

# Government Information (Public Access) Act 2009

## Explanatory Table

### Sydney Metro City & Southwest – Tunnel and Station Excavation Works Design and Construction Deed

#### Contract Number: 00013/11200

Transport for NSW (**TfNSW**) notes that Schedule A18 (*Information Documents*), Schedule C1 (*Scope of Works and Technical Criteria*) and Schedule F1 (*Electronic Files*) contain over 7GB of material. Due to the large size of these files and technical file size limitations, these documents to the Sydney Metro City & Southwest – Tunnel and Station Excavation Works Design and Construction Deed (**TSE 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 Sam Field at Sam.Field@transport.nsw.gov.au to arrange a time to inspect.

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

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

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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Clause 1.1 – definition of Act of Prevention	The information redacted is a date	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the date by which the Principal's Representative must provide a Direction with respect to an Adjustment Item for a Change to not be an Act of Prevention;</li> <li>b) exposing the redacted information would reveal the period that the TSE Contractor was willing to accept the risk for an Adjustment Item;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by disclosing the mechanism.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 – definition of Construction Contract Sum	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out Construction Contract Sum, being the dollar amount that the Principal is to pay the TSE Contractor for the construction work to be performed under</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>the TSE Contract;</p> <p>b) exposing the redacted information would reveal the amount that the TSE Contractor was willing to accept for the construction work (and all affiliated risks) under the TSE Contract . Exposing this information may provide insight into the TSE Contractor's profit margins;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the dollar amount for the Project Contract Sum.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 1.1 – definition of Design Contract Sum	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Design Contract Sum, being the dollar amount that the Principal is to pay the TSE Contractor for its design services under the TSE Contract;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>b) exposing the redacted information would reveal the amount that the TSE Contractor was willing to accept for the design work (and all affiliated risks) under the TSE Contract . Exposing this information may provide insight into the TSE Contractor's profit margins;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the dollar amount for the Project Contract Sum.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 1.1 – definition of Excusable Cause of Delay	The information redacted is paragraphs.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out a number of project-specific grounds under which the TSE Contract will be entitled to an extension of time for the Project Works;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>(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 TSE Contractor's cost structure or profit margins and would place the TSE 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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to a number of key risks that may delay the Project Works, and therefore the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may provide insight into the TSE Contractor's views on the likelihood of certain risks arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions; and</p> <p>d) the public interest has been served by disclosing market-standard delay events. In light of this disclosure there is an overriding public interest against the disclosure of the redacted delay event.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clause 1.1 –	The information	<i>Section 32(1)(a), paragraphs</i>	The Principal weighed the competing public interest considerations

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	definition of Key Plant and Manufacturing Country	redacted is specific countries.	<p><i>(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 TSE Contractor's cost structure or profit margins and would place the TSE 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>and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information identifies the Key Plant and Equipment Manufacturing Countries. The definition of Key Plant and Equipment Manufacturing Countries is relevant to determining the scope of events that may give rise to a Force Majeure event under the TSE Contract;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to a Force Majeure Event within and outside of Key Plant and Equipment Manufacturing Country, and therefore the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may provide insight into the TSE Contractor's views on the likelihood of certain Force Majeure Events arising;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by disclosing the fact that the definition of a Force Majeure Events is limited to such events occurring within Australia or a Key Plant and Manufacturing Country.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
6.	Clause 1.1 – definition	The information redacted is a definition.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to a key risk. Exposing this information may provide insight into the TSE Contractor's views on the likelihood of that key risk arising; and</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 1.1 – definition of Month 1 Payment	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the Month 1 Payment;</li> <li>b) exposing the redacted information would reveal the amount that the TSE Contractor was willing to accept for the Month 1 Payment. Exposing this information may provide insight into</li> </ul>

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			<p>profit margins and would place the TSE 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>the TSE Contractor's profit margins;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by disclosing the dollar amount for the Project Contract Sum.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 1.1 – definition	The information redacted is a 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 TSE Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the TSE Contractor's liability, and therefore the level of risk that the TSE Contractor was willing to price and accept in relation to that risk. Exposing this</p>



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			<p>profit margins and would place the TSE 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 may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Clause 1.1 – definition of Principal's Representative Statement	The information redacted is paragraphs.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out statements of the Principal's Representative in relation to clauses that have been wholly redacted (clauses 9.6(b), 10.7A(c), 10.13(d)(ii), 10.16(c), 10.17(c), 17.8(a) and 17.8(d)); and</p> <p>b) the redaction is made for the reasons set out in clauses</p>

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			<p>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>9.6(b), 10.7A(c), 10.13(d)(ii), 10.16(c), 10.17(c), 17.8(a) and 17.8(d) above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clause 1.1 – definition	The information redacted is 2 x definitions.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information relates to a clause that has been redacted in its entirety (clause 10.9A); and</li> <li>b) the efficacy of the redaction to clause 10.9A is dependent the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clause 10.9A.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 1.1 – definition	The information redacted is a 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 TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information relates to redactions in clauses 4.9(a) and (c); and</li> <li>b) the efficacy of the redaction to clauses 4.9(a) and (c) is dependent the definition also being redacted. The explanation</li> </ul>

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			<p>Contractor's cost structure or profit margins and would place the TSE 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>for the redaction of this definition is set out in the explanation regarding clauses 4.9(a) and (c).</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 1.1 – definition of TSE Contractor Guarantor	The information redacted is 2 entities.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information regulates the Parent Company Guarantees to be provided by the TSE Contractor to the Principal;</li> <li>b) exposing the redacted information would reveal the nature and</li> </ul>

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			<p>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>scope of the Parent Company Guarantees that the TSE Contractor was willing to provide in relation to the project. It may also provide insight into the TSE Contractor's views on the likelihood of the Principal having a right against the Parent Company Guarantor;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that Parent Company Guarantees are required from the TSE Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 1.1 – definition	The information redacted is 2 x definitions.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information relates to clauses that have been redacted in their entirety (clauses 15.2(c) and (d)); and</p> <p>b) the efficacy of the redaction to clauses 15.2(c) and (d) is dependent the definition also being redacted. The explanation for the redaction of this definition is set out in the explanation regarding clauses 15.2(c) and (d).</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	<p>Clause 3.2(b), (i)(i), (i)(ii) and (j)(i) – Subcontracts</p>	<p>The information redacted is dollar amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the value of Subcontracts which: <ul style="list-style-type: none"> <li>a. require consent from the Principal's Representative;</li> <li>b. must be disclosed to the Principal's Representative; and/or</li> <li>c. must include the provisions set out in Schedule A4 in the Subcontract;</li> </ul> </li> <li>b) the redacted information reflects the risk priced and accepted by the TSE Contractor. I may also provide insight into the TSE Contractor's underlying cost structure; and</li> <li>c) the public interest has been served by revealing the existence of certain obligations on the TSE Contractor in relation to subcontracts exceeding certain threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
15.	Clause 3.4(c) – Utility Services	The information redacted is a clause.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the responsibilities of the parties in relation to the discovery of certain Utility Service Works;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to specific Utility Service Works, and therefore the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of certain risks concerning utility works arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>	
16.	Clause 4.1(a) – Unconditional Undertakings	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage of the Project Contract Sum that the TSE Contractor must provide to the Principal as an unconditional undertaking;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor of default events, and therefore the level of risk that the TSE Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of default events arising;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the TSE Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clause 4.4(a) and (b) – Release of unconditional undertaking	The information redacted is 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 TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the date by which the Principal must release the unconditional undertakings;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to security, and therefore the level of risk that the TSE Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the TSE Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of precise dates.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 4.4(b) – Release of unconditional undertaking	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the amount of the unconditional undertaking that the Principal can withhold on the date 18 months after the Date of Completion as a percentage of the cost of rectifying any outstanding Defects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to in relation to the rectification of defects 18 months after the Date of Completion, and therefore the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the TSE Contractor. In light of the disclosure of this information 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>
19.	Clause 4.9(a), (c), (d) and (e) – Parent Company Guarantees	The information redacted is part of a clause and entire clauses	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information regulates the Parent Company Guarantees to be provided by the TSE Contractor to the Principal;</p> <p>b) exposing the redacted information would reveal the nature and scope of the Parent Company Guarantees that the TSE Contractor was willing to accept in relation to the project. It may also provide insight into the TSE Contractor's views on the likelihood of the Principal having a right against the Parent Company Guarantor;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that Parent Company Guarantees are required from the TSE Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 5.11 – Rock breaking and other noise generating activities	The information redacted refers to amounts of time.	<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 TSE Contractor's cost structure or profit margins and would place the TSE 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)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>(i) amounts of time that the TSE Contractor must consider restricting noise generating to so as to mitigate the impact of noise on receivers; and</li> <li>(ii) the minimum number of hours of noise generating activity that the TSE Contractor must be permitted to undertake under the Project Planning Approval;</li> </ul> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to potential planning restrictions on noise generating activities, and therefore the level of risk that the TSE Contractor was willing to price and accept;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by the disclosure of the Project Planning Approval. The Project Planning Approval sets out explicit restrictions on certain works. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific number of hours.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clause 9.6 – Construction Traffic Management Plan assumptions	The information redacted is paragraphs.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the assumptions of the TSE Contractor in relation to the TSE Contractor's activities under the Construction Traffic and Management Plan;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the risk of rejection of the Traffic Management Plan by the Secretary of the Department of Planning &amp; Environment. Exposing this information may provide insight into the TSE Contractor's views on the likelihood of this risk arising;</p> <p>c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by the disclosure of the Project Planning Approval. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific number of hours.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 10.7A – clause	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the responsibilities of the parties in relation to the occurrence of a key risk on the project;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the occurrence the particular event, and therefore the level of risk that the TSE Contractor was willing to price and accept in relation to that event. Exposing this information may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of certain risks arising; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the TSE 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>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Clause 10.9A	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the responsibilities of the parties in relation to the occurrence of a key risk on the project;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the occurrence the particular event, and therefore the level of risk that the TSE Contractor was willing to price and accept in relation to that event. Exposing</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of certain risks arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clause 10.13(d) and (e) – Contamination	The information redacted is paragraphs.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the rights and obligations of parties in relation to the Remediation of Compensable Contamination in Key Contamination Areas;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>(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 TSE Contractor's cost structure or profit margins and would place the TSE 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>apportionment of risk between the Principal and the TSE Contractor in relation to Compensable Contamination in Key Contamination Areas, and therefore the level of risk that the TSE Contractor was willing to price and accept in relation to contamination risk; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
25.	Clause 10.16(a)(v), (a)(vi), (a)(vii)(E), (b), (c), (d), (e), (f), (g) and (h) – Third Party Agreements	The information redacted is entire clauses.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the information redacted set out the rights and obligations of the parties in relation to the Third Party Agreements;</li> <li>(b) the Principal is still in the process of negotiating the Third Party Agreements. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</li> <li>(c) in doing so, revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 10.16A – Adjoining Properties Clause 10.16B – Adjoining Properties – Schedule D7A Clause 10.17 –	The information redacted is the entire 3 x clauses.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties (including for the Adjoining Property set out in Schedule D7) and Adjoining Property Easements;</li> <li>(b) the Principal is still in the process of negotiating with adjoining</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Adjoining Property Easements		<p><i>"commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>property owners. If the redacted information were disclosed, adjoining property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>(c) in doing so, revealing the information could prejudice the Principal's legitimate business, commercial or financial interests, and also prejudice the Principal's effective procurement of third parties for the project, thereby compromising the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Clause 10.21 – Flood modelling	The information redacted is a	<i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		date	<p><i>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>against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) information redacted is the date by which the TSE Contractor must provide the Principal with the Flood Model and the Flood Modelling Design Report;</li> <li>b) exposing the redacted information would reveal the timeframe the TSE Contractor was willing to accept in relation to this deliverable and may also provide insight into the TSE Contractor's business activities;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the fact the obligation to provide the Flood Model and Flood Modelling Design Report. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise date.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Clause 10.22 – 329 Pitt Street	The information redacted is the clause in its entirety.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) information redacted set out the rights and obligations of the parties in relation to 329 Pitt Street;</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>b) the Principal is still in the process of negotiating access to 329 Pitt Street. If the redacted information were disclosed, the relevant landowner may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) in doing so, revealing the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests. It may also prejudice the Principal's effective procurement of 329 Pitt Street for the project, thereby compromising the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
29.	Clause 12.16 – Design Life	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets the TSE Contractor's liability in respect of the Design Lives of specific parts of the Project Works; and</li> <li>b) exposing the redacted information would also reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the Design Lives of specific parts of the Project Works, and therefore the level of risk that the TSE Contractor was willing to price and accept;</li> <li>c) the length of time that claims may be made with respect to design life was also a key part of the proposal for the TSE Contractor. The time periods provide lucidity on the contractor's capabilities, and that information is expected to be used by the TSE Contractor in the future; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; .</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
30.	Clause 13.1(a)(iii) and (d) – Proposed Changes	The information redacted is 2 x entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 1(d) and (f) and 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information contains information regarding the TSE Contractor's entitlements when responding to a Change Proposal Request from the Principal;</li> <li>b) the disclosure of the redacted information would provide insight on the amount that the TSE Contractor was willing to accept in relation to the submission of a Change Proposal Request. Exposing this information may provide insight into the TSE Contractor's profit margins, and also provide insight into the TSE Contractor's views on of the likelihood of it being asked to submit a Change Proposal Request;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the remainder of the clause on Proposed Changes. In light of the disclosure of this information there is an overriding public interest against the disclosure of the other clauses.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
31.	Clause 13.6(g)(ii) – TSE Contractor may propose Change	The information redacted is a percentage	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the contractor's cost structure or profit margins and 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information reveals the percentage of savings to be passed on to the TSE Contractor if a Change gives rise to cost savings;</li> <li>b) the disclosure of the redacted information reveals the apportionment of benefits arising from a cost saving as agreed between the parties. Exposing this information may provide insight on the TSE Contractor's views of its potential capabilities, and the likelihood of it being able to streamline the works to gain benefit from this cost savings clause. It may also provide insight into the TSE Contractor's profit margins;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>e) the public interest has been served by revealing the fact that the Project Contract Sum would be reduced by an amount proportional to the size of the cost saving. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise percentages.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
32.	Clauses 15.2(c) and (d), clause 15.4(b), clause 15.5(a) and (b), clause 15.5A(a), (b) and (c)	The redacted information is the entire clause.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the allocation of responsibility for rectifying defects;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to certain defects. Exposing this information may provide insight into the TSE Contractor's views on certain defects arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and prejudice the Principal's ability to effectively exercise its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Clause 15.6 – Works	The information redacted is 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 TSE Contractor's cost structure or</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the end of the Defects Correction Period;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to in relation to the rectification of</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>profit margins and would place the TSE 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>defects after the Date of Completion of a Portion, and therefore the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the fact that there is a Defects Correction Period. In light of the disclosure of this information 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>
34.	Clause 16.2(d)(iii) – TSE Contractor's personnel	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of the matters which the Project Director of the TSE Contractor can enter into on the basis of their delegated authority;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>b) the redacted information concerns sensitive information on the internal operations of the TSE Contractor. Revealing the redacted information may prejudice the TSE Contractor's legitimate business and commercial interests, as other parties dealing with the TSE Contractor may be able to use this information to their advantage; and</p> <p>c) the public interest has been served by revealing the fact that the Project Director has the delegated authority to bind the TSE Contract in matters below of specific value. In light of the disclosure of this information there is an overriding public interest against the disclosure of the specific dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Clause 16.12(d)(iii) – Minimise disruption and complaints and notifications	The information redacted is a dollar amount	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the value of damage to adjoining land which the TSE Contractor must repair;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>Contractor in relation to the repair of damage on Adjoining Properties, and therefore the level of risk that the TSE Contractor was willing to price and accept;</p> <p>c) the information may also be used by adjoining properties owners, prejudicing the position of the TSE Contractor when resolving claims concerning damage to adjoining land;</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>e) the public interest has been served by revealing the existence of a maximum value for repair work to Adjoining Properties that the TSE Contractor is required to carry out. 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>
36.	Clause 17.6(h) – Extension of Time	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the extension of time that the TSE Contractor is entitled to in a case-specific circumstances;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>apportionment of risk between the Principal and the TSE Contractor in relation to the occurrence of a particular event under the extension of time regime, and therefore the level of risk that the TSE Contractor was willing to price and accept;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by the disclosure of the remainder of the clause on extensions of time (with the exception of clause 17.6(j)). In light of this disclosure there is an overriding public interest against the disclosure of the particular paragraph.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Clause 17.6(j)	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) The redacted information sets out the effect of certain extensions of time on other key dates under the TSE Contract;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>Contractor in relation to key delay risks, and therefore the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of a key delay risk arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; .</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 17.7(e)(i) – Compression	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the TSE Contractor's obligation to compress the TSE Contractor's Activities;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>apportionment of risk between the Principal and the TSE Contractor in relation to the occurrence of a particular event under the extension of time regime, and therefore the level of risk that the TSE Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clause 17.8 – TSE Contractor's delay costs	The information redacted is an entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out sensitive information regarding the TSE Contractor's entitlement to delay costs, including events giving rise to delay costs;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>apportionment of risk between the Principal and the TSE Contractor in relation to key delay risks, and therefore the risk that the TSE Contractor was willing to price and accept. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of key delay events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 17.10(d)(ii) – Liquidated damages and Indemnity for delay in reaching Construction	The information redacted 4 x paragraphs and dollar amounts.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the nature of the indemnities provided by the TSE Contractor in relation to Construction Completion;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Completion		<p>Contractor's cost structure or profit margins and would place the TSE 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>apportionment of risk between the Principal and the TSE Contractor in relation to key delay risks, in particular the risk that Construction Completion is not achieved by the relevant Follow-on Site Access Date. Exposing this information may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of Construction Completion not being achieved by the relevant Date for Construction Completion;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of the indemnities. 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>
41.	Clause 18.4(a) and (b) – Provision of documentation and other requirements	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay the TSE Contractor if the TSE Contractor has not complied with the conditions listed in clause 18.4(a) or</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>18.4(b);</p> <p>b) the purpose of the clause is to incentivise the TSE Contractor to provide all documents and achieve the other requirements set out in clause 18.4(a) and (b). The redacted information reflects a negotiated amount which the TSE Contractor has priced and accepted;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the TSE Contractor the amount set out in a payment schedule if the TSE Contractor fails to satisfy its obligations set out under clause 18.4(a) or 18.4(b). In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 18.6(a) and (g) – Payment for Key Plant and Equipment	The information redacted is an amount an a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <p style="padding-left: 40px;">a. the number of unconditional undertakings;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>b. the percentage of the Key Plant and Equipment Amount that is to be provided in each unconditional undertaking; and</p> <p>c. the percentages by which the unconditional undertaking is to be reduced over time.</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the Key Plant and Equipment, and in particular the risk assumed by the TSE Contractor in ensuring the safe procurement and delivery of the Key Plant and Equipment to the Site. In doing so, it would also provide insight on the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of certain risks arising, and as well as providing lucidity on the TSE Contractor's underlying cost structure;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of an unconditional undertaking in relation to Key Plant and Equipment. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p>

Item	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.
43.	Clause 18.6(b) – Payment for Key Plant and Equipment	The information redacted is a 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 TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns a right of a party in relation to the Key Plant and Equipment Amount;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the Key Plant and Equipment, and in particular the risk assumed by the TSE Contractor in ensuring the safe procurement and delivery of the Key Plant and Equipment to the Site. In doing so, it would also provide insight on the level of risk that the TSE Contractor was willing to price and accept. Exposing this information may also provide lucidity on the TSE Contractor's underlying cost structure; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
44.	Clause 18.7(d)	The information redacted is the entire clause	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) The redacted information identifies an unfixed Material that is not subject to clause 18.7(a)(i);</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the specific unfixed Material, and therefore the level of risk that the TSE Contractor was willing to price and accept;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
45.	Clause 18.9(b) – Right of set-off	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the Principal's rights to set off an amount against the TSE Contract, and the Principal's obligations when exercising that right; and</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to specific events that give rise to a right of the Principal to deduct or set-off an amount, and therefore the level of risk that the TSE Contractor was willing to price and accept; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
46.	Clause 20.1 – Limitation of Liability	The information redacted is the entire clause	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the TSE Contractor's total aggregate liability, including limits on the TSE Contractor's aggregate liability;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to its liability under the TSE Contract. Exposing this information may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of the TSE Contractor's being held liable for an event identified under clause 20.1;</li> <li>c) further, the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
47.	Clause 20.6 – Principal's liability in respect of Claims under clauses 5.5(b)(ii), 5.6(b), 5.11(b), 10.4(a)(v), 10.18(c)(ii)(A) and 17.8	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information limits the Principal's liability in respect of specific claims by the TSE Contractor under the TSE Contract;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the specific risks regulated by clause 20.6. Exposing this information may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of the TSE Contractor having a claim against the Principal that is regulated by clause 20.6; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; .</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
48.	Clause 21.2(ba) – Indemnity by the TSE Contractor	The information redacted is the entire clause	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out limitations on the TSE Contractor's liability in connection with a particular event;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the occurrence of that particular event. Exposing this information may provide insight into the TSE Contractor's views on the likelihood of that key risk arising; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
49.	Clause 21.7 – Professional Indemnity Insurance clause 21.8 – Construction Plant insurance clause 21.9 – Motor vehicle insurance clause 21.10 – Marine transit insurance clause 21.11 – Marine hull insurance clause 21.12 – Marine liability insurance clause 21.13 – Periods of insurance clause 21.14 – Evidence of policies clause 21.15 – Provisions in policies clause 21.16 – Premiums	The information redacted is the entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the insurance policies that the TSE Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies;</li> <li>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the TSE Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the TSE Contractor was willing to price and accept;</li> <li>c) the scope of the insurance that the Principal requires the TSE Contractor to effect may be taken as an indication of the risk levels involved with the TSE Contractor's obligations under the TSE Contract. This may have signalling effects to the market and provide insight into the TSE Contractor's financial arrangements; and</li> <li>d) by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	clause 21.17 – Undertaking to inform		There is an overriding public interest against disclosure.	
50.	Clause 22.3(viii) and (ix) – Termination by the Principal for insolvency or breach	The information redacted is percentages.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage value of the Project Contract Sum that the aggregate liability of the TSE Contractor must exceed before the Principal will have a right to terminate the TSE Contract;</li> <li>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against TSE Contractor. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under clause 22.3;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the existence of a right to terminate when the TSE Contractor's liability exceeds a specific percentage of the Project Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
51.	<p>Clause 22.3(x) – Termination by the Principal for insolvency or breach</p>	<p>The information redacted is the entire clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the number of days that the TSE Contractor must rectify a failure to take action under specific clauses, otherwise the Principal will have a right to terminate the TSE Contract;</li> <li>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against TSE Contractor. Exposing this information may also provide insight into the TSE Contractor's views on its potential capabilities and likelihood of an event entitling the Principal to exercise its right under clause 22.3; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
52.	Clause 22.7(e) – Cost	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage of the unpaid balance of the Construction Contract Sum that the TSE Contractor is entitled to if the Principal terminates for convenience;</li> <li>b) the disclosure of the redacted information would provide insight on the amount of the outstanding Construction Contract Sum that the TSE Contractor was willing to accept if the Principal exercised its rights under clause 22.7(e). Exposing this information may provide insight into the TSE Contractor's views on the likelihood of the Principal exercising this right;</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the existence of an entitlement of the TSE Contractor to a percentage of the unpaid balance of the Construction Contract Sum. In light of this disclosure there is an overriding public interest against the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure of the precise percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
53.	<p>Clause 25.2 – Events having a material adverse effect on financial standing</p>	<p>The information redacted is a percentage.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the percentage drop in share price which qualifies as an event having a material adverse impact on the TSE Contractor. On the occurrence of this event, the TSE Contractor is to notify the Principal;</li> <li>b) the disclosure of the redacted information may provide insight into the Principal and TSE Contractor's views on the likelihood of a significant short term share price decrease, and the degree of any such decrease. This information may be of commercial value to the parties (in particular the TSE Contractor), and its disclosure would diminish such value and prejudice the parties' (in particular the TSE Contractor's) business, commercial or financial interests; and</li> <li>c) the public interest has been served by revealing the existence of an obligation of the TSE Contractor to notify the Principal of a drop in share price. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interests. There is an overriding public interest against disclosure.	
54.	Clause 30.1(c)(D) – Indemnities to survive	The information redacted are email addresses.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information lists the email addresses of key contact persons.  The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
55.	Clause 30.5(d) – Indemnities to survive	The information redacted is an entire clause.	<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 TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  <i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:  a) the redacted information sets out limits on the parties' liabilities under the TSE Contract;  b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the TSE Contractor was willing to price and accept. It would also provide insight on the TSE Contractor's cost structure;  c) the length of time that claims may be made with respect to design life were a key part of the proposal for the TSE Contractor. Those time periods provide lucidity on the contractor's capabilities, and that information is expected to be used by the TSE Contractor in the future; and  d) revealing the information would place the parties at a

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Execution page of the general conditions	The information redacted is the execution clauses.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
57.	Schedule A1 – Portions Table	The information redacted is the Portions table.	<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 TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out</p> <ul style="list-style-type: none"> <li>a. the Date for Construction Completion of each Portion;</li> <li>b. the rate of Liquidated Damages if Construction</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>Completion does not occur by the Date for Construction Completion;</p> <p>c. the Follow-on Site Access Date for each Portion;</p> <p>b) exposing the redacted information would reveal the risk that the TSE Contractor priced and accepted in relation to Liquidated Damages regime and the relevant Dates for Construction Completion and Follow-on Contractor Dates. Exposing this information may provide insight into the TSE Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the obligation of the TSE Contractor to achieve Construction Completion of the relevant portions by the Date for Construction Completion for each Portion, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
58.	Schedule A2	The information redacted is the	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire schedule.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>against disclosure for the following reasons:</p> <p>a) the redacted schedule concerns Pre-Agreed Changes. The information in the redacted schedules includes:</p> <ul style="list-style-type: none"> <li>(i) a description of the Pre-Agreed Changes that the Principal has a right to exercise;</li> <li>(ii) the date by which the Principal has a right to exercise that Pre-Agreed Change;</li> <li>(iii) the amendments to the SWTC if the Principal chooses to exercise the Pre-Agreed Option; and</li> <li>(iv) the effect of the exercise of that Pre-Agreed Change on the Project Contract Sum;</li> </ul> <p>b) in setting out the TSE Contractor's entitlement in relation to each Pre-Agreed Change, the schedule provides visibility on the TSE Contractor's profit margins. The information also reveals the apportionment of risk that the TSE Contractor is willing to price and accept for each Pre-Agreed Change; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
59.	Schedule A5 – Significant Subcontractors	<p>The information redacted is a dollar amount and the names of the Significant Subcontractors.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets <ul style="list-style-type: none"> <li>(i) the value of a design contract that qualifies as a Significant Subcontract; and</li> <li>(ii) the names of the Significant Subcontractors; and</li> </ul> </li> <li>b) the TSE Contractor is still in the process of engaging subcontractors. If the redacted names and dollar amount was disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the TSE Contractor, thereby prejudicing the TSE Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interests. There is an overriding public interest against disclosure.	
60.	Schedule A8 – TSE Contractor's Personnel	The information redacted are names.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i> The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information is the names of individual persons. The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
61.	Schedule A9 – Form of Independent Certifier Deed	N/A	N/A	The Principal notes that this schedule reflects deed titled "Sydney Metro City & Southwest – Independent Certification of the TSE Works Independent Certifier Deed" executed on the 22 June 2017 ( <b>TSE Independent Certifier Deed</b> ). The TSE Independent Certifier Deed is a separate class 3 contract for the purposes of the GIPA Act. Please refer to the TSE Independent Certifier Deed disclosed on the TfNSW contracts register for a copy of the redacted deed and accompanying explanatory table.
62.	Schedule A10 – Form of Follow-on Contractor Cooperation and Integration Deed	The information redacted is the entire schedule.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i> The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: a) the redacted information sets out the form of the interface agreement that the TSE Contractor is to enter into with the Follow-on Contractors; b) the disclosure of the redacted information would reveal the level of interface risk the TSE Contractor was willing to price

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the TSE 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>and accept in relation to the interface of the Project Works with the work of the Follow-on Contractors; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Schedule A11 – Form of TSE-OTS2 Cooperation and Integration Deed	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the interface agreement that the TSE Contractor is to enter into with OTS2; and</p> <p>b) the disclosure of the redacted information would reveal the level of interface risk the TSE Contractor was willing to price and accept in relation to interface of the Project Works with</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the TSE 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>the OTS2 Project Works; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Schedule A16 – Deed of Novation – Demolition Contracts	The information redacted is the entire schedule.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the form of the agreement novating the Demolition Contractors' rights and obligations to the TSE Contractor; and</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the novated demolition work, and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>	<p>therefore the level of risk the TSE Contractor was willing to price and accept.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
65.	Schedule A17 – Deed of Disclaimer	The information redacted is the execution bloc	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
66.	Schedule A20 – Overall D&C Program	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the documents which form the Overall D&amp;C Program;</p> <p>(b) exposing the redacted information would reveal the level of risk the TSE Contractor was willing to price and accept in relation to the timing of the delivery of the Project Works. It would also reveal a program which the TSE Contractor has invested a significant amount of time developing, and which the TSE Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>(c) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Schedule C1 – Scope of Works and Technical Criteria	The information redacted is Item 3 of Appendix B2	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the following reasons:</p> <p>(a) the redacted information sets out information regarding the blast load requirements of the project; and</p> <p>(b) the redacted information exposes security vulnerabilities in the project. Revealing the redacted information may risk exposing the project to the risk of attack.</p>
68.	Schedule D1 – Site Access Schedule	The information redacted is the whole schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>(i) the Site Access Area Drawings; and</p> <p>(ii) the Site Access Dates,</p> <p>(as those terms are defined in Schedule D1 of the TSE Contract);</p> <p>(b) the TSE Contractor's delivery strategy and 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 TSE Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the TSE Contractor's intellectual property. The TSE Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;</p> <p>(c) the TSE Contractor has obligations under the TSE Contract with respect to accessing the Construction Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the level of risk the TSE Contractor was willing to price and accept. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the TSE Contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
69.	Schedule D4 – Requirements of Third Party Agreements	The information redacted are tables.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the extent of the Principal's responsibility under the draft Third Party Agreements. The TSE Contractor is responsible for all obligations under the draft Third Party Agreement not expressly assumed by the Principal in one of the tables;</li> <li>b) the Principal is still in the process of negotiating the draft Third Party Agreements. If the redacted information were disclosed, the relevant third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</li> <li>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the draft Third Party Agreements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>events and circumstances change.</p>
70.	Schedule D4A – Requirements of Adjoining Property Owner Agreements	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the extent of the Principal's responsibility under an Adjoining Property Owner Agreement. The TSE Contractor is responsible for all obligations under an Adjoining Property Owner Agreement not expressly assumed by the Principal in one of the tables; and</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</li> <li>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
71.	Schedule D4B – Requirements of Adjoining Property Easements	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) 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. <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 TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) The redacted information sets out the extent of the Principal's responsibility under the Adjoining Property Easements. The TSE Contractor is responsible for all obligations under the Adjoining Property Easements not expressly assumed by the Principal in one of the tables; and</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>functions; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the Adjoining Property Easements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Schedule D4C – Baseline Scope for Third Party Agreements	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the extent of the TSE Contractor responsibility under the Third Party Agreements; and</p> <p>b) the Principal is still in the process of negotiating the draft Third Party Agreements. If the redacted information were disclosed, the relevant third parties may be able to use that information to their advantage in negotiations with the Principal, thereby</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the draft Third Party Agreements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Schedule D5 – Third Party Agreements	The information redacted the schedule in its entirety.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the Third Party Agreements</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>between the Principal and third parties;</p> <p>b) the Principal is still in the process of negotiating the draft Third Party Agreements. The disclosure of the redacted information may prejudice the interests of the third parties and affect the status of the negotiations; and</p> <p>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the draft Third Party Agreements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	
74.	Schedule D5A – Pro-Forma Adjoining Property Owner Agreement	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the pro-forma Adjoining Owner Deed that the Principal is to enter into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>(c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	
75.	Schedule D5B – Pro-Forma Adjoining Property Easement	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out the pro-forma Adjoining Property Easement that the Principal is to enter into with adjoining landowners;</li> <li>b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</li> <li>c) further, the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the TSE Contractor in relation to the Adjoining Property Easements, and therefore the risk that the TSE Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Schedule D7 – Adjoining Properties	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information redacted set out the rights regarding Adjoining Properties that the Principal is to acquire under the TSE Contract. It includes information on the nature of the license, the period for which the license will operate, and the relevant TSE Site Area; and</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Schedule D7A – Additional Adjoining Properties	The information redacted is a table.	<p><i>Section 32(1)(d), item 1(f) 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.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the information redacted sets out the rights regarding the Additional Adjoining Properties that the Principal is to acquire under the TSE Contract. It includes information on the nature of the license, the period for which the license will operate, and the relevant TSE Site Area; and</li> <li>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
78.	Schedule D9 – Reliance Letters	The information redacted is the schedule in its entirety.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information redacted sets out the right of the TSE</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>Contractor to rely on the reports provided by the relevant contractor;</p> <p>(b) exposing the redacted information would reveal the amount of risk that the TSE Contractor was willing to price and accept in relation to the information provided under the Reliance Letter; and</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule D10 – Barangaroo Cooperation and Collaboration	The information redacted is the schedule in its entirety.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of</i>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information redacted sets out the interface agreement</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Agreement		<p><i>Schedule 4</i></p> <p>The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>between the Principal, BDA and the Central Barangaroo Developer and each party that subsequently accedes to the agreement;</p> <p>(b) the Central Barangaroo Developer and BDA are still in confidential negotiations. The disclosure of the redacted information may prejudice the status of their negotiations;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule D11 – Demolition Contracts	The information redacted is the schedule in its entirety.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i></p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the information redacted sets out the demolition contracts;</p> <p>(b) exposing the redacted information would reveal the amount that the TSE Contractor was willing to price and accept;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
81.	Schedule D12 – Key Contaminated Areas	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information sets out the locations of Key Contaminated Areas that have been identified;</p> <p>(b) disclosure of the redacted information will provide insight on the scope of contamination risk that the TSE Contractor was willing to price and accept in relation to the Project Works. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
82.	Schedule D13 – Contaminated Future Development Sites	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information sets out the locations of Contaminated Future Sites that have been identified;</p> <p>(b) disclosure of the redacted information may provide insight on the scope of contamination risk that the TSE Contractor was willing to price and accept in relation to the Project Works. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage when tendering or negotiating future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
83.	Schedule D14 – Barangaroo Delivery Authority Interface	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the information redacted concerns the interface between the Barangaroo Delivery Authority, the Principal, and the TSE Contractor; and</li> <li>(b) exposing the redacted information is expected to place the agency at a commercial disadvantage when negotiating intergovernmental agreements of a similar nature, thereby prejudicing the business and commercial interests of the relevant agency.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
84.	Schedule D14A – Baseline Scope for BDA Interface Agreement	The information redacted is the table.	<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 TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information redacted concerns the scope of work arising from Schedule D14 that is included in the Project Contract Sum. All Project Work which Schedule D14 does not state as within the TSE Contractor's baseline are not included in the Project Contract Sum; and</p> <p>(b) disclosure of the redacted information would provide insight on the level of risk that the TSE Contractor was willing to price and accept in relation to the scope of work arising under Schedule D14. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>14</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>competitive commercial value and prejudice the TSE Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule D15 – Artefact Risk Areas and Archaeological Investigation Periods	The information redacted is the table.	<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 TSE Contractor's cost structure or profit margins and would place the TSE 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</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the information sets out the locations of Artefact Risk Areas and the time periods for each Archaeological Investigation Period have been identified;</p> <p>(b) disclosure of the redacted information may provide insight on the scope of Artefact Risk that the TSE Contractor was willing to price and accept in relation to the Project Works. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Schedule D16 – Identified Utilities Register	The information redacted is the schedule in its entirety.	<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><i>Section 32(1)(c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the information sets out identified utilities at key sites, including information regarding the utility owner and the size and type of the utility;</li> <li>(b) disclosure of the redacted information may provide insight on the scope of utility risk that the TSE Contractor was willing to price and accept in relation to the Project Works. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>legitimate business, commercial or financial interests;</p> <p>(c) the redacted information may also expose security vulnerabilities in utility networks around proposed station sites. Revealing the redacted information may risk exposing utility networks to the risk of 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>
87.	Schedule D17 – Reliance Information	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information provides exceptions to the general assumption of all risk by the TSE Contractor in the sense that it provides information that the TSE Contractor is entitled to rely upon;</p> <p>b) exposing the redacted information would reveal the amount of risk that the TSE Contractor was prepared to price and accept in relation to the Project Works; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p>
88.	Schedule E1 – Design Payment Schedule	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <ul style="list-style-type: none"> <li>(i) the design element or components of the Project Works;</li> <li>(ii) the payment for the performance of each design element or component; and</li> <li>(iii) daywork rates and margins in order to value adjustments to the Design Contract Sum and Design Payment Schedule;</li> </ul> <p>b) the redacted information is commercial-in-confidence as its</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>disclosure would provide visibility on the TSE Contractor's profit margins in relation to the design work;</p> <p>c) the itemisation of work may also reveal a program which the TSE Contractor has invested a significant amount of time developing, and which the TSE Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the TSE Contractor priced and accepted the design work for the project. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Schedule E2 – Construction Payment Schedule	The information redacted is the schedule in its entirety.	<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 TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information itemises:</p> <ul style="list-style-type: none"> <li>(i) the components of the construction work;</li> <li>(ii) the payment for the performance of each identified component of the construction;</li> <li>(iii) the daywork margins and rates; and</li> <li>(iv) all other rates and margins for the works to be</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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(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>performed as part of the TSE Contractor's construction obligations;</p> <p>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the TSE Contractor's profit margins in relation to the construction work;</p> <p>c) the itemisation of work may also reveal a program which the TSE Contractor has invested a significant amount of time developing, and which the TSE Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the TSE Contractor priced and accepted the construction work for the project. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
90.	Schedule E3 – Transitional Handover Services Payment Schedule	The information redacted is the schedule in its entirety.	<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 TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information identifies the payment for the performance of any Transitional Handover Service that the TSE Contractor may be required to undertake in respect of a Portion;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>b) the redacted information is commercial-in-confidence as its disclosure would provide visibility on the TSE Contractor's profit margins in relation to the Transitional Handover Services for each Portion; and</p> <p>c) disclosure of the redacted information may provide insight on how the TSE Contractor priced and accepted the Handover Work for the project. If this information were revealed, it could place the TSE Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the TSE Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the TSE Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Schedule E4 – Performance Incentive Payment Schedule	The information redacted is the schedule in its entirety.	<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 TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the TSE Contractor's entitlement to earn early completion and performance incentive payments;</p> <p>b) exposing the redacted information may also reveal risk that</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>the TSE Contractor was willing to price and accept in relation to the work in light of the incentive payments. It may also provide insight on the TSE Contractor's capabilities;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Schedule E6 – Parent Company Guarantees	The information redacted is the schedule in its entirety.	<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 TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the parent company guarantees between the Principal and the parent companies of the TSE Contractor;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>b) the redacted information is commercially sensitive, and if disclosed may provide a unique insight into the parties internal cost structures;</p> <p>c) disclosure of the redacted information may also provide insight on how the parties apportioned risk under the TSE Contract, and therefore the risk that the TSE Contractor was willing to price and accept; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Schedule E7 – Insurance Policies	The information redacted is the schedule in its entirety.	<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 TSE</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out the terms and conditions of the contracts works and public and products liability insurance policies;</p> <p>b) exposing the redacted information would reveal the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Contractor's cost structure or profit margins and would place the TSE 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>apportionment of insurance risk between the Principal and the TSE Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the TSE Contractor was willing to price and accept;</p> <p>c) the scope of the insurance may be taken as an indication of the risk levels involved with the TSE Contractor's obligations under the TSE Contract. This may have signalling effects to the market and provide insight into the TSE Contractor's financial arrangements;</p> <p>d) knowledge of the extent of the insurance obligations may have adverse impacts on the TSE 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; and</p> <p>e) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Schedule E10 – Change and compensation	The information redacted is the schedule in its entirety.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information outlines how the Costs payable to the TSE Contractor may be increased or decreased in circumstances where the deed contemplates an adjustment to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information discloses the TSE Contractor's cost structure or profit margins and would place the TSE 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>the Project Contract Sum;</p> <p>b) the disclosure of the redacted information would provide insight on the TSE Contractor's cost structure by revealing the types of costs and margins for which the TSE Contractor is to be compensated; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>