

## Government Information (Public Access) Act 2009

### Explanatory Table - Project Delivery Agreement

#### Sydney Light Rail: Project Deed

Capitalised terms in this table have the meaning given to them in the Sydney Light Rail Project Deed (**Project Deed**) unless the context indicates otherwise.

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

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

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Clause 2.4(f)(ii) of the Operative Provisions	The information redacted is a date and a dollar figure.	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 contains the date from which the parties have agreed costs will be incurred by the contractor and the maximum amount payable to the contractor. This information would therefore reveal the contractor's cost structure for that period; and</li> <li>b) the public interest has been served by revealing the existence and nature of a termination payment with respect to a failure by TfNSW to reach Financial Close. In light of the disclosure of this information there is an overriding public interest against the disclosure of the calculation method, the date from which the contractor will incur costs and the maximum amount payable to the contractor.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 3.3(d)(ii) of the Operative Provisions	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on</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 contains a percentage figure which sets out the maximum percentage profit margin available to the contractor in relation to the Adjusted Indexed Availability Fee</li> </ul>

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			<p>the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and Indexed Lifecycle Component proposed by OpCo in the Extension Proposal. The redacted information therefore provides full visibility on the contractor's 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 respect to the Extension Proposal. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise figure.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 6A.7(c)(iii) of the Operative Provisions	The information redacted is a date and a dollar figure.	<p><i>Section 32(1)(a), paragraph (b) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of</i></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 contains the date from which the parties have agreed costs will be incurred by the contractor and the maximum</p>

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			<p><i>the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>amount payable to the contractor. This information would therefore reveal the contractor's cost structure for that period; and</p> <p>b) the public interest has been served by revealing the existence and nature of a termination payment with respect to a failure by TfNSW to reach Financial Close. In light of the disclosure of this information there is an overriding public interest against the disclosure of the calculation method, the date from which the contractor will incur costs and the maximum amount payable to the contractor.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 11.4A(a) of the Operative Provisions	The information redacted is a percentage figure and dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table to section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person</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 contains the percentage which TfNSW would be liable to the contractor in relation to the demonstrated additional direct costs arising from the removal and disposal of asbestos;</p> <p>b) the redacted information contains a redacted figure which reveals the maximum rates for remediation of asbestos;</p> <p>c) exposing the redacted information would reveal the apportionment of risks assumed by the contractor in relation to asbestos and therefore</p>

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			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the level of risk that the contractor was prepared to price and accept. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising; and</p> <p>d) the public interest has been served by revealing the existence and nature of the mechanism for risk apportionment between TfNSW and the contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentage and dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clauses 11.4B(a)-(b) of the Operative Provisions	The information redacted is a number of days, a percentage figure and dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table to section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person</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 contains the number of days in which the contractor is required to complete its testing for Coal Tar. Exposing the redacted information would provide insight into the contractor's due diligence regime and its views on the likelihood of those risks arising;</p> <p>b) the redacted information contains the percentage which TfNSW would be liable to the contractor for costs arising from the removal and disposal of Hazardous Coal Tar;</p> <p>c) the redacted information contains a redacted</p>

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			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>figure which reveals the maximum rates in relation to the demonstrated additional direct remediation of Coal Tar;</p> <p>d) exposing the redacted information would reveal the apportionment of risks assumed by the contractor in relation to Hazardous Coal Tar and therefore the level of risk that the contractor was prepared to price and accept. Exposing this information may also provide insight into the contractor's potential capabilities and its views on the likelihood of those risks arising; and</p> <p>e) the public interest has been served by revealing the existence and nature of the mechanism for risk apportionment between TfNSW and the contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentage and dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 12.3(a)(i) of the Operative Provisions	The information redacted is a dollar figure and percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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 percentage of the Daily Fee and the cumulative maximum liability that the contractor must pay to TfNSW for each day that the Actual Fee Zone Occupation Period exceeds the Base Fee Zone Occupation</p>

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			<p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table to section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The dollar figure was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Period by a percentage scaled;</p> <p>b) exposing the redacted information would reveal the apportionment of risks assumed by the contractor in relation to such occupation and therefore the level of risk that the contractor was prepared to price and accept. Exposing this information may also provide insight into the contractor's sequencing, cost structure and its views on the likelihood of those risks arising;</p> <p>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</p> <p>d) the public interest has been served by revealing the existence of a step-up mechanism which is subject to a total maximum liability. In light of this disclosure there is an overriding public interest against the disclosure of the percentages and precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 12.3(a)(ii) of the Operative Provisions	The information redacted is a dollar figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial</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 amount of the Base Fee Zone Credit that the contractor will</p>

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			<p>commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), Items 4 (b), (c) and (d) of the table to section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This dollar figure was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>be allocated at Financial Close;</p> <p>b) exposing the redacted information would reveal the apportionment of risks assumed by the contractor in relation to such occupation and therefore the level of risk that the contractor was prepared to price and accept. Exposing this information may also provide insight into the contractor's cost structure;</p> <p>c) revealing the redacted information 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</p> <p>d) the public interest has been served by revealing the existence of a credit allocated to the contractor at Financial Close. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 12.3(a)(iii) of the Operative Provisions	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to</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 percentage of the Daily Fee which is credited back to the contractor for each day the Actual Fee Zone</p>



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			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table to section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Occupation Period is less than the Base Fee Zone Occupation Period;</p> <p>b) exposing the redacted information would reveal the apportionment of risks assumed by the contractor in relation to such occupation and therefore the level of risk that the contractor was prepared to price and accept. Exposing this information may also provide insight into the contractor's cost structure;</p> <p>c) revealing the redacted information 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</p> <p>d) the public interest has been served by revealing the existence of such credit. In light of this disclosure 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>
9.	Clause 12.3(h) of the Operative Provisions	The information redacted is dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to</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 maximum amount that the contractor may issue in a tax invoice to TfNSW, if at the Date of Completion</p>

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			<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>This dollar figure was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>there still remains Fee Zone Credits which have not been utilised by the contractor to reduce the amount of Monthly Zone Fee payment Amounts. Any Fee Zone Credits which have not been utilised and which exceed this amount will be automatically cancelled;</p> <p>b) exposing the redacted information would reveal the apportionment of risks assumed by the contractor in relation to occupation of the fee zones and therefore the level of risk that the contractor was prepared to price and accept. 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 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</p> <p>d) the public interest has been served by revealing the existence of such amount. 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>
10.	Clauses 13.11(b)(i)(B)	The information	<i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence</i>	TfNSW weighed the competing public interest considerations and determined that there was an

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	and 13.11(b)(ii)(B) of the Operative Provisions	redacted is words.	<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information 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) exposing the redacted information 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) 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 information 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>

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
11.	Clause 19.14(a) of the Operative Provisions	The information redacted is a dollar figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the rate of liquidated damages to be paid by the contractor if the delivery of any Additional CSELRV or an Option 1A CSELRV is delayed. Exposing the redacted information 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>b) the redacted information 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>c) the public interest has been served by revealing the existence of a liquidated damages regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages and the maximum liability of the contractor.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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12.	Clause 19.14(b)(iii) of the Operative Provisions	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the maximum liability of the contractor for liquidated damages if the delivery of any Additional CSELRV or an Option 1A CSELRV is delayed. Exposing the redacted information 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>b) the redacted information 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>c) the public interest has been served by revealing the existence of a liquidated damages regime and that the parties have agreed on a maximum liability for the contractor. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages and the maximum liability of the contractor.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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13.	Clause 19.16(a) of the Operative Provisions	The information redacted is dollar figures and dates.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the amount of each bonus to be paid to the contractor if early completion is achieved. The provision is specific to the contractor's proposal and the contractor's view on its ability to achieve its delivery program;</li> <li>b) the redacted information 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>c) the public interest has been served by revealing the existence of a bonus regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise amounts of each bonus and the target dates.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clauses 20.3(e)(i)-(ii) and 20.3(h) of the Operative Provisions	The information redacted is words and percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins</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 is the percentage by</li> </ul>

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			<p>and 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><i>Section 32(1)(d), Item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>which actual patronage results in a loading density greater than AW3 at any load point of the SLR averaged over a continuous one hour period such that the contractor cannot meet the Contract Service Level Requirements and system performance requirements, and TfNSW will be required to direct a service charge or modification. Exposing the redacted information 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;</p> <p>b) the redacted information is the percentage by which the Traffic Signal Aggregate Delay increases or decreases over three consecutive Operating Months such that the contractor cannot meet the Contract Service Level Requirements and system performance requirements, and TfNSW will be required to direct a service charge or modification. Exposing the redacted information 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;</p> <p>c) the redacted information was specific to the contractor's proposal and its offering;</p> <p>d) the redacted information 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</p>

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				<p>prejudice the contractor's legitimate business and commercial interests; and</p> <p>e) the public interest has been served by revealing the mechanism by which a Service Change or Modification will be triggered. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentages.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Clause 21.8(e) of the Operative Provisions	The information redacted is a dollar figure.	<p><i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 OpCo does not remedy an Asset Management Failure. The redacted information therefore reveals the likely scope of risks and the apportionment of those risks between the contractor and TfNSW, together with the parties' perception of the likelihood and extent of those risks;</p> <p>b) exposing the redacted information would reveal the level of risk that the contractor was prepared to price and accept;</p> <p>c) revealing the deduction to the Service Payment may provide insight into the Service Payment and thereby (in conjunction with the disclosure of other information) provide lucidity in relation to</p>



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				<p>the contractor's cost structure; and</p> <p>d) the public interest has been served by revealing the existence of the retention. 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>
16.	Clauses 22.1(a)(i)-(ii) and 22.1(b) of the Operative Provisions	The information redacted is dollar figures.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 dollar value of a bond (or an extension bond) that the contractor must provide to TfNSW to secure its obligations under the contract and also the amount that may be withheld from the Service Payment each month if the contractor does not provide the Handback Security Bond. 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) the public interest has been served by revealing the existence of the security. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for</p>

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				disclosure as events and circumstances change.
17.	Clause 23.7(a)(i) of the Operative Provisions	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information is a percentage figure which sets out TfNSW's entitlement to the revenue from all Agreed Commercial Arrangements. Revealing the information would reveal the contractor's share of revenue from the Commercial Arrangements;</li> <li>b) the contractor is expected to negotiate with third parties in relation to the commercial opportunities. The redacted information 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>c) the public interest has been served by revealing the existence of a sharing regime in relation to the revenue from Commercial Arrangements. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage share between the parties.</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 25.2(a)(vi) and 25.2(a)(vii) of the Operative Provisions	The information redacted is dollar figures.	<p><i>Section 32(1)(d), items 1(f), 4 (a), (b) and (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a disadvantage in any market, reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information is monetary figures which relate to TfNSW's obligation to pay the conditional debt pay down amount;</li> <li>b) the redacted information sets out ceiling amounts for the costs of rectification of any single subsisting Defect and the ceiling amount for the aggregate cost of rectification of all subsisting Defects which are conditions precedent to the payment by TfNSW of the conditional debt pay down amount; and</li> <li>c) the public interest has been served by revealing the existence of a threshold amount for any single subsisting Defect as well as an aggregate costs. In light of this disclosure there is an overriding public interest against the disclosure of the precise amounts.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clauses 41.1 and 43.1 of the Operative Provisions	The information redacted is percentage figures, minutes and occasions.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and would place the contractor at a substantial commercial</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 the thresholds for unacceptable availability and timeliness of Services and quality as measured by service</li> </ul>

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			<p>disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), Item 4 (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>c) 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 the 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>d) the redacted information incorporates references to an arrangement aimed at ensuring the overall effectiveness of the delivery of 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</p>

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				<p>technological capabilities and bidding strategy. The contractor may benefit from using its intellectual property in future proposals to obtain a commercial advantage; and</p> <p>e) the public interest has been served by revealing the existence of the availability and timeliness for Services and quality requirements, 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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Schedule A2 (Key roles and personnel)	The information redacted is names of key personnel.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</p> <p>There is an overriding public interest against</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 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;</p> <p>b) the redacted information is names of employees of the contractor and revealing this information would disclose an individual's personal information; and</p> <p>c) TfNSW considers that any public interest in favour of the disclosure of this information is not</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>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>
21.	Schedule A3 (Transdev Permanent Employees)	The information redacted is names of key personnel.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information could reveal an individual's personal information.</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> <ul style="list-style-type: none"> <li>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;</li> <li>b) the redacted information is names of employees of the contractor and revealing this information would disclose an individual's personal information; and</li> <li>c) 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.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Schedule A10 (Initial Delivery Program)	The information redacted is the entirety of the	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this</p>

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		<p>schedule with the exception of the title.</p>	<p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), Items 4(c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <ul style="list-style-type: none"> <li>a) the contractor's delivery strategy is a competitive differentiator of its proposal and therefore part of its successful bidding strategy. Significant investment may have been made by the contractor in the development and refinement of such delivery strategy and the initial Delivery Program could therefore contain the contractor's intellectual property. The contractor may benefit from using its intellectual property in future bids to obtain a commercial advantage;</li> <li>b) 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 and disruption during construction. Revealing the initial Delivery Program may create an expectation in the market in relation to the initial Delivery Program;</li> <li>c) revealing the information could 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 changes and evolves. The disclosure of this information could therefore place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future;</li> <li>d) the disclosure of the initial Delivery Program</li> </ul>

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				<p>could also diminish the competitive commercial value of information to the contractor and prejudice the contractor's legitimate business and commercial interests; and</p> <p>e) 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>
23.	Schedule A14 (DAB Agreement) - Recital (3), execution page and Appendix 3	The information redacted is names of the members of the DAB.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is names of the DAB members and revealing this information would disclose an individual's personal information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Schedule A15 (Independent Certifier Deed) - clause 7	The information redacted is the entirety of the clause with the exception of the title.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on</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 (together with other information which has also been redacted) sets out a unique arrangement designed by the Independent Certifier to apportion and manage</p>



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			<p>the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>risks associated with liabilities, insurance and indemnity. The Independent Certifier invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice the Independent Certifier's business, financial and commercial interests;</p> <p>b) exposing the redacted information would provide insight into the apportionment of risks assumed by the Independent Certifier in relation to liabilities, insurance and indemnity and other obligations that the Independent Certifier was prepared to price and accept. Exposing this information may provide insight into the Independent Certifier's views on its potential capabilities and likelihood of certain risks arising;</p> <p>c) revealing the Independent Certifier's appetite for risk and providing insight into its views on the likelihood of certain risks would place the Independent Certifier at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the Independent Certifier and prejudice its business, commercial and financial interests; and</p> <p>d) 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</p>

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				<p>interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Schedule A15 ( <i>Independent Certifier Deed</i> ) - Schedule 2 ( <i>Payment Schedule</i> )	The information redacted is the entirety of the schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins, discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), items 1(f), 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This dollar figures, time periods and percentage values for rate adjustments were also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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 the amount payable to the Independent Certifier for the performance of the Services, together with personal information regarding the names of Independent Certifier Personnel;</li> <li>b) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier and would also reveal the mechanism for determining the Upper Limiting Fee, breakdown of the Fee and adjustments that may be made to the Fee. Revealing this information is expected to provide insight into the Independent Certifier's profit margins;</li> <li>c) the Independent Certifier has developed its team so as to discharge its obligations under the contract effectively and disclosure of this information would result in the disclosure of the Independent Certifier's intellectual property;</li> <li>d) exposing the redacted information is expected to place the agency at a commercial disadvantage when negotiating payment schedules for future contracts of a similar nature, thereby prejudicing</li> </ul>

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			There is an overriding public interest against disclosure.	<p>the business and commercial interests of relevant third parties and the State. This is reasonably expected to have flow on effects to future Independent Certifiers that may be expected to share the costs of independent certification works; and</p> <p>e) 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>
26.	Schedule A15 ( <i>Independent Certifier Deed</i> ) - clause 1 of Schedule 3 ( <i>Minimum resources and surveillance levels</i> )	The information redacted is the names of contractors and their minimum commitment times.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive</i></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 Independent Certifier 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 Independent Certifier'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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Information)) to be Commercially Sensitive Information.</i></p> <p>There is an overriding public interest against disclosure.</p>	disclosure as events and circumstances change.
27.	Schedule A15 ( <i>Independent Certifier Deed</i> ) - Schedule 4 ( <i>Initial Certification and Monitoring Plan</i> )	The information redacted is the entirety of the draft Initial Certification and Monitoring Plan.	<p><i>Section 32(1)(a), paragraphs (d) of definition the of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest.</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> <ul style="list-style-type: none"> <li>a) the redacted information sets out in detail the Independent Certifier's Initial Certification and Monitoring Plan. That document was prepared by the Independent Certifier and submitted to TfNSW as part of the Independent Certifier's successful bid;</li> <li>b) the redacted information contains information aimed at ensuring the effective certification and monitoring of the Sydney Light Rail Project. Significant investment by the Independent Certifier was made in the development and refinement of the arrangement set out in the redacted document. The mechanism developed therefore contains the Independent Certifier 's intellectual property and provides visibility on the Independent Certifier's bidding strategy. The Independent Certifier may benefit from using their intellectual property in future bids to obtain a commercial advantage;</li> <li>c) as a result, exposing the redacted information is reasonably expected to prevent the Independent Certifier from using its competitive advantage,</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>diminish the competitive commercial value of information to the Independent Certifier's and prejudice the Independent Certifier's legitimate business, commercial or financial interests; and</p> <p>d) while there is a public interest in revealing the certification and monitoring plan, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Schedule A22 ( <i>Alstom CSELRV Supply Agreement</i> ) – definition of "General Liability Cap"	The information redacted is the entirety of the definition including a percentage and dollar figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive</i></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 is the general liability cap of the contractor in certain circumstances. Exposing the redacted information 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;</p> <p>b) the redacted information 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</p> <p>c) the public interest has been served by revealing the existence of a general liability cap. In light of</p>

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			<p><i>Information</i>) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>this disclosure there is an overriding public interest against the disclosure of the maximum liability of the contractor.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
29.	Schedule A22 ( <i>Alstom CSELRV Supply Agreement</i> ) – clause 19.15(a)(ii)	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the percentage of the CSELRV purchase price as the rate of liquidated damages to be paid by the contractor for delay in achieving Delivery of any CSELRV by the relevant Delivery Date. Exposing the redacted information 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>b) revealing the redacted information (or the consideration of this information with other information that is not redacted) would also provide insight into the Contractor's view on its ability to deliver the CSELRVs on time and the contractor's cost structure;</li> <li>c) the redacted information 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</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial interests; and</p> <p>d) the public interest has been served by revealing the existence of a liquidated damages regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
30.	Schedule A22 (Alstom CSELRV Supply Agreement) - clause 19.15(f)	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the maximum liability for liquidated damages to be paid by the contractor as a percentage of the Option Capital Price applicable to the CSELRV. Exposing the redacted information 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;</p> <p>b) the redacted information 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</p> <p>c) the public interest has been served by revealing the existence of a liquidated damages cap. In</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>In light of this disclosure there is an overriding public interest against the disclosure of the maximum liability of the contractor.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Schedule A22 (Alstom CSELRV Supply Agreement) – clause 20.2(d)	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the contractor's liability for Service Payment Deductions capped in the aggregate at a percentage of the Option Capital Price. Exposing the redacted information 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>b) the redacted information 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>c) the public interest has been served by revealing the existence of a cap on Service Payment Deductions. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages</li> </ul>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>and the maximum liability of the contractor.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Schedule A22 (Alstom CSELRV Supply Agreement) – clauses 22.1(a)-(b)	The information redacted is percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 is the amount of unconditional undertakings provided by the contractor for each Pre-Agreed Option. Exposing the redacted information 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>b) 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</li> <li>c) the public interest has been served by revealing the existence of the security. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Schedule A22 (Alstom CSELRV Supply	The information redacted is percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<p><i>Agreement</i> – clauses 43.1(w)(i)-(ii)</p>		<p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the percentage of the General Liability Cap to trigger a termination event. Exposing the redacted information 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>b) the redacted information 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;</li> <li>c) 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; and</li> <li>d) the public interest has been served by revealing the existence of a liquidated damages regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages and the maximum liability of the contractor.</li> </ul> <p><b>Review:</b> This information would be reviewed for</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
34.	Schedule A22 (Alstom CSELRV Supply Agreement) – clauses 2.1(a)-(b), clauses 2.2(a)-(b), clause 2.3 and clause 3 of Schedule D1 (Milestone Payments)	The information redacted is words, numbers, euro figures, percentage figures and calculations.	<p><i>Section 32(1)(a), paragraphs (b) and (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 information redacted is the purchase price of each CSELRV and capital cost payment for additional spare parts;</li> <li>b) revealing the redacted information may provide lucidity on unique project specific financing arrangements and cost structure and profit margin; and</li> <li>c) 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;</li> <li>d) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above. The public interest has been served by revealing that milestone payments have been agreed as a payment structure. In light of the disclosure of this information there is an overriding public interest against the disclosure of the point in</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>time such payments need to be made.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Schedule A22 ( <i>Alstom CSELRV Supply Agreement</i> ) – clause 3.5(b) of Schedule D4 ( <i>Net Financial Impact</i> )	The information redacted is a dollar figure, a percentage figure and words.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information is the overheads and margin the contractor is entitled to charge;</li> <li>b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to such 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 mechanism for determining the apportionment of risk between the parties. Given the extent of that disclosure there is an overriding public interest against the disclosure of the redacted information.</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
36.	Schedule A22 ( <i>Alstom CSELRV Supply Agreement</i> ) – clause 5.2(a) and clause 5.3(a) of Schedule D4 ( <i>Net Financial Impact</i> )	The information redacted is dollar figures and percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information is the portion of the negative Net Financial Impact TfNSW will be liable for if a Compensation Event is due to a general change in law or to NSW Government Policy and the portion of the positive Net Financial Impact the contractor must pay;</li> <li>b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to such 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 mechanism for determining the apportionment of risk between the parties. Given the extent of that disclosure there is an</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>overriding public interest against the disclosure of the redacted information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Schedule A22 (Alstom CSELRV Supply Agreement) – clause 3(d) of Schedule D6 (Termination Payments)	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margins and place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 a percentage of the relevant Option Capital Price, the contractor's compensation for lost profit if the contract is terminated under certain circumstances. The Termination Payment is an amount payable by TfNSW to the contractor under the contract and provides insight into the contractor's financing structure, cost structure and profit margins;</li> <li>b) revealing the redacted information would provide insight into the contractor's cost structure, equity return and profit margin;</li> <li>c) revealing the redacted 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</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</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disclosure of the actual percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Schedule B6 (Section Access Schedule)	The information redacted is dates.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information (together with other information) discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 the Section Access Dates from which the contractor will be given access to Sections of the Construction Site;</li> <li>b) the contractor's delivery strategy and the timing of works is a competitive differentiator of its proposal and therefore part of its successful bidding strategy. Significant investment may have been made by the contractor in the development and refinement of such strategy and the access dates, combined with other information, could therefore contain the contractor's intellectual property. The contractor may benefit from using its intellectual property in future bids to obtain a commercial advantage;</li> <li>c) the contractor has obligations under the contract with respect to accessing the Construction Site including obligations relating to preventing delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the dates would provide insight into the contractor's appetite for risk and its views of its capability in meeting those timeframes; and</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>d) the public interest has been served by revealing the existence of such dates and the Sections to which they apply and the regime regarding access. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise dates.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Schedule B9 ( <i>Occupation Fee Schedule</i> ) – clause 3	The information redacted is numbers and dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and 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 Daily Fees were also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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 the Daily Fee for each Fee area. Revealing the Daily Fee would disclose the value the contractor has agreed to pay for each day it is late in returning a Fee Zone;</p> <p>b) the provision is specific to the contractor's proposal and provides insight into the structure of its delivery program and the financing arrangements behind it;</p> <p>c) revealing this information would provide insight into the contractor's appetite for risk and its views of its capability in needing the delivery program. It would also expose the contractor's views on the likelihood of it being able to return Fee Zones on time; and</p> <p>d) the public interest has been served by revealing the existence of the Daily Fee regime and the</p>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>allocation of each Fee Zone. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise amount and periods.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definitions of "Base CSELR Service Kilometres Per Annum", "Base IWLR Service Kilometres Per Annum" and clause 1.10 of Annexure 1	The information redacted is kilometres.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), Items 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information sets out the base number of service kilometres for the CSELR and IWLR and kilometres for the calculation of the maintenance overhaul 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;</li> <li>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;</li> <li>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</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definition of "Base Final Completion Deduction Amount"	The information redacted is a dollar figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person</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 base number of the final completion amount which will be deducted from the Service Payment if the contractor is delayed in reaching Final Completion;</p> <p>b) exposing the redacted information is expected to provide insight into the contractor's views on the price of this risk. This would expose aspects of the contractor's cost structure and profit margin;</p> <p>c) revealing the contractor's appetite for risk and capabilities would place the contractor at a</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in projects of a similar nature. Revealing this amount is also expected to prejudice the contractor in future negotiations on projects of a similar nature. 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 deduction regime to incentivise the contractor to reach final completion. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the deduction.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definitions of "Base Maximum Deduction for Service Quality (BMDy)", "Base Maximum Revenue Management Deduction (BRMDy)", "Base Maximum Customer	The information redacted is dollar figures.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's financing arrangements, the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), item 4 (d) of the table in section 14</i></p> <p>The disclosure of this information could</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 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 provides insight into the contractor's financing structure. As a result, the redacted information provides lucidity on the</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Satisfaction Payment (BMPy)" and "Base Maximum Revenue Management Payment (BRMPy)"		prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure.	contractor's risk appetite and the core commercial payment-risk structure ultimately absorbed by the contractor. The disclosure of this information in Schedule D1 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 the contractor's cost structure and profit margins;  c) revealing the redacted 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  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.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
43.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definition of "Base Number of Services", "Base System	The information redacted is numbers and words.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>  The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  a) the redacted information sets out the base number of services, operating hours and service kilometres which in turn have flow on effects in

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Operating Hours", "Base Vehicle Operating Hours" and Annexure 6.		<p>potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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> <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 would 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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
44.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definition of "Bedding In Factor"	The information redacted is numbers and percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 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;</li> <li>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;</li> <li>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 would diminish the value of that information to the contractor and is expected to prejudice the contractor's legitimate business, commercial or</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>financial interests; and</p> <p>d) 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 of the Bedding In Factor.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definitions of "CDM Threshold", "CDM Value 1", "CDM Value 2", clause 5.1, clause 3 of Annexure 1 and clause (E) of Annexure 3	The information redacted is numbers and a formula.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The values and formulae used to calculate the</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 are values used to calculate the Daily CDM Tolerance and Journey Time Customer Delay Measure, including the formula. The amounts in turn provide lucidity on the risks that the contractor was willing to price and assume in relation to the timeliness of services and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Service Payment;</p> <p>b) 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 the agreed tolerances is also expected to prejudice the</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Daily CDM Tolerance information were also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractor in future negotiations. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the existence of a regime for calculating tolerances within the payment mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise values.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definition of "CSELR Kilometre Threshold"	The information redacted is a number.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against</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 is a value used to calculate the marginal maintenance price resulting from a change in CSELR fleet. The amount in turn provides lucidity on the risks that the contractor was willing to price and assume and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Service Payment;</p> <p>b) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature and is also expected to prejudice the contractor in future negotiations. This will diminish the value of that information to</p>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>the contractor and is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the existence and method for calculating the CSELR Kilometre Threshold. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
47.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definition of "Energy Price Index"	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against</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 is a percentage used to calculate the value of the energy adjustment specifically applied against energy usage and network charges as well as several other costs in the payment mechanism. The percentage in turn provides lucidity on the risks that the State assumes and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Service Payment;</p> <p>b) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature and is also expected to prejudice the contractor in future negotiations. This will diminish the value of that information to</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>the contractor and is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the existence of an energy adjustment mechanism. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 1 – definition of "Service Deduction" and clause 4.1	The information redacted is numbers, percentage figures and dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive</i></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 are dollar figures, percentages and formulas which set out the Availability Deduction for Missed Services and tolerances for an Operating Month;</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> <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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>expected to prejudice the contractor in negotiations with any third parties in relation to the provision of those additional services. This would 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 the Service Deduction, together with the formula to calculate the Availability Deduction for Missed Services. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Schedule D1 ( <i>Service Payment Regime</i> ) - clause 6.3 and clause (F) of Annexure 3	The information redacted is percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</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 are Service Quality KPI percentage weightings which shows the allocation for each Service Quality KPI;</p> <p>b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely risk associated with each KPI;</p> <p>c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>of a similar nature. Revealing such weightings is also expected to prejudice the contractor in negotiations with any third parties in relation to the provision of relevant 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 each category of KPI. In light of this disclosure there is an overriding public interest against the disclosure of the precise allocation of weightings.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 11.3	The information redacted is numbers, words and percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person</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 redacted information sets out Service Change Limitations where TfNSW is able to direct 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> <p>c) revealing the contractor's appetite for risk and capabilities would place the contractor at a</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 would 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 where TfNSW is able to direct a Service Change. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Schedule D1 ( <i>Service Payment Regime</i> ) – clause 13	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal</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 percentage which is retained by TfNSW for revenue earned through regeneration and exportation of electricity from the SLR to the electricity grid via the Ausgrid Connection Points or other connection;</p> <p>b) exposing the redacted information is expected to provide insight into the contractor's cost structure, profit margin and appetite for revenue</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>sharing;</p> <p>c) revealing the contractor's appetite for revenue sharing would place the contractor at a substantial commercial disadvantage in projects of a similar nature 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 sharing regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage share.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Schedule D1 (Service Payment Regime) – clause 21	The information redacted is a percentage figure.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person</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 is a percentage figure which will trigger the formula calculation for the Base Traffic Signal Aggregate Delay Amount;</p> <p>b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likelihood of traffic signal delays occurring;</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 this information is</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>also expected to prejudice the contractor in future negotiations. 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 formula. In light of this disclosure there is an overriding public interest against the disclosure of the percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Schedule D1 (Service Payment Regime) – clauses 1.7(b)-(d) and 1.7(f)-(h) of Annexure 1	The information redacted is cost per kilowatt-hour.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties</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 are values used to calculate the energy price and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Service Payment;</p> <p>b) exposing the redacted information is expected to provide insight into the contractor's views on the likely price and risk associated with electricity. This would expose aspects of the contractor's cost structure and profit margin;</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 this information is</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>(in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>also expected to prejudice the contractor in future negotiations. 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 basis of the calculation. In light of this disclosure there is an overriding public interest against the disclosure of the actual values.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Schedule D1 ( <i>Service Payment Regime</i> ) – clauses 1.8 and 1.9 of Annexure 1, clauses 2 and 4 of Annexure 1 and Annexure 5	The information redacted is words, numbers and formulae.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) discloses the contractor's cost structure or profit margins, discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</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 figures relating to platform weightings, vehicle weightings, approximate cumulative run time, service period durations, total number of services in each direction, operating service kilometres and other figures ultimately directed towards determining the optimal timetabling of services. The redacted information also includes the number of Services required as the maximum headway is adjusted;</p> <p>b) the redacted information sets out a unique arrangement aimed at ensuring the shortest headways for each number of Services. Significant investment was made in the development and refinement of this arrangement. The mechanism therefore contains</p>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>c) the public interest has been served by revealing that the contractor has committed to the number of LRVs required as maximum headways are altered. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Schedule D1 ( <i>Service Payment Regime</i> ) – Annexure 2	The information redacted is percentage figures, numbers and diagrams.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business</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 percentage weightings and values used for the measurement and assessment of KPIs which informs the Service Payment and any relevant deductions;</p> <p>b) revealing this information is expected to provide insight into the contractor's views on the likely price and risks associated with each KPI and also reveals the contractor's appetite for risk and capabilities which would place the contractor at a substantial commercial disadvantage in projects of a similar nature. Revealing this information is also expected to prejudice the contractor in future negotiations on similar projects. This</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>would 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>c) the public interest has been served by revealing each KPI, information on what is measured and how it is measured. In light of this disclosure there is an overriding public interest against the disclosure of the actual values and percentages.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Schedule D1 ( <i>Service Payment Regime</i> ) – Annexure 7	The information redacted is numbers.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against</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 number of seconds which will be subtracted from the calculation of the Actual Journey Time where the IWLR Actual Journey Time is measured using an alternative method;</p> <p>b) the amount provides lucidity on the risks that the contractor was willing to price and assume and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Service Payment;</p> <p>c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>of a similar nature and is also expected to prejudice the contractor in future negotiations. 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 and method for calculating the Actual Journey Time. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Schedule D3 (Base Case Financial Model)	The information redacted is the Base Case Financial Model.	<p><i>Section 32(1)(a), paragraphs (b), (c) and (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins, discloses the contractor's full Base Case Financial Model and 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>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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 information redacted is the contractor's full Base Case Financial Model;</p> <p>b) disclosure of this information would reveal the contractor's cost structure, profit margins and pricing for all the works and services;</p> <p>c) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements;</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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>this information there is an overriding public interest against the disclosure of the redacted information; and</p> <p>e) 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>
58.	Schedule D4 ( <i>Net Financial Impact</i> ) – clauses 2(b)-(g)	The information redacted is percentage and dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive</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 percentages and values used for the calculation of the Net Financial Impact for certain NFI Events;</p> <p>b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to such events and therefore provide insight into the contractor's cost structure, equity return and profit margin;</p> <p>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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and financial interests; and</p> <p>d) the public interest has been served by revealing the mechanism for determining the apportionment of risk between the parties. Given the extent of that disclosure there is an overriding public interest against the disclosure of the redacted information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Schedule D4 ( <i>Net Financial Impact</i> ) – clauses 3.5(b)-(c)	The information redacted is percentage and dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive</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 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;</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 redacted information is expected to diminish the value of the information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>c) the public interest has been served by revealing</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 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>
60.	Schedule D4 ( <i>Net Financial Impact</i> ) – clause 3.9	The information redacted is the entirety of the clause, including the title to that clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), items 4 (a), (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could place an agency at a competitive disadvantage in any market, 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>This information was also agreed by the parties</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 a mechanism to calculate payments between the parties with reference to an agreed delivery program and varying dates. The provision is specific to the contractor's proposal and provides insight into the structure of its delivery program and the contractor's financing arrangements;</li> <li>b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to such events and provide insight into the contractor's cost structure;</li> <li>c) revealing this information will also diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests; and</li> <li>d) while there is a public interest in revealing the</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>(in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>
61.	Schedule D5 ( <i>Pre-Agreed Options</i> ) – clause 1, Last Election Date	The information redacted is a date.	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's financing arrangements and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, could diminish the competitive commercial value of information to a person and could 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> <ul style="list-style-type: none"> <li>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;</li> <li>b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to evaluation of the contractor's proposal 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;</li> <li>c) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements; and</li> <li>d) the public interest has been served by revealing the description, effective date and nature of adjustments in the event that TfNSW exercises a</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Pre-Agreed Option. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Schedule D5 (Pre-Agreed Options) – clauses 4.1(a) and 4.1(c)	The information redacted is percentage figures.	<p><i>Section 32(1)(d), Item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, could diminish the competitive commercial value of information to a person and could prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information is the percentage of the insurance premium to be paid by TfNSW arising out of the Option 1A CSELRVs;</li> <li>b) the redacted information is the percentage of any adjustments to the Fee to the Independent Certifier to be paid by TfNSW arising out of the Option 1A CSELRVs;</li> <li>c) revealing the redacted information could prejudice the agency's business in negotiations with future contractor's; and</li> <li>d) the public interest has been served by revealing that TfNSW will pay a percentage of the cost of any additional insurance premium. In light of the disclosure of this information there is an overriding public interest against the disclosure of the actual percentage.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
63.	Schedule D5 (Pre-Agreed Options) – clauses 4.2(a)-(b) and 4.3	The information redacted is formulae.	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's financing arrangements and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, could diminish the competitive commercial value of information to a person and could prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information is formulae used to calculate the price adjustments for Pre-Agreed Options;</li> <li>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 providing the Pre-Agreed Options. This would expose aspects of the contractor's cost structure and profit margin;</li> <li>c) revealing the redacted information is also expected to provide lucidity on unique project specific financing arrangements; and</li> <li>d) the public interest has been served by revealing the components making up each formula. In light of the disclosure of this information there is an overriding public interest against the disclosure of the actual formula.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Schedule D5 (Pre-Agreed Options) – clause 5	The information redacted is percentage figures.	<p><i>Section 32(1)(a), paragraphs (b) and (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins</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 information redacted is the percentages of</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and 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>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the CSELRV price on which milestone payments must be made by TfNSW;</p> <p>b) revealing the redacted information may provide lucidity on unique project specific financing arrangements; and</p> <p>c) the public interest has been served by revealing that milestone payments have been agreed as a payment structure. In light of the disclosure of this information there is an overriding public interest against the disclosure of the point in time such payments need to be made.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Schedule D5 ( <i>Pre-Agreed Options</i> ) – clause 8.4	The information redacted is dates.	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's financing arrangements and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, could diminish the competitive commercial value of information to a person and could prejudice a person's</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 between the Option commencement date and 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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>c) revealing the redacted 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 information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
66.	Schedule D5 (Pre-Agreed Options) – clause 11	The information redacted is dates.	<p><i>Section 32(1)(a), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's financing arrangements and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, could diminish the</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 proposal at the bid stage. Revealing this information is expected to prejudice the</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and could prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 redacted 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 information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Schedule D5 ( <i>Pre-Agreed Options</i> ) – clauses 13(c)-(d) and 14(b)-(c)	The information redacted is dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (d) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</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 are amounts which the contractor must pay TfNSW if one of the Anzac Parade Options are exercised. Revealing this information would disclose the contractor's price for such works;</p> <p>b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the contractor's offer during the bid stage. Revealing this information is expected</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, could diminish the competitive commercial value of information to a person and could prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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; and</p> <p>c) the public interest has been served by revealing all the other details of the option. In light of the disclosure of this information there is an overriding public interest against the disclosure of the actual amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Schedule D6 ( <i>Termination Payments</i> ) – definition of "Force Majeure Subcontractor Breakage Costs"	The information redacted is words forming part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margins and place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against</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 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;</p> <p>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;</p> <p>c) revealing the contractor's appetite for risk with respect to termination would place the contractor at a substantial commercial disadvantage in</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>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</p> <p>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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Schedule D6 (Termination Payments) – definition of "Subcontractor Breakage Costs"	The information redacted is words forming part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margins and place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business</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 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;</p> <p>b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to termination events and therefore provide insight into the contractor's cost structure, equity return and profit margin;</p> <p>c) revealing the contractor's appetite for risk with</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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</p> <p>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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
70.	Schedule D6 (Termination Payments) – clause 4	The information redacted is words forming part of a formula.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose the contractor's cost structure or profit margins and place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive</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 a factor in calculating the Termination Payment if the contract is terminated by Voluntary Termination. The Termination Payment is an amount payable by TfNSW to the contractor under the contract;</p> <p>b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to such termination and therefore provide insight into the contractor's cost structure, equity return and profit margin;</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 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</p> <p>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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Schedule D7 (Financial Close Protocol)	The information redacted is the entirety of the Schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraphs (b), (c), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins, the contractor's full Base Case Financial Model, the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the</i></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 process and methodology adopted by the parties for solving the Base Case Financial Model at Financial Close. Revealing the regime in Schedule D7 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 redacted information ultimately provides lucidity on the payments to the contractor, revealing that</p>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information is expected to provide insight into the contractor's profit margins;</p> <p>c) revealing the regime in Schedule D7 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 redacted 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 involved.</p> <p><b>Review:</b> This information would be reviewed for</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
72.	Schedule D9 (Augmentations) – Definition immediately after the definition of "Augmentation Consultation Group", clause 10.1(c), clause 2.3(a)(iii) of Appendix 1 and clauses 5.2(a) and (d) of Appendix 2	The information redacted is words forming part of the definition.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information relates to the allocation of risks between TfNSW and the contractor regarding Augmentation. Exposing the redacted information 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;</li> <li>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;</li> <li>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 redacted information; and</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<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>
73.	Schedule D9 (Augmentations) – clause 3.2(g)	The information redacted is dollar figures.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against</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 the allocation of risks between TfNSW and the contractor regarding Augmentation. Exposing the redacted information 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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>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 redacted information; 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>
74.	Schedule D9 (Augmentations) – clause 10.3	The information redacted is the entirety of the clause.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's financing arrangements, discloses the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>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 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) revealing this information will provide insight into 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</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The percentages were agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>interests; and</p> <p>c) 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>
75.	Schedule D9 ( <i>Augmentations</i> ) – clauses 1.2 and 1.3 of Appendix 2	The information redacted is the entirety of the clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 pricing of Non-Contestable Components for the LRVs and O&amp;M Services and also the margin to be applied in the event of Augmentation;</p> <p>b) revealing this information would provide insight into the contractor's cost structure and profit margin. This is expected to prejudice its legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the existence of such commercial structure of the Augmentation. In light of this disclosure there is an overriding public interest against the disclosure of the redacted information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Schedule D9 ( <i>Augmentations</i> )	The information redacted is a	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence</i>	TfNSW weighed the competing public interest considerations and determined that there was an

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	– clause 3.2(c)(ii) of Appendix 2	percentage figure.	<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), Item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The percentages were agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage margin to be applied on costs in the event of Augmentation;</li> <li>b) revealing this information would provide insight into the contractor's cost structure and profit margin. This is expected to prejudice its legitimate business, commercial or financial interests; and</li> <li>c) the public interest has been served by revealing the existence of the margin for an Augmentation. In light of this 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>
77.	Schedule D10 ( <i>Insurances</i> ) – clauses 1 and 2	The information redacted is dollar figures.	<p><i>Section 32(1)(a), paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) discloses the contractor's financing arrangements, discloses the contractor's cost structure or profit</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 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</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>margins and 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><i>Section 32(1)(d), Item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>The monetary values of the deductibles in the tables were also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>maximum deductibles;</p> <p>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;</p> <p>c) the quantity of the insurance that the agency requires the contractor to effect may be taken as an indication of the risk 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</p> <p>d) knowledge of the extent of the contractor's obligation to provide 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>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
78.	Schedule D12 (Equity Purchase Deed)	The information redacted is the entirety of the Schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) discloses the contractor's cost structure or profit margins and 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><i>Section 32(1)(d), Items 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</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> <ul style="list-style-type: none"> <li>a) the redacted information sets out the basis upon which TfNSW may purchase the equity in the contractor in certain circumstances. The redacted information also sets out the basis for calculating the equity and any relevant payments;</li> <li>b) revealing the redacted information would provide insight into the contractor's cost structure, equity return and profit margin;</li> <li>c) revealing the contractor's equity return and profit margin would place the contractor at a substantial commercial disadvantage in projects of a similar nature and in any future negotiations. This is expected to prejudice its business, commercial and financial interests;</li> <li>d) the public interest has been served by revealing the existence of an equity purchase option. In light of this disclosure there is an overriding public interest against the disclosure of the redacted information; and</li> <li>e) this information also carries sensitivity for the reasons described above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule E1	The information	<i>Section 32(1)(c)</i>	TfNSW weighed the competing public interest



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>(Scope and Performance Requirements)</i> - clauses 2.2.3 and 2.2.4(a) of Appendix 4 ( <i>TfNSW and IC Site Facilities</i> )	redacted is the entirety of clause 2.2.3 with the exception of the title and words forming part of clause 2.2.4(a).	<p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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>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 information redacted sets out the security requirements on the TfNSW and IC Site Facilities including requirements for security locks, alarms, security patrol, and technology and communications infrastructure;</li> <li>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</li> <li>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) – clauses 4.12.3 and 4.12.4 of Appendix 11 ( <i>TfNSW's General Specifications G22 – Safety</i> )	The information redacted is words forming part of 4.12.3 and the entirety of clause 4.12.4 with the exception of the title.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency</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 information redacted is the system used to report incidents and hazards;</li> <li>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the</li> </ul>

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	<i>Management)</i>		<p>of the agency's functions and could 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>redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</p> <p>c) 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>
81.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) – clause 2.3.3 of Appendix 17 ( <i>Trackwork</i> )	The information redacted is numbers and calculations.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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 information redacted is the load factors and values to be used for the design of the LRV;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</p> <p>c) 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>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
82.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) – clauses 2.2.2, 2.2.3, 2.2.4, 2.2.6 and 2.2.7 of Appendix 18 ( <i>Civil and Structural Works</i> )	The information redacted is numbers, calculations and words.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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> <ul style="list-style-type: none"> <li>a) the information redacted is the operation and maintenance load values, the load factors for LRV loading, surcharge loading values and protection against threat;</li> <li>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</li> <li>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) – clauses 2.2.1(h) and 2.2.1(i) of Appendix 29 ( <i>Traction Power, Electrification</i> )	The information redacted is words.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency</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 information redacted is a performance and configuration requirement;</li> <li>b) the redacted information includes information, the disclosure of which may expose security</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Systems and Control)</i>		<p>of the agency's functions and could 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>vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</p> <p>c) 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>
84.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) – Attachment 1 of Appendix 30 ( <i>Utility Services</i> )	The information redacted is the entirety of the table.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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 information redacted sets out the requirements for Utility Services;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</p> <p>c) 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>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
85.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) - clauses 3.3.8 and 3.3.9 of Appendix 43 ( <i>Project Plan Requirements</i> )	The information redacted is the entirety of the clauses with the exception of the title.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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> <ul style="list-style-type: none"> <li>a) the information redacted is the security and incident management plan;</li> <li>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</li> <li>c) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) - Appendix 45 ( <i>Concept Design</i> )	The information redacted parts of the attachments.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could endanger the security of, or prejudice any system or</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 information redacted is the CSELRV Drawings, parts of the CSELRV Product Description and Performance Characteristics, the Modular Canopies, the Rail Maintenance and Stabling Facilities, the Schedule of Materials, Fittings, Fixtures and Finishes, the EMC Plan and the Earthing, Bonding and Strat Current</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>procedure for protecting, any place, property or vehicle.</p> <p>This information was also agreed by the parties (in Schedule A4 (<i>Commercially Sensitive Information</i>)) to be Commercially Sensitive Information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Management Plan which reveals the contractor's design for the SLR;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</p> <p>c) 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>
87.	Schedule E1 ( <i>Scope and Performance Requirements</i> ) - Appendix 48 ( <i>Design Commitments</i> )	The information redacted is the entirety of the appendix with the exception of the cover page.	<p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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 information redacted is the design commitment which the contractor must meet or exceed;</p> <p>b) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including protection against attack; and</p> <p>c) while there is a public interest in revealing the</p>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>
88.	Schedule E1 (Scope and Performance Requirements) - Appendix 49 (Operation Commitments)	The information redacted is the entirety of the appendix with the exception of the cover page.	<p><i>Section 32(1)(a), paragraph (d) of definition of the "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property.</p> <p><i>Section 32(1)(c)</i></p> <p>The disclosure of this information could reasonably be expected to affect public safety or security.</p> <p><i>Section 32(1)(d), item 1(f) and 2(e) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions and could 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> <ul style="list-style-type: none"> <li>a) the information redacted are the contractor's operational commitments which reveals the contractor's methodology in relation to its operational activities, service principles, operating strategy and protocols including the various standards it must meet or exceed when performing its operations functions;</li> <li>b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the contractor's offer during 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;</li> <li>c) the redacted information includes information, the disclosure of which may expose security vulnerabilities in the SLR. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the SLR including</li> </ul>

Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>protection against attack; 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>
89.	<p>Schedule F2 (<i>Initial Customer Service Plan</i>), Schedule F3 (<i>Initial Transition-In Management Plan</i>), Schedule F4 (<i>Initial Asset Management Plan</i>), Schedule F5 (<i>Initial Safety and Systems Assurance Plan</i>), Schedule F6 (<i>Initial Workplace Relations Management Plan</i>), Schedule F7 (<i>Initial Traffic and Transport Management Plan</i>), Schedule F8 (<i>Initial Utility Service</i></p>	<p>The information redacted is the entirety of the appendix with the exception of the cover page to each Schedule.</p>	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) discloses the contractor's cost structure or profit margins, disclosure of this information discloses the contractor's intellectual property and 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><i>Section 32(1)(d), items 1(f), 2(e), 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle, reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</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 information redacted is the contractor's initial project plans which sets out the contractor's methodology in relation to customer service, transition-in, asset management, safety and systems assurance, workplace relations, traffic and transport management and utility service treatments;</p> <p>b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the contractor's offer during 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; and</p> <p>c) 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</p>



Item	Project Deed clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>Treatment Plan)</i>		<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	disclosure as events and circumstances change.

# Government Information (Public Access) Act 2009

## Explanatory Table - Project Delivery Agreement

### Sydney Light Rail: Independent Certifier Deed

Capitalised terms in this table have the meaning given to them in the Sydney Light Rail Project Independent Certifier Deed (**IC Deed**) unless the context indicates otherwise.

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

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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Schedule A15 ( <i>Independent Certifier Deed</i> ),	The information redacted is the entirety of the	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	clause 7	clause with the exception of the title.	<p>The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins,</p> <p><i>Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <p>a) the redacted information, together with other information which has also been redacted, sets out a unique arrangement designed by the contractor to apportion and manage risks associated with liabilities, insurance and indemnity. The contractor invested significant time developing this arrangement and might be expected to benefit from using a similar arrangement in the future. Revealing this information is therefore expected to diminish the value of that information and prejudice the contractor's business, financial and commercial interests;</p> <p>b) exposing the redacted information would provide insight into the apportionment of risks assumed by the contractor in relation to liabilities, insurance and indemnity and other obligations that the contractor was prepared to price and accept. Exposing this information may provide insight into the contractor's views on its potential capabilities and likelihood of certain risks arising;</p> <p>c) revealing the contractor's appetite for risk and providing insight into its views on the likelihood of certain risks 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) TfNSW considers that any public interest in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>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>
2.	Schedule A15 ( <i>Independent Certifier Deed</i> ), Schedule 2 ( <i>Payment Schedule</i> )	The information redacted is the entirety of the Schedule with the exception of the title.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins, discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Items 1(f) and 4 (b) (c) and (d) of the Table to section 14</i></p> <p><i>Section 32(1)(d), items 1(f), 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against</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 the amount payable to the contractor for the performance of the Services, together with personal information regarding the names of Independent Certifier Personnel;</li> <li>b) revealing the redacted information would provide insight into the Fee to be received by the contractor and would also reveal the mechanism for determining the Upper Limiting Fee, breakdown of the Fee and adjustments that may be made to the Fee. Revealing this information is expected to provide insight into the contractor's profit margins;</li> <li>c) the Independent Certifier has developed its team 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;</li> <li>d) exposing the redacted information is expected to place the State, including TfNSW, at a</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			disclosure.	<p>commercial disadvantage when negotiating payment schedules for future contracts of a similar nature, thereby prejudicing the State. This is reasonably expected to have flow on effects to future contractors that may be expected to share the costs of independent certification works. The information is therefore expected to place the State and third parties at a commercial disadvantage and prejudice the business and commercial interests of relevant third parties; and</p> <p>e) 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>
3.	Schedule A15 ( <i>Independent Certifier Deed</i> ), clause 1 of Schedule 3 ( <i>Minimum resources and surveillance levels</i> )	The information redacted is the names of contractors and their minimum commitment times.	<p><i>Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest and 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><i>Section 32(1)(d), item 3(a) of the table in section 14</i></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 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Schedule A15 ( <i>Independent Certifier Deed</i> ), Schedule 4 ( <i>Initial Certification and Monitoring Plan</i> )	The information redacted is the entirety of the draft Initial Certification and Monitoring Plan.	<p><i>Section 32(1)(a), paragraphs (d) of definition of the "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's intellectual property in which the contractor has an interest.</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> <ul style="list-style-type: none"> <li>a) the redacted information sets out in detail the contractor's Initial Certification and Monitoring Plan. That document was prepared by the Independent Certifier and submitted to TfNSW as part of the contractor's successful bid;</li> <li>b) the redacted information contains information aimed at ensuring the effective certification and monitoring of the Sydney Light Rail Project. Significant investment by the Independent Certifier was made in the development and refinement of the arrangement set out in the redacted document. The mechanism developed therefore contains the Independent Certifier 's intellectual property and provides visibility on the contractor's bidding strategy. The Independent Certifier may benefit from using their intellectual property in future bids to obtain a commercial advantage;</li> <li>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 to the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>contractor and prejudice the Independent Certifier's legitimate business, commercial or financial interests; and</p> <p>d) while there is a public interest in revealing the certification and monitoring plan, this consideration is outweighed by the concerns above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>