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

**Explanatory Table**

**Sydney Metro City & Southwest**

**Deed of Variation (Martin Place Metro Station Adjustment Works)**

**Contract Number: 00013/11200**

Sydney Metro notes that the SWTC and Schedule F1 as amended contain over 7GB of material. Due to the number of files and technical file size limitations, these documents to the Tunnel and Station Excavation Works Design and Construction Deed as varied by the Deed of Variation (MP Adjustment Works) (**TSE Contract**) have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection at its offices subject to any overriding public interest against disclosure. Please contact SMProcurement@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, the Principal has:

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

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
|  | Clause 1.1 – definition of MP Adjustment Works Price | The information redacted is the dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the MP Adjustment Works Price;
2. exposing the redacted information would reveal the amount that the TSE Contractor was willing to accept for the MP Adjustment Works under the TSE Contract. Exposing this information may provide insight into the TSE Contractor's cost structure or profit margins;
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1 – definition of Original Cost Centre 12 Martin Place Construction Contract Amount | The information redacted is the dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the Original Cost Centre 12 Martin Place Construction Contract Amount;
2. exposing the redacted information would reveal the amount that the TSE Contractor was willing to accept for the MP Adjustment Works under the TSE Contract. Exposing this information may provide insight into the TSE Contractor's cost structure or profit margins;
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 1.1 – definition of Total Cost Centre 12 Martin Place Construction Contract Amount (adjusted for MP Adjustment Works Price) | The information redacted is the dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the Original Cost Centre 12 Martin Place Construction Contract Amount;
2. exposing the redacted information would reveal the amount that the TSE Contractor was willing to accept for the MP Adjustment Works under the TSE Contract. Exposing this information may provide insight into the TSE Contractor's cost structure or profit margins;
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 6 – Resubmission and review of impacted design packages | The information redacted is the clause.  | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out:
	* + 1. the timeframes for the submission of certain design packages under the TSE Contract; and
			2. the risk allocation in relation to approvals from various stakeholders;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor regarding certain design packages and approvals from various stakeholders, and therefore the level of risk that the parties were willing to accept; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 7 – Construction traffic management plan | The information redacted is paragraphs (a), (b), (c) and (d) | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the information redacted sets out the entitlements of the TSE Contractor in certain circumstances arising from the Martin Place Variation CTMP and therefore the apportionment of risk between the Principal and the TSE Contractor ;
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Execution page  | The information redacted is the execution clauses. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | 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 reveal personal information of individuals, including names and signatures.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. |
|  | Schedule 1 – Amendments to Schedule C1 of the TSE Deed | The information redacted is the cover page of the schedule | *Section 32(1)(c)*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. revealing the information would provide insight into the apportionment of risk and responsibility for elements of the Martin Place Works between the Principal and the TSE Contractor including in relation to a party's ability to rely on certain information; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 2 – Martin Place Works Price | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the price of the MP Adjustment Works Price in an itemised format;
2. disclosure of the redacted information may provide insight on how the TSE Contractor has priced and accepted the MP Adjustment Works; and
3. revealing the information would place the TSE Contractor and the Principal 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – Martin Place Works Program | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the documents which form the Martin Place Works Program;
2. exposing the redacted information would reveal the TSE Contractor's work methodology and sequencing for the delivery of the Project which are proprietary to the TSE Contractor; and
3. revealing the information would place the TSE Contractor 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 TSE Contractor's legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 1.1 – definition of Excusable Cause of Delay (ra), (rb), (wa), (y), (z), (aa), (bb), (cc), (dd) | The information redacted is paragraphs. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out a number of project-specific grounds under which the TSE Contractor will be entitled to an extension of time for the Project Works;
2. 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 the parties were willing to accept. Exposing this information may provide insight into the TSE Contractor's views on the likelihood of certain risks arising;
3. 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
4. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 1.1 – Confidential definition | The information redacted is the definition | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. 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 Martin Place Works, and therefore the risk that the parties were willing to accept; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 1.1 – Confidential definition | The information redacted is the definition. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor with respect to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 1.1 – Confidential definition | The information redacted is a definition | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. 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
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 3.3 (iii) and (iv) – Environmental Requirements | The information redacted is the clauses | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk that the parties were willing to accept in relation to Martin Place Work; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 3.10(b)(v), (d), (e) – Cooperation and coordination with Interface Contractors | The information redacted is the clauses | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out certain obligations on the TSE Contractor to cooperate with Interface Contractors;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor, and therefore the level of risk that the parties were willing to accept; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 3.16(c) Sustainability | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in connection with the South Shaft Piling Works, and therefore the level of risk that the parties were willing accept; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 3.21  | The information redacted is the clause | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out certain obligations on the TSE Contractor with respect to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 5.1 – Compliance with Law | The information redacted is part of a clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 5.5 – Changes to Planning Approval | The information redacted is part of a clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works ; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 5.11(d) – Rock breaking and other noise generating activities | The information redacted is the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 5.12(i) - Relocations and mitigation measures | The information redacted is the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 7 - Engineering Authorisation and ASA Compliance | The information redacted is part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 10.13(b)(i)(B) | The information redacted is part of the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 10.16C, Clause 10.16D  | The information redacted is parts of clauses. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties and Adjoining Property Easements;
2. the Principal is still in the process of negotiating with adjoining 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
3. 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 as well as any future projects, thereby compromising the effective exercise by the Principal of its functions.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 10.18(f) – Existing Operations | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 10.24 – Additional ESL Track Possession from Sydney Trains | The information redacted is the clause in its entirety | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out information on additional track possessions and the dates on which they will occur; and
2. revealing the information would prejudice the parties' legitimate business, commercial or financial interests and reveal confidential information of a government agency.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 12.4 – Preparation and submission of Design Documentation | The information redacted is the date | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the required date of submission of the Design Stage 3 Design Documentation for the MP Adjustment Works;
2. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 12.13A(b) – South Shaft Piling Works Design Documentation | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in connection with the South Shaft Piling Works Design Documentation, and therefore the level of risk that the parties were willing accept; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 14.4(e) – Performance of TSE Contractor's Activities | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 14.9(h) – Incident management  | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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;.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 14.11 - Survey | The information redacted is part of the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 14A.1(b). – South Shaft Piling Works at Martin Place; Clause 14A.2 – Interpretation; Clause 14A.3 – Development of the design for South Shaft Piling Works; Clause 14A.5(b) – Inspection by Macquarie Group | The information redacted is parts of clauses and time periods | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the 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.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out:
	* 1. the allocation of risk on the development and design of the South Shaft Piling Works; and
		2. the time periods for the parties to submit certain packages of design deliverables for the South Shaft Piling Works;
2. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the South Shaft Piling Works; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 14B | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works ; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 15.1(d), (e) – Defects | The information redacted is the clause | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of risk between the Principal and the TSE Contractor in relation to the rectification of a Minor Defect and Agreed Defect, and therefore the level of risk that the parties were willing to accept; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 16.12(f) – Minimise disruption and complaints and notifications  | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 5 – Clause 17.10(d) – Liquidated damages and Indemnity for delay in reaching Construction Completion | The information redacted is part of the clause. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 21.2(aa) – Indemnity by the TSE Contractor  | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Clause 21.20(c), (d) – Damage to Property | The information redacted is the clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 5 – Amendments to Schedule A1 of the TSE Deed | The information redacted is columns headed 'Date of Construction Completion', 'Liquidated Damages' and 'Follow-on Site Access Date' | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out
2. the Date for Construction Completion of each Portion;
3. the rate of Liquidated Damages if Construction Completion does not occur by the Date for Construction Completion;
4. the Follow-on Site Access Date for each Portion;
5. 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;
6. 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
7. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 7 – Amendments to Schedule D1 of the TSE Deed | The information redacted is the whole schedule.  | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out:
	* + 1. the Site Access Area Drawings; and
			2. the Site Access Dates,
2. 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;
3. 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 that the parties were willing to accept. If this information were revealed, it could place the parties 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
4. the public interest has been served by revealing the existence of the Site Access Schedule.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 8 – Amendments to Schedule D3 of the TSE Deed | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the parties' respective obligations to comply with the requirements of Project Planning Approvals;
2. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 8A – Amendments to Schedule D4 of the TSE Deed | The information redacted are tables and certain clauses. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the extent of the Principal's responsibility under the Third Party Agreements. The TSE Contractor is responsible for all obligations under the Third Party Agreement not expressly assumed by the Principal in one of the tables;
2. the Principal is still in the process of negotiating certain 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
3. 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 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 9 – Amendments to Schedule D7B of the TSE Deed | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. 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
2. 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; and
3. 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 as well as any future projects, thereby compromising the effective exercise by the Principal of its functions.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 10 – Amendments to Schedule E3 of the TSE Deed | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information 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;
2. 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
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 11 – Amendments to Schedule E10 of the TSE Deed | The information redacted is the schedule in its entirety. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information would reveal the TSE Contractor's cost structure or profit margins and would place the TSE Contractor at a substantial commercial disadvantage in relation to other potential contractors.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information outlines how the Costs payable to the TSE Contractor may be increased or decreased in circumstances where the deed contemplates an adjustment to the Project Contract Sum;
2. 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
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 13 – Martin Place Follow-On Contractor and Cooperation and Integration Deed | The information redacted is the schedule in its entirety. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in section 14)* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the form of the interface agreements that the TSE Contractor is to enter into with the Follow-on Contractor;
2. the disclosure of the redacted information would reveal the level of interface risk the TSE Contractor was willing to accept in relation to interface of the Project Works with the works to be performed by the Follow-on Contractor;
3. the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the TSE Contractor in relation to the interface agreements;
4. therefore the disclosure of this information would:
	1. place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and
	2. make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 14 – TSE Prepared Documentation | The information redacted is the schedule in its entirety. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information outlines the allocation of responsibility between the parties for the preparation of documentation relating to the Martin Place Works;
2. exposing the redacted information would reveal the level of risk the parties were willing to accept in relation to the Martin Place Works; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |