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

**Explanatory Table**

**Sydney Metro City & Southwest – Sydney Yard Access Bridge Contract**

**Contract Number: SMCSW-141**

Transport for NSW (**TfNSW**) notes that Exhibit 1 (*Reference Documents for Sydney Metro Requirements*) contain over **58MB** of material. Due to the large size of these files and technical file size limitations, these documents to the Sydney Metro City & Southwest – Sydney Yard Access Bridge Contract (**SYAB Contract**) could not be made available on TfNSW's contracts register. TfNSW has determined to make such information available by inspection at its offices. Please contact [***insert name***] on [***insert contact number and email***] to arrange a time to inspect.

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

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

* + 1. identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
		2. weighed each redaction against the following key public interest considerations for disclosure:
			1. promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
			2. creating public awareness and understanding on issues of public importance;
			3. enhancing government transparency and accountability;
			4. informing the public about the operations of the agency;
			5. ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
			6. ensuring fair commercial competition within the economy.

| Item | SYAB Contract clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
|  | Clauses 2.7(b)(i) and 2.7(c)(i) of the General Conditions. | The information redacted is percentages. | *Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentages of two unconditional undertakings which the Contractor is required to provide to TfNSW as security for the Contractor's performance of the Contract;
2. exposing the redacted information could reveal the apportionment and level of risks the Contractor was prepared to price and accept and may also provide insight into the Contractor's cost structure;
3. revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature and may prejudice the Contractor's legitimate business, commercial or financial interests; and
4. the public interest has been served by revealing the existence of the requirement to provide unconditional undertakings. In light of this disclosure there is an overriding public interest against the disclosure of the actual percentages involved.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 6.9(g)(ii) of the General Conditions. | The information redacted is percentages. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure.  | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentage which the Contract Sum will be decreased if a Contractor initiated Change gives rise to a cost saving;
2. exposing the redacted information would reveal the apportionment of risks assumed by the Contractor in relation to Contractor initiated Changes and therefore the level of risk that the Contractor was prepared to price and accept. Exposing this information may also provide visibility on the Contractor's profit margins; and
3. the public interest has been served by revealing the mechanism for the Contractor initiating Changes. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 11.6(a) and (b) of the General Conditions. | The information redacted is percentages. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure.  | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentage which TfNSW is not obliged to pay the Contractor unless the Contractor provides TfNSW with certain documents or fulfils certain requirements;
2. exposing the redacted information would reveal the apportionment of risks assumed by the Contractor in relation to the provision of documents and other requirements 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
3. the public interest has been served by revealing the mechanism for payment 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 percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 15.10(a)(ii) of the General Conditions. | The information redacted is dollar amounts. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure.  | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out monetary threshold amounts for a binding decision through expert determination;
2. revealing the redacted information would place the parties 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
3. the public interest has been served by revealing the mechanism for obtaining expert determination by the parties. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Execution page of the General Conditions. | The information redacted is personal information.  | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | 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 are names and signatures and revealing this information would disclose personal information of individuals.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.**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Defects Rectification Period (*clause 1.1*). | The information redacted is a time period. | *Section 32(1)(a), paragraphs (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information contains the period in which the Contractor is required to rectify defects;
2. exposing the redacted information would reveal the apportionment of risks assumed by the parties in relation to Defect rectification and therefore the level of risk that the parties were prepared to accept; and
3. the public interest has been served by revealing the existence of a Defect Rectification Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise duration of the Defect Rectification Period.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Environmental Representative (*clause 1.1*). | The information redacted is personal information. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is the name of a person and revealing this information would disclose an individual's personal information; and
2. 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.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particular*) – Original Contract Price (*clause 1.1*) | The information redacted is a dollar amount. | *Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure.  | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the Original Contract Price;
2. exposing the redacted information would reveal the apportionment of risks assumed by the parties in relation to the Contractor's Activities and therefore the level of risk that the parties were prepared to accept. Exposing this information may also provide insight into the Contractor's cost structure; and
3. revealing the redacted information would place the parties 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Principal's Representative (*clause 1.1*). | The information redacted is personal information. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is the name of a person and revealing this information would disclose an individual's personal information; and
2. 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.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Contractor's Personnel (*clauses 2.1(d) and 9.4*). | The information redacted is personal information. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is the name of a person and revealing this information would disclose an individual's personal information; and
2. 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.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Amount for approval of Subcontracts (*clause 2.2(b)*). | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the initial subcontract amount which the Contractor is required to obtain approval from TfNSW prior to entering into a subcontract in excess of the initial subcontract amount;
2. exposing the redacted information would reveal the apportionment of risks assumed by the Contractor in relation to subcontracts and therefore the level of risk that the Contractor was prepared to price and accept;
3. revealing the redacted information would place the parties 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
4. the public interest has been served by revealing the existence of an approval mechanism for subcontracts over a certain amount. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Subcontract prices for which security of payment provisions are required (*clause 2.2(e)(i)*). | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the subcontract prices for which security of payment provisions are required;
2. exposing the redacted information would reveal the apportionment of risks assumed by the Contractor in relation to subcontracts and therefore the level of risk that the Contractor was prepared to price and accept;
3. 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
4. the public interest has been served by revealing the existence of an approval mechanism for Subcontracts over a certain amount and the requirement for Security of Payment provisions in certain subcontracts. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Subcontractors required to execute deed in form of Schedule A9 (*clause 2.2(e)(iv)*) | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out an amount which, if exceeded, requires Subcontractors to execute a novation deed in favour of TfNSW;
2. exposing the redacted information would reveal the apportionment of risks between the parties in relation to subcontracts and therefore the level of risk that the parties were prepared to accept;
3. 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 would provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing the existence of requirements for Subcontracts over a certain amount. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Rate for determining increase in Contract Sum for failure to give access (*clause 3.1(e)(ii)*) | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the rate for determining the increase in the Contract Sum for a failure by TfNSW to give access to the Site;
2. exposing the redacted information would reveal the apportionment of risks assumed by the parties in relation to TfNSW failing to give access to the Site and therefore the level of risk that the parties were prepared to accept. Exposing this information may also provide insight into the Contractor's cost structure;
3. revealing the redacted information would place the parties 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 would provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing the existence of rates for determining increases to the Contract Sum for failure to give access to the Site. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Percentages to be applied to Changes and daywork costs (*clauses 6.4 and 6.7).* | The information redacted is percentages. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentages to be applied to Changes and daywork costs;
2. exposing the redacted information would reveal the apportionment of risks assumed by the Contractor in relation to the percentage to be applied to the valuation of Changes and daywork costs and therefore the level of risk that the Contractor was prepared to price and accept;
3. exposing this information would provide insight into the Contractor's potential capabilities and its views on the likelihood of those risks arising and would provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing the mechanism for valuating Changes and daywork costs. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Percentages for Overhead Costs and profit (*clause 7.3(b)(ii)B.2).* | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.,*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentages to be applied when determining Overhead Costs and profit for Provisional Sum Work if the parties fail to agree on an amount for an item of Provisional Sum Work;
2. exposing the redacted information would reveal the commercial position assumed by the Contractor in relation to the percentages for Overhead Costs and profit and what the Contractor was prepared to price and accept;
3. exposing this information may provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing the mechanism for determining Overhead Costs and profits in respect of Provisional Sum Work. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – New Defects Rectification Period (*clause 8.6*). | The information redacted is a time period. | *Section 32(1)(a), paragraphs (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.,*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information contains the period in which the Contractor is required to extend the Defects Rectification Period. Exposing the redacted information could provide insight into the Contractor's due diligence regime and its views on the likelihood of risks arising;
2. exposing the redacted information would reveal the apportionment of risks assumed by the Contractor in relation to an extension of the Defect Rectification Period 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 may provide visibility on the Contractor's profit margins; and
3. the public interest has been served by revealing the existence of a mechanism to extend the Defect Rectification Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise duration for the Defect Rectification Period.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Rate to be used in determining delay damages (*clause 10.12*). | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the rate to be applied when determining delay damages;
2. exposing the redacted information would reveal the apportionment of risks assumed by the parties in relation to costs as a direct result of a delay and therefore the level of risk that the parties were prepared to accept. Exposing this information may also provide insight into the Contractor's cost structure and profit margins;
3. revealing the redacted information would place the parties 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
4. the public interest has been served by revealing the existence of a rate to be used in determining delay damages. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Percentages to be applied for Compression (*clause 10.14(e)(ii)B.1*). | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentages to be applied to costs incurred by the Contractor if TfNSW directs the Contractor to compress the performance of the Contractor's Activities to minimise the effects of a delay;
2. exposing the redacted information would reveal the apportionment of risks assumed by the parties in relation to the percentages to be applied for Compression and therefore the level of risk that the parties were prepared to price and accept;
3. exposing this information may also provide insight into the Contractor's potential capabilities and its views on the likelihood of those risks arising and would provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing the mechanism for determining costs if TfNSW directs the Contractor to compress the Contractor's Activities to minimise a delay. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Limit of liability for liquidated damages for delay (*clause 12.7(e)*). | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the limit of liability for liquidated damages for delay as a percentage;
2. exposing the redacted information would reveal the apportionment of risks assumed by the parties in relation to the limit of liability for liquidated damages for delay;
3. exposing this information may also provide insight into the Contractor's potential capabilities and its views on the likelihood of those risks arising and would provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing the mechanism for determining the limit of liability for liquidated damages for delay. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) –Insurance (*clauses 13.4, 13.5 and 13.6*). | The information redacted is dollar amounts. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information contains percentages and dollar amounts which relate to various categories of insurance that the Contractor is required to effect and maintain;
2. revealing the quantum of insurance may provide insight into the Contractor's cost structure;
3. the quantity of the insurance that TfNSW 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 would provide visibility on the Contractor's profit margins; and
4. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Amount for termination for convenience(*clause 14.10(a)(vi)*)*.* | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentage to be applied to amounts payable if TfNSW terminates the Contract for convenience;
2. exposing the redacted information would reveal the apportionment of risk assumed by the parties if TfNSW terminates the Contract for convenience and therefore the level of risk that the Contractor was prepared to price and accept;
3. exposing this information may provide insight into the Contractor's potential capabilities and its views on the likelihood of those risks arising, and would provide visibility on the Contractor's profit margins; and
4. the public interest has been served by revealing that amounts are payable if TfNSW terminates the Contract for convenience. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentage.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A1 (*Contract Particulars*) – Executive Negotiator Personnel (*clause 15.5*). | The information redacted is personal information. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is names of people and revealing this information would disclose personal information of individuals; and
2. 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.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A2 (*Milestones*). | The information redacted is dollar amounts and time periods. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information contains the rates and durations of liquidated damages to be paid by the Contractor in respect of each Milestone. 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;
2. the redacted information would prejudice the Contractor in future negotiations on similar projects. Revealing that information would reduce the competitive commercial value of that information to the Contractor and prejudice the Contractor's legitimate business and commercial interests and would provide visibility on the Contractor's profit margins; and
3. the public interest has been served by revealing the existence of a liquidated damages regime in respect of Milestones. In light of this disclosure there is an overriding public interest against the disclosure of the precise amount of the liquidated damages and the liability of the Contractor.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A8 (*Contractor's Personnel*). | The information redacted is personal information. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is names of people and revealing this information would disclose personal information of individuals; and
2. 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.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A11 (*Form of Contractor Deed Poll*). | The information redacted is dollar amounts. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the maximum liability which the Contractor will have to Sydney Trains or NSW Trains for each event resulting in a delay to rail services or for late return of a Track Possession;
2. exposing the redacted information would reveal the apportionment of risks between the parties in relation to liability which the Contractor will have for each event resulting in a delay to rail services or for late return of a Track Possession and therefore the level of risk that the parties were 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
3. the public interest has been served by revealing the Contractor's maximum liability for each event resulting in a delay to rail services or for late return of a Track Possession. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A16 (*Deed of Disclaimer*). | The information redacted is personal information.  | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | 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 the names and signatures of people and revealing this information would disclose personal information of individuals.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.**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule A19 (*Reliance Letters*) | The information redacted is personal information.  | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | 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 the names and signatures of people and revealing this information would disclose personal information of individuals.**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule C1 (*Scope of Works and Technical Criteria*) – clauses 2.2(vi) (*Works*) and 4.12 (*Security Measures*) | The information redacted is words. | *Section 32(1)(c)*The disclosure of this information could reasonably be expected to affect public safety or security.*Section 32(1)(d), item 1(f) and 2(e) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the security measures for the Sydney Yard Access Bridge project which forms part of the Sydney Metro City & Southwest project;
2. disclosure of the redacted information may expose the Sydney Metro City & Southwest project to various security risks including the ability to control Site access. Revealing the redacted information is therefore expected to endanger the security of, and prejudice the system developed for protecting, the Sydney Metro City & Southwest project; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E5 (*Third Party Agreements*) – *Attachment 1: Global Safety Interface Agreement with Sydney Trains* | The information redacted is words. | *Section 32(1)(c)*The disclosure of this information could reasonably be expected to affect public safety or security.*Section 32(1)(d), item 1(f) and 2(e) of the table in section 14*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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out safety management system requirements to be carried out by Sydney Trains in respect of railway operations that may interface with Sydney Metro City & Southwest;
2. disclosure of the redacted information may expose the Sydney Metro City & Southwest project to various safety risks including interference with railway operations carried out by Sydney Trains. Revealing the redacted information is therefore expected to endanger the safety of, and prejudice the system developed for protecting, the Sydney Metro City & Southwest project; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E5 *(Third Party Agreements*) – Attachment 2: *Licence for Access with State Transit Authority of NSW* | The information redacted is words and drawings.  | *Section 32(1)(d), items 1(f) and 4 (b), (c) and (d) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the agreement between TfNSW and the State Transit Authority which allows TfNSW to access, use and occupy certain land for the purpose undertaking the works associated with the SYAB Contract;
2. revealing the redacted information would prejudice TfNSW in negotiating future contracts of this nature, diminish the competitive commercial value of the information and prejudice a person's legitimate business, commercial and financial interests; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule E5 *(Third Party Agreements*) – Attachment 4: *Draft Works Authorisation Deed* | The information redacted is words. | *Section 32(1)(d), items 1(f) and 4 (b), (c) and (d) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the agreement between TfNSW and Roads and Maritime Services (RMS) under which RMS authorises TFNSW to carry out certain works.in respect of the SYAB Contract;
2. revealing the redacted information would prejudice TfNSW in negotiating future contracts of this nature, diminish the competitive commercial value of the information and prejudice a person's legitimate business, commercial and financial interests; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule F1 (*Payment Breakdown Schedule*). | The information redacted is dollar amounts. | *Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, 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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the amounts payable to the Contractor for the performance of the Contractor's Activities;
2. revealing the redacted information would provide insight into the payment to be received by the Contractor and would also reveal the mechanism for determining the breakdown of the payments and adjustments that may be made to the payments. Revealing this information would provide visibility on the Contractor's profit margins;
3. exposing the redacted information would place the Contractor at a commercial disadvantage when negotiating payment schedules for future contracts of a similar nature, and would prejudice the business and commercial interests of relevant third parties; and
4. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule F2 (*Prices and Rates for valuation of Changes, Direct Costs and Overhead Costs*). | The information redacted is dollar amounts. | *Section 32(1)(a), paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*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.*Section 32(1)(d), items 1(f) and 4(b), (c) and (d) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions, 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.There is an overriding public interest against disclosure. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the prices and rates for the valuation of Changes, Direct Costs and Overhead Costs and would provide insight into the Contractor's cost structure or profit margins to be received by the Contractor. Revealing this information would provide insight into the Contractor's profit margins;
2. exposing the redacted information would place the Contractor at a commercial disadvantage when negotiating rates and prices for future contracts, and would prejudice the business and commercial interests of relevant third parties; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule F4 (*Parent Company Guarantee*). | The information redacted is a percentage figure. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*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.There is an overriding public interest against disclosure.  | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentage for the Specified Rate of interest on all amounts due and payable by the Guarantor under the Parent Company Guarantee;
2. exposing the redacted information could reveal the apportionment and level of risks the Contractor and the Guarantor were prepared to price and accept and may also provide insight into the Contractor's cost structure;
3. revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature and may prejudice the Contractor's legitimate business, commercial or financial interests; and
4. the public interest has been served by revealing the existence of the requirement to provide a Parent Company Guarantee. In light of this disclosure there is an overriding public interest against the disclosure of the actual percentages involved.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Exhibit 1 (*Reference Documents for Sydney Metro Requirements*) - Compact Disc | The information redacted is personal information.  | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | 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 the signature of people and revealing this information would disclose personal information of individuals.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.**Review**: This information would be reviewed for disclosure as events and circumstances change. |