

**Government Information (Public Access) Act 2009
Explanatory Table - Gateway ARTC Works Deed**

Transport for NSW (**TfNSW**) has redacted the contractual provisions referred to below due to an overriding public interest against disclosure, in that disclosure of the information would prejudice the legitimate business and commercial interests of TfNSW, or of Australian Rail Track Corporation Limited (**ARTC**), and/or reveal the commercial-in-confidence provisions of a contract. TfNSW will continue to review this information to ensure that where the prejudicial effect of disclosure will be removed due to a passage of time or change of circumstances, further disclosures will be made.

| Item | Clause (and general description) | Reason under Government Information (Public Access) Act 2009 | Explanation of the Reasons under the Government Information (Public Access) Act 2009 |
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| 1. | Clause 1.1 - Definition of ARTC Network Control | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties. | The information not disclosed consists of the phone numbers of ARTC's Network Control Centre. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice ARTC's legitimate business, commercial, professional or financial interests by potentially compromising the security of these phone numbers. |
| 2. | Clause 1.1 - Definition of Default Rate | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed is a monetary threshold relating to the calculation of interest on unpaid amounts under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 3. | Clause 4.1(b) - All risks | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's liability to ARTC in connection with the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it |

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| | | | would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 4. | Clause 4.3(e) - Project Works Structure | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the packaging of the Project Works. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 5. | Clause 10.4 - Payment for Track Possessions | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to specific costs payable under the contract by TfNSW. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 6. | Clause 10.5(e)(ii) - Hand back of Track Possessions and condition of hand back | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to specific costs under the contract payable by TfNSW. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 7. | Clause 10.7(a) - Liability for Unplanned Rail Disruption | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to specific costs under the contract payable by TfNSW. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it |

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| | | | would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 8. | 12.2(a)(ii) - Noise, vibration and air pollution | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's liability to ARTC in connection with the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 9. | Clause 12.3(e) - Contaminated soil and material | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's obligations with respect to contamination TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 10. | Clause 12.3(f) - Contaminated soil and material | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's obligations with respect to contamination. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 11. | Clause 13.4(f) - Project Verifier | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's liability with respect to the Project Verifier. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it |

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| | | | would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 12. | Clause 16.4(b)(i); Clause 16.4(c) - Carry out instructions | Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information could reasonably be expected reveal an individual's personal information. | The information not disclosed is the names and email addresses of TfNSW Associates under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information. |
| 13. | Clause 24.1(a) - Payment of ARTC Costs by TfNSW | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's obligation to pay certain costs to ARTC. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 14. | Clause 28.1- Release and Indemnity | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's liability to ARTC in connection with the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 15. | Clause 28.2 - Limitation and exclusion from TfNSW's Liability | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's liability to ARTC in connection with the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |

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| 16. | Clause 28.2A(a) - Limitation on ARTC's liability | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to ARTC's liability to TfNSW in connection with the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 17. | Clause 28.3 - Exclusion of Indirect or Consequential Loss | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the parties' liability under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 18. | Execution Blocks at page 114 and 115. | Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information could reasonably be expected reveal an individual's personal information. | The information not disclosed is the signatures and names of the signatories to the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information. |
| 19. | Schedule 1 - Contract Particulars - Items 1 and 2 | Section 32(1)(d) and Item 3(a) of the Table at Section 14. The disclosure of this information could reasonably be expected reveal an individual's personal information. | The information not disclosed relates to personal information of the TfNSW and ARTC project managers, including names, addresses, emails and phone numbers. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would involve revealing an individual's personal information. |
| 20. | Schedule 1 - Contract Particulars - Items 5 and 6 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. | The information not disclosed relates to costs payable by TfNSW under the contract. |

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| | | The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 21. | Schedule 2 - ARTC Additional Requirements Items R3.1, R3.2 and R6.7 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to specific requirements and criteria required to be met by TfNSW Associates under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 22. | Schedule 2 - ARTC Additional Requirements R3.3(a)(ii) | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the requirements that TfNSW's personnel must meet before they may enter the Railway Corridor. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 23. | Schedule 2 - ARTC Additional Requirements R4.2 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the packaging of the Project Works. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 24. | Schedule 2 - ARTC Additional Requirements | Section 32(1)(d) and Item 4(d) of the Table at Section 14. | The information not disclosed relates to processes with respect to TfNSW's Environmental Management Plan. |

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| | R5.4.1(c) and (d) | The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 25. | Schedule 2 - ARTC Additional Requirements R5.7 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to safeworking information and requirements. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 26. | Schedule 2 - ARTC Additional Requirements R6.11.3 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to arrangements in respect of the Project Verifier. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 27. | Schedule 2 - ARTC Additional Requirements R6.12 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to TfNSW's design programming obligations. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 28. | Schedule 2 - ARTC Additional Requirements | Section 32(1)(d) and Item 4(d) of the Table at Section 14. | The information not disclosed relates to TfNSW's design packaging obligations. |

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| | R6.13(a) and (b) | The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 29. | Schedule 2 - ARTC Additional Requitements R6.15(a)(i)(A) and R6.15(a)(ii) | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the design development process for the Project Works. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 30. | Schedule 2 - ARTC Additional Requitements R6.16(d) and (e) | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the design development process for the Project Works. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 31. | Schedule 2 - ARTC Additional Requitements R6.22(b)(v) | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the design development process for the Project Works. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 32. | Schedule 2 - ARTC Additional Requitements | Section 32(1)(d) and Item 4(d) of the Table at Section 14. | The information not disclosed relates to the design development process for the Project Works. |

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| | R6.23(b) | The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 33. | Schedule 2 - ARTC Additional Requirements R8.1 | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the conditions precedent to commencement of the Project Works. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 34. | Schedule 2 - ARTC Additional Requirements R9.1(b) and R9.3(a) | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the process for agreeing track possessions. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 35. | Schedule 3 - Railway Corridor | Sections 32(1)(c) and 32(1)(d) and Item 2(e) of the Table at section 14. The disclosure of this information would endanger the security of the property. | The information not disclosed is a plan of the Railway Corridor. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the security of property. |
| 36. | Schedule 5 - Insurance | Section 32(1)(d) and Item 4(d) of the Table at Section 14. The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties. | The information not disclosed relates to the requirements for the insurances effected by TfNSW under the contract. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it |

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| | | | would place them at a disadvantage in negotiating with other parties in respect of future projects. |
| 37. | Schedule 6 - Early Access Area | <p>Sections 32(1)(c) and 32(1)(d) and Item 2(e) of the Table at section 14.</p> <p>The disclosure of this information would endanger the security of the property.</p> | <p>The information not disclosed is a plan of the Early Access Area.</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the security of property.</p> |
| 38. | Schedule 7 - Project Verifier Deed Poll - clause 6.1(a)(i) - Insurances | <p>Section 32(1)(d) and Item 4(d) of the Table at Section 14.</p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business or commercial interests of the parties.</p> | <p>The information not disclosed relates to the insurances to be effected by the Project Verifier</p> <p>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice TfNSW and ARTC's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> |