to the contract. Revealing rates charged is reasonably expected to provide lucidity on the contractor's profit margins and cost structure;</p> <p>(b) revealing the redacted information would reveal how the relevant party prices work of that nature. If that information were disclosed to competitors or prospective clients those parties may obtain an unfair advantage and prospective clients may demand comparable rates. Disclosing the redacted information is therefore reasonably expected to prejudice the business, commercial and financial interests of the relevant party and diminish the commercial value of that information; and</p> <p>(c) the public interest has been served by revealing the existence, nature of and method of calculation used to determine payment to the contractor for carrying out safety or site inductions and providing personnel to accompany Other Contractors. In light of the disclosure of the mechanism concerning this regime there is an overriding public interest against the disclosure of the precise dollar rate involved.</p>



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			<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Clause 12.7(c) (figure)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information redacted is a dollar figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted material sets out the monetary threshold of additional costs. The redacted material therefore sets out the allocation of the risk between TfNSW and the contractor in relation to the likelihood and costs associated with Artefacts found on or under the surface of the NWRL Site;</li> <li>(b) exposing the redacted material would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept;</li> <li>(c) revealing the contractor's appetite for risk (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in projects of a similar nature as it is expected to have adverse impact on the contractor's ability to negotiate with subcontractors and third parties. This is also expected to prejudice the contractor's legitimate business, commercial or financial interests;</li> <li>(d) the public interest has been served by revealing the existence of risk apportionment. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar threshold involved.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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10.	Clauses 13.12(b)(i)(B) and 13.12(b)(ii)(B)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information redacted is words and numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (d) (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out time limits on warranties and representations that the contractor has made with respect to the design life of the Assets;</li> <li>(b) of the reasons identified in paragraphs (b) to (d) in Item 9;</li> <li>(c) the length of time that claims may be made with respect to design life were a key part of the proposal for the contractor to perform the contract. Those time periods provide lucidity on the contractor's capabilities and that information is expected to be used by the contractor in the future. Further, the redacted material might prejudice the contractor in future negotiations on similar projects. Revealing that information is therefore expected to reduce the competitive commercial value of that information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</li> <li>(d) the public interest has been served by revealing the existence of risk apportionment in relation to the design life of the Assets. In light of this disclosure there is an overriding public interest against the disclosure of the precise apportionment involved.</li> </ul> <p><b>Review:</b> This information may be reviewed for disclosure as events and circumstances change.</p>
11.	Clauses 13.12(g)(i) and 13.12(g)(ii)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p>	<p>The information redacted is words and numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (d) (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p>

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		<p>Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>TfNSW 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 obligations between the parties with respect to Design Life; and</p> <p>(b) of the reasons identified in paragraphs (b) to (d) in Item 10.</p> <p><b>Review:</b> This information may be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 21.7(e)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial</p>	<p>The information redacted is a dollar figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the dollar amount that TfNSW may withhold from the Service Payment each month if the contractor fails to remedy the Asset Management Failure within</p>

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		<p>commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 Remediation Period. The redacted information therefore reveals the apportionment of risks and the contractor's pricing with respect to compliance with the Maintenance Works Program; and</p> <p>(b) of the reasons identified in paragraphs (b) to (d) in Item 9.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clauses 22.1(a)(i) and 22.1(a)(ii)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the dollar value of a bond (or an extension bond) that the contractor must provide to TfNSW to secure its obligations under the contract. The redacted information therefore reveals the likely scope of risks apportioned between the contractor and TfNSW and the pricing by the contractor in relation to those risks; and</p> <p>(b) of the reasons identified in paragraphs (b) to (d) in Item 9.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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14.	Clause 22.1(b)	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and reveal the contractor's financial arrangements.</p> <p>The disclosure of this information could also 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 information redacted is a dollar figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 limit on amounts TfNSW may withhold each month from the Service Payment in the event that relevant bonds are not provided by the contractor. The redacted information therefore reveals the likely scope of risks and the apportionment of those risks between the contractor and TfNSW together with TfNSW's perception of the likelihood and extent of those risks;</p> <p>(b) of the reasons identified in paragraphs (b) to (d) in Item 9; and</p> <p>(c) revealing the negotiated permissible deduction to the Service Payment may provide insight into minimum cash flows required by the contractor and thereby (in conjunction with the disclosure of other information) provide lucidity in relation to the contractor's financial arrangements.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Clauses 22.1A(a)(i)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial</p>	<p>The information redacted is a percentage figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) under the contract, the contractor is entitled to replace the original</p>

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		<p>commercial disadvantage in relation to potential contractors.</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>Handback Security Bond if there is a debt owing to TfNSW resulting from failures to rectify works and other obligations after an independent inspection and assessment of the project which is less than the amount of the Handback Security Bond. The masked information contains a percentage figure which sets out the amount of the replacement Handback Security Bond;</p> <p>(b) exposing the redacted material would provide insight into the apportionment of risks assumed by the contractor in relation to rectification of the works and other obligations with respect to the project and therefore the level of risk that the contractor was prepared to price and accept in relation to any future rectification requirements. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</p> <p>(c) revealing the contractor's appetite for risk, risk pricing and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage in relation to rectifying defects. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the contractor's obligations to rectify risks, the time it has to rectify before costs to rectify become a liability to TfNSW and the use of replacement bonds to secure those payments. Given the extent of those disclosures there is an overriding public interest against the disclosure of the precise percentage involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clause 29.19(b)	Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence	The information redacted is a dollar figure.

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		<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provides visibility on the contractor's cost structure.</p> <p>The disclosure of this information could also 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>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) under the contract TfNSW can request that the contractor provides an estimate of the third party costs the contractor will incur in preparing a Modification Impact Proposal. The redacted information sets out the contractor's estimate for those likely costs;</p> <p>(b) revealing the amount the contractor expects to pay for third party costs when preparing the Modification Impact Proposal would place the contractor at a substantial commercial disadvantage when negotiating the preparation of that proposal with third parties. This is expected to prejudice the contractor's legitimate business, commercial or financial interests and diminish the value of that information to the contractor; and</p> <p>(c) the public interest has been served by revealing that the contractor has provided an estimate of the likely third party costs to be incurred. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar threshold involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clauses 35.3 and 35A.3	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p>	<p>The information redacted is percentage figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of</p>

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		<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>this information because:</p> <ul style="list-style-type: none"> <li>(a) the masked information is percentage figures which set out the apportionment of positive Net Financial Impact between the contractor and TfNSW arising from a Change in Law or Change in NSW Government Policy;</li> <li>(b) revealing the apportionment of windfalls that result from a change in laws or policy would provide insight into the contractor's and TfNSW's views on the likelihood, and impact of, such an event and how risks associated with changes to the legal and political environment are priced and approached by the contractor;</li> <li>(c) the contractor may enter into contracts with third parties which require negotiation on the apportionment of legal and political risks. Providing visibility on the amount the contractor will receive for advantageous changes in the law or policy is expected to prompt third parties to require comparable terms. Further, the contractor's future clients may also require comparable terms. This is expected to place the contractor under a substantial commercial disadvantage and diminish the commercial value of that information to the contractor. This is also expected to prejudice the contractor's legitimate business, commercial or financial interests; and</li> <li>(d) the public interest has been served by revealing the existence of a regime whereby TfNSW has reserved its right to an apportionment of windfalls relating to advantageous changes to the project arising from the legal and political arena. Given the adverse factors described above there is an overriding public interest against the disclosure of the precise percentages involved.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



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18.	Clauses 37.4A(c) and 37.4A(d)(i)	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the masked information sets out the per incident and cumulative maximum liability of the contractor in circumstances where TfNSW incurs loss as a result of certain delays, failures to stop or cancellations of train services set out in clause 16(a) of Schedule 3 of the contract;</li> <li>(b) exposing the redacted material would reveal the apportionment of risks assumed by the contractor in relation to delays, failures to stop or cancellations and therefore the level of risk that the contractor was prepared to price and accept in relation to those events. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising;</li> <li>(c) revealing the contractor's appetite for risk would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is also expected to prejudice the contractor's legitimate business, commercial or financial interests; and</li> <li>(d) the public interest has been served by revealing the existence of risk apportionment and the mechanisms for payment, including a per incident payment which is subject to a total payment ceiling. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts involved.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clauses 40.1(c), 40.1(d)	Section 32(1)(a) and definition (d) and	The information redacted is percentage figures, time periods and numbers

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	and 40.1(e)	<p>(e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>of events.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 thresholds for unacceptable availability and timeliness of Train Services and quality as measured by service failure points that, after the Date of Completion, will constitute a default event or a termination event;</p> <p>(b) with contracts of this nature it is common for a contractor to be inclined to only nominate thresholds as default or termination events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and TfNSW;</p> <p>(e) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage in relation to Train Services and quality. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests;</p> <p>(f) the masked information incorporates references to a novel arrangement aimed at ensuring the overall effectiveness of the delivery of Train Services. Significant investment was made in the development and refinement of the requirements. The information therefore contains the contractor's intellectual property which provides visibility on the contractor's overall technological capabilities and bidding strategy. The contractor may benefit from</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>using their intellectual property in future bids to obtain a commercial advantage; and</p> <p>(g) the public interest has been served by revealing the existence of the availability, timeliness and quality requirements for Train Services and the consequences faced by the contractor if those requirements are not met. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise figures and periods involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clauses 42.1(a), 42.1(b) and 42.1(c)	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property.</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 information redacted is percentage figures, time periods and numbers of events.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 19.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clause 52.1 A	Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions"	The information redacted is a percentage figure.

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		<p>(clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the masked information sets out a percentage limit on votes required under the Shareholders Agreement in order to proceed with the Augmentation;</li> <li>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to place similar restrictions on shareholder agreements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</li> <li>(c) the public interest has been served by revealing the existence of a restriction on the amendment of the Shareholder Agreement. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figure involved.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 53.1(c)	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 6.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>	
23.	<p>Schedule 2 - Definitions of "Base Maximum Customer Satisfaction Payment (BMPy)", "Base Maximum Deduction for Service Quality and Asset Functionality (BMDy)" and "Base Maximum Energy Consumption Incentive Payment (BMECIPy)"</p>	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure and profit margins.</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</p>	<p>The information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the base maximum payments with respect to customer satisfaction together with maximum base amounts for deductions based on service quality and asset functionality and other payments;</p> <p>(b) the redacted information reveals base amounts and deductions from payments to be made to the contractor and therefore provide insight into the contractor's financing structure. As a result, the redacted information provides lucidity on the contractor's risk appetite and the core commercial payment-risk structure ultimately absorbed by the contractor. The disclosure of the information in Schedule 2 would provide visibility on the amount and apportionment of financial and other risks assumed by the contractor. As a consequence this would reveal components of</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		against disclosure.	<p>the contractor's cost structure and profit margins;</p> <p>(c) revealing the masked information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the base amounts and the mechanism for determining payment to the contractor. Given the extent of those disclosures there is an overriding public interest against the disclosure of the precise amounts involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Schedule 2 - Definitions of "Base Number of Train Services", "Base Operating Hours" and "Base Service Kilometres"	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractor's cost structure and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract,</p>	<p>The information redacted is numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the base number of train services, operating hours and service kilometres which in turn have flow on effects in determining the calculation of service level adjustment amounts which are to be paid in circumstances where TfNSW directs a Service Change;</p> <p>(b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with modifying the service. This would expose aspects of the contractor's cost structure and profit margin;</p>

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		<p>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 contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature. Revealing price adjustments in response to changed service levels is also expected to prejudice the contractor in negotiations with any third parties in relation to the provision of those additional services. This will diminish the value of that information to the contractor and is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of a regime for instituting adjustments where TfNSW directs a Service Change. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Schedule 2 - Definition of Bedding In Factor	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could</p>	<p>The information redacted is percentages and numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Bedding In Factor is a factor which is used to calculate Availability Deductions. The Availability Deductions in turn provide lucidity on the risks that the contractor was willing to price and assume in relation to the availability of services and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Bedding In Factor;</p> <p>(b) of the reasons set out in paragraphs (b) and (c) of Item 24; and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>also 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) the public interest has been served by revealing the existence and method for calculating the Availability Deductions together with setting out the regime available for the contractor to obtain relief from those deductions. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved in the Bedding In Factor.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Schedule 2 - Definition of Train Services Deduction	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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</p>	<p>The information redacted is a dollar figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information is a dollar figure which sets out the Availability Deduction per Missed Train Service for an Operating Month;</p> <p>(b) of the reasons set out in paragraphs (b) and (c) of Item 24;</p> <p>(c) the public interest has been served by revealing the existence of the Train Service Deduction, together with the formula to calculate the Availability Deduction for Missed Trains. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		against disclosure.	
27.	Schedule 2 - Annexure A - Clauses 2.1, 2.2, and 3	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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 information redacted is numbers including numbers in tables.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information includes figures relating to platform weighting, service period durations, total number of services in each direction, maximum headways and other figures ultimately directed towards determining the optimal timetabling of services. The redacted information also includes the number of train services required as the maximum headway is adjusted;</p> <p>(b) of the reasons set out in paragraphs (b) and (c) of Item 24;</p> <p>(c) the redacted material sets out a unique arrangement aimed at ensuring the shortest headways for each number of train services. Significant investment was made in the development and refinement of this arrangement. The mechanism therefore contains the contractor's intellectual property and this also provides visibility on the contractor's bidding strategy. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage; and</p> <p>(d) the public interest has been served by revealing that the contractor has committed to the number of trains required as maximum headways are altered. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
28.	Schedule 2 - Annexure A - Clause 5	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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 information redacted is numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 27.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Schedule 3 Clause 6.1A	<p>Section 32(1)(a) and definition (b), (c) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the</p>	<p>The information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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		<p>combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractor's cost structure and base case financial model.</p> <p>The disclosure of this information could also 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 sum included within the Base Case Financial Model for the provision by the contractor of certain subsurface drainage works and the relocation of existing services within the ECRL;</p> <p>(b) the masked information therefore sets out the costs allocated by the contractor for the above works and provides insight into the contractor's profit margins;</p> <p>(c) the dollar amounts that have been redacted are the product of the contractor's efforts at determining provisional sums for works that it was required to price. Those amounts have been factored into the contractor's base case financial model. Revealing the masked information, together with other information which has been redacted in the contract, are expected to provide lucidity on the contractor's base case financial model;</p> <p>(d) revealing the provisional sum allocated by the contractor for subsurface drainage and ECRL works would be expected to prejudice the contractor in negotiations with third parties in relation to those works. Revealing the redacted information is therefore expected to prejudice the contractor's legitimate business, commercial or financial interests and prejudice the value of that information to the contractor; and</p> <p>(e) the public interest has been served by revealing that the contractor and TfNSW have acknowledged that a provisional sum has been included in the Base Case Financial Model for subsurface drainage works and relocating existing ECRL services. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount allocated.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
30.	Schedule 3 - Clause 16(a)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractor's cost structure.</p> <p>The disclosure of this information could also 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 information redacted is a dollar figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 sum that will be incurred by the contractor where there are certain late services, cancellations or failures to stop. The masked information therefore sets out the costs allocated by the contractor for those events and provides insight into the contractor's cost structure;</p> <p>(b) exposing the redacted material would provide insight into the apportionment of risks assumed by the contractor in relation to late services, cancellations or failures to stop and therefore the level of risk that the contractor was prepared to price and accept in relation to those events. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of certain risks arising. Revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature or in negotiations with third parties. This is also expected to prejudice the contractor's legitimate business, commercial or financial interests and diminish the value of that information to the contractor; and</p> <p>(c) the public interest has been served by revealing that the contractor is subject to a penalty in the event of certain late services, cancellations or failures to stop. In light of this, there is an overriding public interest against the disclosure of the precise dollar amount to be paid.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			circumstances change.
31.	Schedule 3 - Attachment 1	<p>Section 32(1)(a) and definition and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 amounts the contractor must pay if there are certain delays in handing back track.</p> <p>(b) the dollar amounts redacted reflect the contractor's view on the likelihood of track hand back being delayed together with the contractor's pricing for that event. Revealing the masked information would be expected to prejudice the contractor in negotiations with third parties, particularly in relation to track work. Revealing the redacted information is therefore expected to prejudice the contractor's legitimate business, commercial or financial interests and diminish the value of that information to the contractor; and</p> <p>(c) the public interest has been served by revealing the existence of a regime whereby the contractor is required to pay where there are certain delays in handing back track and that the relevant regime is determined according to the length of time between scheduled hand back and actual Track Possession. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Schedule 7	Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence	The masked information is the names of the core contractor employees.

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 3(a) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose intellectual property in which the contractor has an interest and place the contractor at a substantial disadvantage.</p> <p>The disclosure of this information would reveal an individual's personal information.</p>	<p>TfNSW considered identifiers (c) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW has 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 contractor has developed its team for the project so as to discharge its obligations under the contract effectively and disclosure of this information would result in the disclosure of the contractor's intellectual property; and</p> <p>(b) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Schedule 9 - Definition of "Commercial Opportunities Revenue"	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial</p>	<p>The information redacted is words comprising the definition.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the definition for "Commercial Opportunities Revenue". That definition is used in clause 6.3 of Schedule 9 to determine the sharing of revenue from Commercial Opportunities between TfNSW and the contractor;</p> <p>(b) revealing the redacted information would provide insight into the commercial revenue risk appetite of the contractor's investor and reveal the revenue to be received by the contractor from Commercial Opportunities, including the classification of receipts</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>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>that have been included within the revenue sharing regime. Revealing this information is expected to provide insight into the contractor's profit margins from Commercial Opportunities;</p> <p>(c) the contractor is expected to negotiation with third parties in relation to the Commercial Opportunities. Revealing the nature of revenues included within the definition of Commercial Opportunities Revenue or other aspects of the revenue sharing regime is expected to adversely impact upon the contractor during those negotiations together with future negotiations with respect to projects of a similar nature. Revealing the masked information is therefore expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the revenue sharing regime, the potential methods of payment of that revenue to TfNSW and a regime for agreeing the manner and timing of payments. In light of the disclosure of the this information there is an overriding public interest against the disclosure of the method for calculating revenue sharing.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Schedule 9 - Clause 6.3(a)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The information redacted is words and numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the mechanism for determining the annual amount that TfNSW will be entitled to be paid as part of the revenue sharing from Commercial Opportunities; and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<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) of the reasons set out in paragraphs (b) to (d) of Item 33.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Schedule 27 - Clauses 2 and 3	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and reveal aspects of the contractor's cost structure.</p> <p>The disclosure of this information could also 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 information redacted is the information in the tables, including the headings to those tables.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 material sets out rates applicable to operations and maintenance activities during the Operations Phase that are not within the scope of Exhibit 1. Those rates are set out according to Labour Rate Category. The redacted material therefore sets out the allocation of the risk between TfNSW and the contractor in relation to the likelihood and costs associated with the Operations Phase;</p> <p>(b) exposing the redacted material would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept. This information would also reveal the contractor's cost structure;</p> <p>(c) revealing the contractor's appetite for risk (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in projects of a similar nature as it is expected to have an adverse</p>



Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>impact on the contractor's ability to negotiate with subcontractors and third parties particularly in circumstances where the contractor is required to negotiate the rate for a person within a Labour Rate Category set out in Schedule 27. This is also expected to diminish the value of that information to the contractor and prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the schedule of rates for the Operations Phase. In light of this disclosure there is an overriding public interest against the disclosure of the precise rates and categories of labour involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Schedule 29 - Clauses 3.5(b) - (e)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is predominantly words and includes tables and figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out a regime for determining the contractor's entitlement to amounts on account of profit or offsite overheads in respect of any incremental costs incurred as a result of a Net Financial Impact Event (as defined in Schedule 29);</p> <p>(b) the redacted information reveals the profit margin together with the method used by the contractor to structure costs. Revealing this information is reasonably expected to prejudice the contractor in future contracts of a similar nature. Accordingly, revealing the masked information is expected to diminish the value of the information to the contractor and prejudice its business,</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		There is an overriding public interest against disclosure.	<p>commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence and nature of the mechanism for determining the contractor's entitlement to amounts on account of profit or offsite overheads. In light of the disclosure of the this information there is an overriding public interest against the disclosure of the precise mechanism used to determine those amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Schedule 29 - Attachment 1	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is the entirety of the attachment with the exception of the words "Attachment 1".</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 36.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Schedule 30 - Election	Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence	The information redacted is dates.

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Dates	<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) under the contract, TfNSW may at any time prior to the relevant Election Date, in its absolute discretion and without being under any obligation to do so, direct the contractor to implement any Pre-Agreed Option;</p> <p>(b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to evaluation of the contractor's offer at the bid stage. Revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements; and</p> <p>(d) the public interest has been served by revealing the description, effective date and nature of adjustments in the event that TfNSW exercises a pre-agreed option. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Schedule 30 - Pre-Agreed Option 5 - Adjustment to Schedule 2	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to</p>	<p>The information redacted is numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure, profit margins and financing arrangements.</p> <p>The disclosure of this information could also 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>determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the masked information sets out adjustments to Schedule 2 to the definitions of "Base Number of Train Services", "Base Service Kilometres" and "Train Service Deductions";</p> <p>(b) of the reasons set out in Item 24; and</p> <p>(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Schedule 30 - Pre-Agreed Option 5 - Amendments to Operative Provisions	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure, profit margins</p>	<p>The information redacted is dollar figures.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the definition of "Train Price" and "One-Off Implementation Price" in clause 25.2B which is to be inserted into the Operative Provisions of the contract if Option 5 is exercised;</p> <p>(b) of the reasons set out in Item 24; and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>and financing arrangements.</p> <p>The disclosure of this information could also 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 masked information is also expected to provide lucidity on unique project specific financing arrangements.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Schedule 30 - Pre-Agreed Option 7 - Amendments to Operative Provisions	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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 information redacted is a number.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information is numbers which amend provisions of the contract in the event that Pre-Agreed Option 7 is exercised by TfNSW. The amendments relate to the contractor's obligations with respect to the date by which the Rouse Hill Precinct is to open; and</p> <p>(b) of the reasons set out in Item 24.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		There is an overriding public interest against disclosure.	
42.	Schedule 31 - Definition of Force Majeure Subcontractor Breakage Costs	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure.</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 information redacted is the entirety of the definition excluding the words "Force Majeure Subcontractor Breakage Costs means".</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the masked information sets out a factor in calculating the Termination Payment if the contract is terminated under certain circumstances. The Termination Payment is an amount payable by TfNSW to the contractor under the contract;</li> <li>(b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to force majeure events and therefore provide insight into the contractor's cost structure, equity return and profit margin;</li> <li>(c) revealing the contractor's appetite for risk with respect to termination would place the contractor at a substantial commercial disadvantage in projects of a similar nature and in negotiations with third parties and subcontractors, particularly in relation to termination. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</li> <li>(d) the public interest has been served by revealing the formula for determining the Termination Payment. Given the extent of that disclosure there is an overriding public interest against the disclosure of the redacted information.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
43.	Schedule 31 - Definition of Subcontractor Breakage Costs	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure.</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 information redacted is the entirety of the definition excluding the words "Subcontractor Breakage Costs means".</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 42.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
44.	Schedule 31 - Clause 4	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure.</p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The information redacted is words and numbers comprising the entirety of paragraph (i) in the definitions of "B" and "C".</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 42.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
45.	Schedule 32 - Clause 1 - Columns 2 and 3	<p>Section 32(1)(a) and definition (a), (b), and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility on the contractor's cost structure and financial arrangements.</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 information redacted is dollar amounts.</p> <p>TfNSW considered identifiers (a), (b) and (c) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the masked information contains dollar amounts which relate to various categories of insurance that the contractor is required to effect and the quantum of minimum sums to be insured and maximum deductibles;</li> <li>(b) revealing the quantum of insurance would provide insight into the premiums required to be paid by the contractor. These premiums represent a cost in performing the contractor's obligations under the contract and thereby reveal components of the contractor's cost structure;</li> <li>(c) the quantity of the insurance that the agency requires the contractor to effect may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling effects to the market and provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the contractor; and</li> <li>(d) knowledge of the extent of the contractor's obligation to provide</li> </ul>



Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>insurance will have adverse impacts on the contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the contractor seeks to ensure those parties effect their own insurance. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Schedule 33 - Items 3(d) and 18	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 6.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
47.	Schedule 33 - Item 20(d)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 52.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Schedule 33 - Item 22(c)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information relates to the allocation of risks between the parties. Exposing the redacted material would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept. This in turn is reasonably expected to provide visibility on</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the contractor's profit margins;</p> <p>(b) revealing the contractor's appetite for risk (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage with respect to competitors and subcontractors and in future bids of a similar nature. This is expected to diminish the value of this information to the contractor and prejudice its legitimate business, commercial or financial interests; and</p> <p>(c) the words used to describe the arrangement are descriptive of the nature of that arrangement. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Schedule 33 - Item 26(a)-(c)	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure and profit margins.</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 information redacted is words comprising the entirety of the paragraphs.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the details relating to the payment regime under the Securitisation Agreement;</p> <p>(b) the redacted information therefore provide insight into the financing structure of the parties to the Securitisation Agreement. As a result, the redacted information provides lucidity on the risk appetite and payment-risk structure ultimately absorbed by a party to the Securitisation Agreement. The disclosure of the information would provide visibility on the amount and apportionment of financial and other risks assumed by the parties to the Securitisation Agreement. As a consequence, this would reveal</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>There is an overriding public interest against disclosure.</p>	<p>components of that party's cost structure and profit margins with respect to the Securitisation Agreement;</p> <p>(c) revealing the masked information would place the contractor in the Securitisation Agreement at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor in the Securitisation Agreement and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Securitisation Agreement. Given the extent of that and related disclosures there is an overriding public interest against the disclosure of the precise payments involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Schedule 36	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial</p>	<p>The information redacted is words and a diagram.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 6.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>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>	
51.	Schedule 44 - Table 1	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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 information redacted is information in a table.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information is a table which sets out variations in fleet size, additional trains required and line capacity under various headway scenarios; and</p> <p>(b) of the reasons set out in Item 27;</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Schedule 46 - Definition immediately after the	Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence	The information redacted is words comprising the definition including the defined term itself.

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	definition of Augmentation Consultation Group	<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information relates to the allocation of risks between TfNSW and the contractor regarding Augmentation. Exposing the redacted material would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept. This in turn is reasonably expected to provide visibility on the contractor's profit margins;</p> <p>(b) revealing the contractor's appetite for risk (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage with respect to competitors and subcontractors and in future bids of a similar nature. This is expected to diminish the value of this information to the contractor and prejudice its legitimate business, commercial or financial interests;</p> <p>(c) the public interest has been served by revealing the existence of a mechanism with respect to the commercial structure of the Augmentation. In light of this disclosure there is an overriding public interest against the disclosure of the masked material; and</p> <p>(d) the words used to describe the arrangement are descriptive of the nature of that arrangement. This information also carries sensitivity for the reasons described above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Schedule 46 - Clause	Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence	<p>The information redacted is words comprising the entirety of the paragraph.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	10.1(c)	<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 52.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Schedule 46 - Clause 10.3	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is words and numbers which comprise the entirety of the clause, including the heading to that clause.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the process that must be complied with if TfNSW initiates discussions with the contractor with respect to the proposed Augmentation, including processes with respect to pricing and financing; and</p> <p>(b) of the reasons set out in Item 52.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>circumstances change.</p>
55.	Schedule 46 - Appendix 1 - Part B - Clause 3.1(c)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is words comprising the entirety of the paragraph.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 52.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Schedule 46 - Appendix 2 - Clauses 1.2, 1.3, 3.2(f), 5.2(a) and 5.2(d)	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 52.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>potential contractors and provide visibility on the contractor's profit margins.</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>	
57.	Schedule 46 - Appendix 3 - Annexures 1-3	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 information redacted is words, numbers and tables comprising the entirety of Annexures 1 to 3 and including Attachments 1 and 2 to Annexure 3.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the pricing of options by the contractor for Non-Contestable Components for the Supply of Trains/ Rolling Stock, Supply of Signalling and Train Control Systems and O&amp;M Services in the event of Augmentation; and</p> <p>(b) of the reasons set out in Item 52.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Exhibit 1 - Appendix 20 -	Section 32(1)(d)	The information redacted is numbers and words.

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	clauses 2.10.9 and 2.10.10	<p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out information relating to fire ratings, fire loads and fire compartmentalisation of the rolling stock; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Exhibit 1 - Appendix 28 - clauses 2.2(xii)-(xiv) & (xvii)-(xviii) and 2.3(a)(x)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information includes the requirements for the signalling and train control system to include certain key Automatic Train Protection functions and interfaces. The redacted material also includes certain Automatic Train Operation functions that the signalling and train control system must include; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Exhibit 1 - Appendix 32 - clauses 2.1.3(a)-(b),	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	2.14(h)(i)-(iv), 2.15(d)-(j)	<p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW 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 masked information sets out the security requirements for the communications systems, the requirements for the CCTV system, details relating to the electronic access control systems and requirements for intrusion detection systems; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Exhibit 1 - Appendix 33	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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</p>	<p>The information redacted is the entirety of the Appendix with the exception of the cover page.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Appendix sets out the Scope and Performance Requirements for the Electronic Ticketing System for the NWRL. The material in the Appendix sets out the contractor's obligations to provide the electronic ticketing system supporting infrastructure to be incorporated into the stations together with the performance and technical requirements for that equipment.</p> <p>(b) TfNSW and the contractor has made significant investment into the development and refinement of the information in the Appendix. The Appendix therefore contains the party's intellectual property. The party's may benefit from using their intellectual property in the future including to obtain a commercial advantage. As a result, exposing the information in the Appendix is reasonably expected to prevent the parties from using their</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive advantage, diminish the competitive commercial value of the information to the parties and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) while there is a public interest in revealing the material in the Appendix, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Exhibit 1 - Appendix 34 - clauses 2.6.1(a), 2.6.3(a)(ii), 2.7(a)(i)-(iv) and 2.8.4(a)-(c)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out information relating to the number of trains in a Ventilation Section, information relating to train locations during emergencies, the level of redundancy that must be provided for the tunnel ventilation system for select modes of operation and information relating to emergency operations with respect to tunnel ventilation; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Exhibit 1 - Appendix 36 - clauses 2.2 and 2.8(a)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>this information because:</p> <p>(a) the masked information sets out information relating to redundancy concerning voltage distribution and requirements for uninterruptable power supply; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Exhibit 1 - Appendix 37 - clauses 2.1(g)-(h) & (j), 2.2(c) & (k), 2.3(b)-(c), (k) & (o)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out information relating to power redundancy, requirements for uninterrupted power supply and other features relating to the provision of electricity; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Exhibit 1 - Appendix 39 - clauses 2.1(e) & (r)-(t), 2.2(e), (n) & (r)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out information relating to traction power supply including information relating to redundancy and</p>

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		<p>prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>interruptible power and other issues concerning electrical capacity; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Exhibit 1 - Appendix 42 - clauses 2.2.3(d), 2.3(h), 2.4(h), 2.6(c)-(e) and 2.7(a)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information relates to obstacle detection for the platform screen door system, features of the emergency escape doors, emergency escape doors, end walkway doors, local control panels and power supply requirements; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Exhibit 1 - Appendix 43 - clause 2.4(b)(ii)(I) and (iv)(A)-(B)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information relates to Fire Life Safety provisions that must be provided for tunnels and provisions relating to fire size/ heat release rates; and</p>

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		<p>vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Exhibit 1 - Appendix 55 - clause 4.1(a)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is numbers in a table.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information is numbers in Table 1 which would reveal the minimum safety integrity level targets for identified NWRL subsystems; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Exhibit 1 - Appendix 61 - clauses 1.2.2(b) & (c), 1.2.3(b), 1.4.2(b), 1.4.3(b)	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information is the entirety of the appendix which sets out information relating to Pre-Agreed options;</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
70.	Exhibit 1 - Appendix 62 - Returnable Schedule 3.4: Drawings - pages 8, 51, 80	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is drawings no. NWRL0TS-NRT-KVE-AR-DRG-048090, NWRL0TS-NRT-SHW-AR-DRG-039090, NWRL0TS-NRT-CHE-AR-DRG-039090..</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out information relating to the NWRL route, including showing service facilities; and</p> <p>(b) the redacted material includes information, the disclosure of which may expose security vulnerabilities in the NWRL. Revealing the masked information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the NWRL, including protection against attack;</p> <p>(c) Section 3E and Schedule 1 of the Transport Administration Act 1988 sets out TfNSW's functions which relevantly include transport planning and incident management effecting the efficiency of road and public transport networks. Revealing the masked information is reasonably expected to increase the vulnerability of the NWRL and is expected to prejudice the effective exercise by TfNSW of these function, together with other functions set out in Schedule 1 of the Transport Administration Act 1988; and</p> <p>(d) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Exhibit 1 - Appendix 62 -	Section 32(1)(d)	The information redacted is words comprising the entirety of clause 4.1 and



Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Returnable Schedule 4.1, clauses 4.1 and 6.1	<p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>include a figure and part of clause 6.1.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out details and diagrams relating to the proposed out stabling of trains together with security features relating to the administration building; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Exhibit 1 - Appendix 62 - Returnable Schedule 4.5, clause 2.7	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words and numbers.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out information regarding the locations and features of certain facilities with respect to bulk power supply and substations; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Exhibit 1 - Appendix 62 - Returnable Schedule 4.7, clause 2.2	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p>	<p>The information redacted is words and includes a figure.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW 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 masked information sets out information including a detailed diagram regarding fall back arrangements that will be implemented in the case of any threat or system failure leading to a fallback control requirement to ensure that adequate provision of back-up control systems will be arranged; and</p> <p>(a) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Exhibit 1 - Appendix 62 - Returnable Schedule 4.8, pages 6, 15, 18-21, 63-69, 74 and 76	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is drawings no. NWRL0TS-NRT-RFT-AR-DRG-069090, NWRL0TS-NRT-RFT-AR-DRG-069330, NWRL0TS-NRT-RFT-AR-DRG-069331, NWRL0TS-NRT-RFT-AR-DRG-069332, NWRL0TS-NRT-RFT-AR-DRG-069335, NRT-RFT-CR-DRG-070600, NRT-RFT-CR-DRG-070601, NRT-RFT-CR-DRG-070602, NRT-RFT-CR-DRG-070603, NRT-RFT-CR-DRG-070604, NRT-RFT-CR-DRG-070605, NRT-RFT-CR-DRG-070609, NRT-RFT-CR-DRG-070614, NRT-RFT-CR-DRG-070616, and the legend for drawing no. NWRL0TS-NRT-RFT-AR-DRG-069300.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information is drawings which show the general arrangement of certain NWRL facilities including the administration building and the NWRL layout and services; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			circumstances change.
75.	Exhibit 1 - Appendix 62 - Returnable Schedule 5.2, clauses 11.1, 11.2, 11.3, 11.4	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words and numbers comprising the entirety of clause 11.1 and portions of clause 11.2 including various tables. The masked information also includes portions of clauses 11.3 and 11.4</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the detailed evacuation strategies which form part of the fire and life safety strategy. The masked information also includes information concerning the fire load of key materials, sample methodologies in the event of a fire source being present in one area of the car and use of the Duggan Method - internal flash over fire. Information regarding the fire barrier resistance and in relation to the emergency detainment doors and ramps have also been masked; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d); and</p> <p>(c) of the reasons set out in Item 76.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Exhibit 1 - Appendix 62 - balance of Returnable Schedule 5.2	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the</p>	<p>The information redacted is the entirety of the Returnable Schedule with the exception of the portion of that Returnable Schedule considered at Item 75.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Returnable Schedule sets out the overall concept design of</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>trains including general arrangement drawings of each Car type, a summary of key Train performance characteristics with supporting documentation, dynamic and static profiles of anticipated kinematic envelop at typical locations showing track, structure and all major services and systems, internal layout drawings for each Car, a description of each seating type, a description of the Car body structure and other details including a description of how Customers with special needs will be addressed and how compliance with Disability Standards will be achieved; and</p> <p>(b) the material in the Returnable Schedule sets out how the contractor addressed various requirements of TfNSW. Significant investment was made in the development and refinement of the information in the Returnable Schedule. The Returnable Schedule therefore contains the contractor's intellectual property. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage. As a result, exposing the information in the Returnable Schedule is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of the information to the contractor and prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) while there is a public interest in revealing the material in the Returnable Schedule, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Exhibit 1 - Appendix 62 - balance of Returnable Schedule 5.3	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to</p>	<p>The information redacted is the entirety of the Returnable Schedule.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

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		<p>section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 Returnable Schedule sets out visualisations showing each Car type depicting the Trains Interior and exterior styling, photorealistic internal perspectives of each Car type, seat type and perspectives of a typical Train (front and side view) including key features; and</p> <p>(b) of the reasons set out in Item 76(b) to 76(c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Exhibit 1 - Appendix 62 - Returnable Schedule 5.5	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in</p>	<p>The information redacted is the entirety of the Returnable Schedule.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Returnable Schedule sets out how the initial Train fleet can be expanded (and Trains potentially extended) to achieve certain specified future systems capacity and be capable of interfacing with platform lengths of 168 metres. The redacted Returnable Schedule also sets out issues, restraints and modifications for the Trains to be able to operate on certain stages of the Rapid Transit</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>relation to other contractors or potential contractors.</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>Network and details relating to initiatives in Train design and manufacture for future proofing; and</p> <p>(b) of the reasons set out in Item 76(b) to 76(c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Exhibit 1 - Appendix 62 - Returnable Schedule 5.7	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is the entirety of the Returnable Schedule.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Returnable Schedule sets out an initial environmental performance declaration, information regarding the recyclability of Trains over the whole of life, quantified descriptions of the energy saving features of Train design, illustrations of those benefits and a steady state calculation showing the energy consumption of a Train excluding traction and braking equipment; and</p> <p>(b) of the reasons set out in Item 76(b) to 76(c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
		<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
80.	Exhibit 1 - Appendix 62 - Returnable Schedule 5.8	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is the entirety of the Returnable Schedule.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(c) the Returnable Schedule sets out a detailed description of the train management system, the traction (propulsion) and braking systems and a description of the key features and general arrangement drawings of the bogies and wheel sets; and</p> <p>(d) of the reasons set out in Item 76(b) to 76(c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Exhibit 1 - Appendix 62 -	Section 32(1)(d)	The information redacted is words and numbers and includes tables and

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
	Returnable Schedule 6.2, clauses 2.1, 2.1.1, 2.2.2, 2.3.1(2)&(3), 2.4, 3.1, 3.2, 3.2.1, 3.4.1, 3.4.2, 3.5.2 and 3.5.3	<p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>schematics</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out security related details concerning the central control system, monitored systems and operations control centre. The redacted material also includes information regarding the transfer of control to an alternate location during a disaster scenario, information regarding control systems components and details regarding the provision of operator consoles in control rooms. The masked information also includes sensitive schematics include a system overview schematic and overall systems descriptions; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Exhibit 1 - Appendix 62 - Returnable Schedule 6.3	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in</p>	<p>The information redacted is the entirety of the Returnable Schedule.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Returnable Schedule sets out a summary description for the proposed signalling and train control system, key signalling and Train control system systems or sub-systems that are yet to be proven in service and three reference sites for the signalling and train control system. The Returnable Schedule also sets out a signalling and Train control system design statement, principles</p>



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		<p>relation to other contractors or potential contractors.</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>proposed to govern certain features, a description of the signalling and train control system interfaces, a signalling and Train control system Concept Design and certain associated analysis, key functions and methods relating to Trains, the interfacing between the signalling and Train control system and the tunnel ventilation system and functionality available to allow a disabled Train to be rescued by an operational Train. In addition, the Returnable Schedule also sets out the on-train signalling functionality including manual driving capability, certain information in relation to Train borne equipment and wayside signalling equipment and control room signalling equipment and other simulation and training requirements; and</p> <p>(a) of the reasons set out in Item 1.1(b) and 76(b) to 76(c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Exhibit 1 - Appendix 62 - Returnable Schedule 6.7, clauses 2.2.2, 2.3.2, 2.3.5, 2.3.6, 2.3.8, 2.3.11, 2.3.12, 3.3 and pages 49-50,	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words and includes a schematic. The masked information also includes drawing NWRL0TS-NRT-SWD-CO-DRG-020431 and NWRL0TS-NRT-SWD-CO-DRG-020432</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out security related details concerning the operations control centre and station control rooms, the operations and maintenance radio system, the passenger information display system and a schematic of the public address system. The masked information also includes information concerning the electronic access control system including the security level classification of access doors and alarm systems. The masked material also includes a diagram showing the closed circuit television system, information</p>

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			<p>concerning the intrusion detection system, the security of open-sourced radio spectrum and the layout of backup telecommunications and controls; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Exhibit 1 - Appendix 62 - Returnable Schedule 6.8, clause 2.1.3	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out security related details concerning the emergency operation mode with respect to the tunnel ventilation system; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Exhibit 1 - Appendix 62 - Returnable Schedule 6.9, clauses 2.1, 2.2.1, 2.2.2, 3.1, 3.1.2, 3.2, 3.3, 4.3.1, 4.6, 5.3, various drawings	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or</p>	<p>The information redacted is words, numbers, diagrams and drawings.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out details, diagrams and drawings relating to the overall electrical system for the North West Rail Link including bulk supply locations and configuration, high voltage power supply and bulk supply and HV reticulation,</p>

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		<p>vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>replacement strategies. The masked information also includes information concerning ECRL modifications, certain concept design drawings, supply arrangements in stabling areas and critical and safety services; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
86.	<p>Exhibit 1 - Appendix 62 - Returnable Schedule 6</p> <p>various Annexures 6.E A;</p> <p>Appendix F - contents page, clauses 2.2, 3.1, 3.2, 3.2.1, 3.2.3 to 3.2.5, 3.3, 3.4.1, 3.6, Annexure A</p>	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is words, numbers, diagrams and drawings.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 85.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Exhibit 1 - Appendix 73	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the</p>	<p>The information redacted is the entirety of the Appendix.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 Appendix sets out a unique arrangement consisting of various models designed and developed by the contractor which outline</p>

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		<p>combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 methods by which services are to be provided. Significant investment was made in the development and refinement of this arrangement. The mechanism therefore contains the contractor's intellectual property. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage. As a result, exposing the Appendix is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of the information to the contractor and prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(b) while there is a public interest in revealing the arrangements set out in the redacted material, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Exhibit 1 - Appendix 86	<p>Section 32(1)(d)</p> <p>Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The information redacted is the entirety of the Appendix.</p> <p>TfNSW considered identifiers (a), (b), (c), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the Security Management Plan. That plan outlines the security management arrangements under which the contractor will, in partnership with TfNSW, deliver the Operations, Trains and Services Public Private Partnership component of the North West Rail Link; and</p> <p>(b) of the reasons set out in Item 70(b) to 70(d).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			circumstances change.
89.	Exhibit 1 - Appendices 87, 89 and 90	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is the entirety of the Appendices.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 87.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Exhibit 3	<p>Section 32(1)(a) and definition (b), (c), (d), and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p>	<p>The information redacted is the entirety of the Exhibit with the exception of the cover page.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and</p>

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		<p>The disclosure of this information (or the combination of this information with other information that is not included) would disclose the contractor's intellectual property, place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractor's profit margin and base case financial model.</p> <p>The disclosure of this information could also 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>determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the process and methodology adopted by the parties for solving the Base Case Financial Model at Financial Close. Revealing the regime in Exhibit 3 is therefore expected to reveal the contractor's base case financial model;</p> <p>(b) the redacted information in turn feeds into the payments received by the contractor. Since the masked information ultimately provides lucidity on the payments to the contractor, revealing that information is expected to provide insight into the contractor's profit margins;</p> <p>(c) revealing the regime in Exhibit 3 is reasonably expected to prejudice the contractor in negotiations in similar future contracts, particularly during negotiations which relate to determining a base case financial model at financial close. Revealing the redacted information is therefore expected to diminish the value of that information to the contractor and prejudice its legitimate business, commercial or financial interests;</p> <p>(d) the masked information incorporates references to a novel arrangement aimed at ensuring adequate adjustment to determine the Base Case Financial Model at Financial Close. Significant investment was made in the development and refinement of this arrangement. The mechanism therefore contains the contractor's intellectual property and provides visibility on the contractor's bidding strategy. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage; and</p> <p>(e) the public interest has been served by revealing that adjustments were made to determine the Base Case Financial Model at Financial Close. In light of this disclosure there is an overriding public interest against the disclosure of the precise mechanism</p>

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			<p>involved.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Exhibit 4	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information redacted is the entirety of the Exhibit with the exception of the cover page and heading.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the initial Delivery Program which provides a program of the Delivery Activities. The contractor has obligations under the contract with respect to the timing of the Delivery Activities including obligations relating to preventing delay and avoiding or minimising the consequences of such delay;</p> <p>(b) exposing the redacted material may create an expectation in the market in relation to the initial Delivery Program. Revealing the information in Exhibit 4 may reasonably be expected to prejudice the contractor in negotiations with subcontractors and third parties in relation to the timing of works, particularly in circumstances where the initial Delivery Program is disclosed and that program evolves. In this manner, revealing the masked information is expected to prejudice the legitimate business, commercial or financial interests of the contractor;</p> <p>(c) the masked information sets out a novel arrangement developed by the contractor to ensure the timely delivery of the project. The contractor's delivery strategy was a competitive differentiator and therefore part of the contractor's successful bidding strategy. Significant investment was made in the development and</p>

Item	Agreement clause (and general description)	Reason under Government Information (Public Access) Act 2009	Explanation of the Reasons under the Government Information (Public Access) Act 2009
			<p>refinement of this strategy and the redacted material therefore contains the contractor's intellectual property. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage; and</p> <p>(d) the public interest has been served by revealing the existence of the Delivery Program together with the regime for amendments to that program being instituted. In light of this disclosure there is an overriding public interest against the disclosure of the detailed initial program.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Exhibits 7 and 8	<p>Section 32(1)(a) and definition (a), (b), and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility on the contractor's profit margins and cost structure and financial arrangements.</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</p>	<p>The information redacted is the entirety of the Exhibit excluding the cover pages.</p> <p>TfNSW considered identifiers (a), (b) and (c) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW 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 masked information sets out the terms of insurances and certificates of currency relating to the project;</p> <p>(b) of the reasons set out in Item 45;</p> <p>(c) the masked information sets out a novel arrangement developed by the contractor and TfNSW to ensure the insurance of project. The positions agreed and set out in the insurance documents are a competitive differentiator and contain confidential information relating to the contractor's construction price and service payment levels. Revealing the redacted information is therefore expected to provide insight into the contractor's cost structure and profit margin;</p>



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		<p>and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(d) revealing the masked information is also reasonably expected to prejudice the contractor in future contracts of a similar nature, particularly in relation to insurance. Exposing the redacted material is also expected to prejudice the contractor in negotiations with third parties, particularly insurers of future projects; and</p> <p>(e) the public interest has been served by revealing the existence of the contractor's insurance obligations in the project deed. Given the extent of those disclosures there is an overriding public interest against the disclosure of the precise terms of insurance.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Exhibit 19	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</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 intellectual property, place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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 information redacted is the entirety of the Exhibits excluding the cover page and the heading.</p> <p>TfNSW considered identifiers (a), (b), (c), (d), (e) and (f) above to be relevant public interest considerations in favour of disclosure.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) under the contract the parties acknowledge that TfNSW is considering the implementation of a Modification for the design, construction, operation and maintenance of an extension of the NWRL to St Leonards station. Exhibit 19 sets out a draft technical proposal that was submitted to TfNSW by the contractor in relation to the St Leonards Extension. Under the contract, the parties are required to take Exhibit 19 into account if TfNSW proposes a Modification to implement the St Leonards Extension;</p> <p>(b) the masked information, incorporates references to a novel technical solution developed by the contractor and aimed at ensuring the effective and cost efficient St Leonards Extension. Significant investment was made in the development and</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>refinement of this technical proposal. The mechanism therefore contains the contractor's intellectual property which was fundamental to the contractor and provides visibility on the contractor's bidding strategy. The contractor may benefit from using the information in Exhibit 19 in future bids to obtain a commercial advantage;</p> <p>(c) the material in the redacted Exhibit also sets out information relating to anticipated costs and other aspects of pricing. Revealing this information is expected to provide insight into the contractor's cost structure and prejudice the contractor, particularly during negotiations concerning the purchase of goods and services estimated in Exhibit 19;</p> <p>(d) exposing the redacted information is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of information relating to the St Leonards Extension to the contractor and prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(e) while there is a public interest in revealing the draft technical proposal in relation to a St Leonards Extension, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.</p>