**Rozelle Interchange D&C** 

## Government Information (Public Access) Act 2009 (NSW)

## **Explanatory Table**

Transport for NSW (**TfNSW**) has redacted certain provisions of the 'Rozelle Interchange and Western Harbour Tunnel Enabling Works Design and Construction Deed – Amendment and Restatement Deed' between Transport for NSW (**TfNSW**), CPB Contractors Pty Limited and John Holland Pty Ltd (together, the **Contractor**) dated 18 January 2022 (**D&C Deed**).

The redactions have been made 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 the Contractor, and/or reveal the commercial-in-confidence provisions of a government contract.

In preparing this Explanatory Table, TfNSW has identified the reason(s) under the *Government Information (Public Access) Act 2009* (**GIPA Act**) for each redaction and weighed each redaction against the major relevant public interest considerations for disclosure.

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.

The timeframe for disclosure of the D&C Deed under the GIPA Act depends on when the D&C Deed becomes effective. The D&C Deed was subject to several conditions precedent and did not become effective until those conditions precedent were satisfied. This occurred on 31 March 2022

Capitalised terms in this table have the meaning given to them in the D&C Deed unless specified otherwise.

TfNSW notes that Exhibit I (*Scope of Works and Technical Criteria*) is subject to technical size limitations. As such, this document to the D&C Deed has not been made available on TfNSW's contracts register. TfNSW has determined to make such information available by inspection on request, subject to any overriding public interest against disclosure. Please contact information@transport.nsw.gov.au to arrange a time to inspect.

## 1. **D&C DEED**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
1.	Clause 1.1, definition of 'Collateral Warranty General Cap'	The information not disclosed is all percentage amounts used to determine the Collateral Warranty General Cap. Disclosure of the information would reveal the maximum amount for which the Contractor may be liable.	GIPA ACT The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a) The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	existence and operation of the collateral warranty general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.

## Section 14, Table items 4(b)-(d)

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
2.	Clause 1.1, definition related to a redacted clause.	The information not disclosed is a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a</li> </ul>

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				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
				d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for
				disclosure as events and
				circumstances change.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
3.	Clause 1.1, definition relating to a redacted clause_	The information not disclosed is a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

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				value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
4.	Clause 1.1, paragraph (a) of the definition of 'Contractor's	The information not disclosed is all names of individuals.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	Representative'		Section 14, Table item 3(a), (b) and (f)	an overriding public interest against disclosure of this information because:
			The disclosure of this information could reasonably be expected to have the following effects:	<ul> <li>a) the disclosure would reveal personal information of individuals; and</li> </ul>
			<ul> <li>reveal an individual's personal information;</li> </ul>	<ul> <li>b) the public interest has been served by disclosing the physical business addresses</li> </ul>

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			<ul> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> </ul>	of the Principal and Contractor.
5.	Clause 1.1, paragraph (e) and (f) of the definition of 'Compensation Event (WHT	The information redacted are certain limbs of the definitions that relate to clauses that	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	Southern Tunnel Works)'	have been redacted in their entirety in the main body.	Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect to COVID-19. The disclosure of this information would provide insight on how the parties apportioned risk for COVID- 19, and therefore the risk that the Contractor was willing to price and accept; and</li> </ul>
				<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients,</li> </ul>

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				competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
6.	Clause 1.1, definitions relating to a redacted clause	The information redacted is all of the definitions that relate to clauses that have been	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		the main body. definition of "commercial-in-	Section 32(1)(a), paragraph (e) of the definition of "commercial-in- confidence provisions" at clause 1 of	an overriding public interest against disclosure of this information because:
			Schedule 4	a) the redacted information
			The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.	are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk with respect
			Section 32(1)(d), item 1(f) of the table in section 14	to COVID-19. The disclosure of this
			The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.	information would provide insight on how the parties apportioned risk for COVID- 19, and therefore the risk
			Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	that the Contractor was willing to price and accept;
			The disclosure of this information could reveal commercial-in-confidence provisions	and

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			of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.	<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature,</li> </ul>
			There is an overriding public interest against disclosure.	as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
7.	Clause 1.1, limbs (o) and (p) of 'D&C Documents' relating to a redacted	The information not disclosed are terms that relate to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	clause.		Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
				<ul> <li>b) disclosure of this information would prejudice</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT		BLIC INTEREST NSIDERATIONS
			There is an overriding public interest against disclosure.		the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
8.	Clause 1.1, definition of 'D&C Deed Sum (WHT Southern Tunnel Works)'	The information redacted is a dollar amount.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in- confidence provisions" at clause 1 of	an overriding public interest against disclosure for the following reasons:
			Schedule 4 The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Contractor's profit margins.	<ul> <li>a) the redacted information sets out the D&amp;C Deed Sum (WHT Southern Tunnel Works), being the dollar amount that the Principal is to pay the Contractor for the construction work to be performed under the RI Deed;</li> </ul>
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	<ul> <li>b) exposing the redacted information would reveal</li> </ul>
			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 amount that the Contractor was willing to accept for the construction work (and all affiliated risks) under the RI Deed. Exposing this information may provide insight into the Contractor's profit margins; and

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				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
9.	Clause 1.1, definition of 'D&C Margin'	The information not disclosed is all percentages of the D&C Margins.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Disclosure of the information	t disclosed f the D&CThe relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.TfNSW weighed the cor public interests.t disclosed f the D&CSection 32(1)(a) The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.TfNSW weighed the cor public interest consider and determined that th an overriding public int against disclosure of the information because:a)the disclosure woul the disclosure woul the Contractor's co- structures and profile	an overriding public interest against disclosure of this
		would reveal the D&C Margin in the prescribed		5
		circumstances. not require the inclusion of the commercial-in-confidence provisions	commercial-in-confidence provisions of a	the Contractor's cost
			The information is a 'commercial-in- confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').	margins, diminish the competitive commercial value of the information and place the Contractor at a substantial commercial

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			Section 32(1)(d) The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any	disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
			other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>b) the public interest has been served by disclosing the way the margin is determined and applied and, in light of this, there is</li> </ul>
			Section 14, Table items 4(b)-(d)	an overriding public interest against the disclosure of the
			The disclosure of this information could reasonably be expected to have the following effects:	precise percentages involved.
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
10.	Clause 1.1, definition of 'Date for Completion (WHT Southern Tunnel Works)'	The information redacted is part of the definition.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of	a) exposing the redacted information would reveal the apportionment of risk

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			information to a person and prejudice a person's legitimate business and commercial interests. There is an overriding public interest against disclosure.	between the Principal and the Contractor in relation to Completion (WHT Southern Tunnel Works) under the RI Deed; and
				<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>
				<ul> <li>c) the public interest has been served by revealing that the RI Deed includes a Date for Completion (WHT Southern Tunnel Works).</li> </ul>
11.	Clause 1.1, definition of 'Date for Final Completion'	The information redacted is part of the definition.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

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			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	against disclosure of this information because:
			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	<ul> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Final Completion under the RI Deed; and</li> </ul>
				b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>c) the public interest has been served by revealing that the RI Deed includes a Date for Final Completion.</li> </ul>

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12.	Clause 1.1, part of the definition of 'Direct Costs'	The information redacted are certain limbs of the definitions that relate to clauses that	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		have been redacted in their entirety in the main body.	Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk, and therefore the risk that the Contractor was willing to price and accept; and</li> </ul>
				<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</li> </ul>
				Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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13.	Clause 1.1, part of the definition of 'Law'	The information redacted are certain limbs of the definitions that relate to clauses that	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		have been redacted in their entirety in the main body.	Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) the redacted information are definitions used in the context of a bespoke arrangement agreed between the parties to apportion risk, and therefore the risk that the Contractor was willing to price and accept; and</li> </ul>
				<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.</li> </ul>
				Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

14.Clause 1.1, definition of 'General Cap (Rozelle Interchange)'The information not disclosed is the percentage of the D&C Deed Sum (Rozelle	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations
Interchange) that is the General Cap (Rozelle Interchange). Disclosure of the information would reveal the maximum amount for which the Contractor may be liable.	<section-header>Section 32(1)(a) The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). Section 32(1)(d) The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. Section 14, Table items 4(b)-(d) The disclosure of this information could reasonably be expected to have the following effects:</section-header>	<ul> <li>and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</li> <li>b) the public interest has been served by disclosing the existence and operation of the general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.</li> </ul>

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			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
15.	Clause 1.1, definition of 'General Cap (WHT Southern Tunnel Works)'	The information not disclosed is the percentage of the D&C Deed Sum (WHT Southern	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Tunnel Works) that is the General Cap (WHT Southern	Section 32(1)(a)	an overriding public interest against disclosure of this
		Tunnel Works).	The government contracts register does	information because:
		Disclosure of the information would reveal the amount for which the Contractor may be	not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would provide insight into a key commercial detail relating</li> </ul>
		liable.	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the	to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
			definition of 'commercial in confidence'). Section 32(1)(d)	<ul> <li>b) the public interest has been served by disclosing the</li> </ul>
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract	existence and operation of the general cap mechanism and, in light of this, there is an overriding public interest against the disclosure of the

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			that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	precise percentage involved.
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			prejudice the legitimate business interests of the parties.	
16.	Clause 1.1, definition of 'Liquidated Damages (Opening Completion)' The information not disclosed is the dollar amounts of the liquidated damages per day to be paid by the Contractor for failure to reach Opening Completion by relevant times.	is the dollar amounts of the liquidated damages per day to be paid by the Contractor for failure to reach Opening	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(a)	an overriding public interest against disclosure of this
			The information is a 'commercial-in-	information because:
		confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>a) the disclosure would provide insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and</li> </ul>	

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			Section 32(1)(d) The government contracts register does	subcontractors, or on other similar projects; and
			not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>b) the public interest has been served by disclosing the existence and operation of the liquidated damages regime for Opening Completion and, in light of this, there is an overriding</li> </ul>
			Section 14, Table items 4(b)-(d)	public interest against the disclosure of the precise
			The disclosure of this information could reasonably be expected to have the following effects:	dollar amounts involved.
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			prejudice the legitimate business interests of the parties.	
17.	Clause 1.1, definition 'Liquidated Damages (WHT Southern Tunnel Works)'	The information not disclosed is the dollar amounts of the liquidated damages per day to	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	,	be paid by the Contractor for failure to reach the Date for	Section 32(1)(a)	an overriding public interest against disclosure of this
		Completion (WHT Southern	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other	information because:
		Tunnel Works).		<ul> <li>a) the disclosure would provide insight into a key commercial detail relating</li> </ul>

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			contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with
			Section 32(1)(d)	suppliers and
			The government contracts register does not require the inclusion of a copy of a	subcontractors, or on other similar projects; and
			contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>b) the public interest has been served by disclosing the existence and operation of the liquidated damages regime for WHT Southern Tunnel Works and, in light</li> </ul>
			Section 14, Table items 4(b)-(d)	of this, there is an
			The disclosure of this information could reasonably be expected to have the following effects:	overriding public interest against the disclosure of the precise dollar amounts involved.
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	involved.
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			prejudice the legitimate business interests of the parties.	
18.	Clause 1.1 definition of 'Liquidated Damages Cap (Rozelle Interchange)'	The information not disclosed is the Deed Sum that is the Liquidated Damages Cap.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined interest against
		Disclosure of the information would reveal the maximum		disclosure of this information because:

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		amount for which the Contractor may be liable in relation to liquidated damages.	GIPA ACT The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). Section 32(1)(d) The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul> <li>diminish the competitive commercial value of the information; and</li> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
19.	Clause 1.1, definition 'Liquidated Damages Cap (WHT Southern Tunnel	The information not disclosed is the percentage of the D&C Deed Sum that is the	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	Works)'	Liquidated Damages Cap (WHT Southern Tunnel	Section 32(1)(a)	an overriding public interest against disclosure of this
		Works).	The government contracts register does	information because:
		Disclosure of the information would reveal the maximum amount for which the	not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would provide insight into key commercial detail relating</li> </ul>
		Contractor may be liable in relation to liquidated damages.	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the	to the Contractor's risk position and place the Contractor at a substantial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and b) the public interest has been
			definition of 'commercial in confidence').	served by disclosing the
			Section 32(1)(d)	existence of the liquidated damages cap mechanism
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an	and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.

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			overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
20.	Clause 1.1, definition 'Minimum Aboriginal Participation Requirements'	The information redacted is percentage figures.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in- confidence provisions" at clause 1 of	an overriding public interest against disclosure of this information because:
			Schedule 4	a) the redacted information is
			The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and	the proportion of the Target Cost that must be allocated under the Aboriginal Participation Plan under the D&C Deed;
			provide visibility on the contractor's profit margins.	<ul> <li>b) exposing the redacted information could provide insight into the Contractor's cost structure and would</li> </ul>

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				place the contractor at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors.
21.	Clause 1.1, limb-(xi) of the definition of 'Related Parties'	The information not disclosed is a reference to a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
22.	Clause 1.1, paragraph (a) of the definition of 'Significant Subcontract'	The information not disclosed is the dollar amount of a Subcontract that would attract	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Significant Subcontract status.	Section 32(1)(a)	an overriding public interest

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			The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.	against disclosure of this information because: a) the disclosure would indicate the threshold
			the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	amount for contracts which substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
			Section 32(1)(d)	b) the public interest has been
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	served by disclosing the way the significant subcontract regime operates and, in light of this, there is an overriding public interest against the disclosure of the precise dollar threshold amount involved.
			Section 14, Table items 4(b)-(d)	interredi
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			• prejudice the legitimate business interests of the parties.	
23.	Clause 1.1, definition of 'Spoil Movement Modification Date'	The information not disclosed is the Spoil Movement Modification Date.	The relevant provisions of the GIPA Act that support the non-disclosure of this information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Disclosure of the information	Section 32(1)(a)	an overriding public interest against disclosure of this
		would reveal the Spoil Movement Modification Date.	The government contracts register does	information because:
			not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a substantial commercial</li> </ul>
			The information is a 'commercial-in-	disadvantage; and
			confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served by disclosing that there is a spoil movement modification date and, in light of this, there is an overriding public interest against the disclosure of the precise date involved.</li> </ul>
			Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	

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			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
24.	Clause 1.1, definition of 'Sunset Date (Opening Completion)'	The information not disclosed is the period of time in months used to calculate the Sunset Date (Opening Completion) Disclosure of the information would reveal the Sunset Date (Opening Completion).	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. <b>Section 32(1)(a)</b> The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in	<ul> <li>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) the disclosure would place the Contractor at a substantial commercial disadvantage; and</li> <li>b) the public interest has been served by disclosing that there is a sunset disclosure of the precise date involved.</li> </ul>
			confidence'). Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
25.	Clause 1.1, definition of 'Sunset Date (WHT Southern Tunnel Works)'	The information not disclosed is the period of time in months used to calculate the	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Sunset Date (WHT Southern Tunnel Works).	Section 32(1)(a)	an overriding public interest against disclosure of this
		Disclosure of the information	The government contracts register does	information because:
		would reveal the Sunset Date (WHT Southern Tunnel Works).	not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a substantial commercial</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial	disadvantage; and b) the public interest has been served by disclosing that

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			disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').	there is a sunset date and, in light of this, there is an overriding public interest against the disclosure of the
			Section 32(1)(d)	precise date involved.
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
26.	Clause 1.1, definition of ''Western Harbour Tunnel – Rozelle Interchange Interface Deed'	The information not disclosed is a reference to a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

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			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	against disclosure of this information because:
			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	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			commercial interests. There is an overriding public interest	<ul> <li>b) disclosure of this information would prejudice</li> </ul>
			against disclosure.	the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> <li>Review: This information would be reviewed for disclosure as events and circumstances change.</li> </ul>
27.	Clause 1.1 definition relating to a redacted clause	The information not disclosed is a reference to a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
		There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also</li> </ul>	

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			prejudice the exercise of the TfNSW's functions;
			c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
			<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
			<b>Review:</b> This information would be reviewed for

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				disclosure as events and circumstances change.
28.	Clause 1.1, definition of 'WHT Early Completion Payment'	The information not disclosed is the dollar amount of the WHT Early Completion	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Payment.	Section 32(1)(a)	an overriding public interest against the disclosure of this
		Disclosure of the information would reveal the value of the	The government contracts register does	information because:
		WHT Early Completion Payments.	not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would reveal cost structures and profit margins, place the</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value of the information; and
			Section 32(1)(d)	b) the public interest has been
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	served by disclosing general information about each WHT Early Completion Payment that corresponds with the WHT Early Completion Payments and, in light of this, there is an overriding public interest against the disclosure of the
			Section 14, Table items 4(b)-(d)	

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			The disclosure of this information could reasonably be expected to have the following effects:	precise dollar amounts involved.
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
29.	Clause 1.1, definition of 'WHT Early Completion Payment Date'	The information not disclosed is the WHT Early Completion Payment Date.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Disclosure of the information	Section 32(1)(a)	an overriding public interest against disclosure of this
		would reveal the WHT Early Completion Payment Date.	he information ne WHT Early yment Date. Section 32(1)(a) The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a TfN	information because:
				<ul> <li>a) the disclosure would place</li> <li>TfNSW at a substantial</li> <li>commercial disadvantage in</li> </ul>
			The information is a 'commercial-in-	future negotiations; and
			confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served by disclosing that there is a WHT Early Completion Payment Date and, in light of this, there is an overriding public interest against the disclosure of the</li> </ul>
			Section 32(1)(d)	precise date involved.
			The government contracts register does not require the inclusion of a copy of a	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
30.	Clause 1.1 definition of WHT Asset Manager	The information not disclosed is a reference to a term that relates to a redacted clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT		BLIC INTEREST NSIDERATIONS
			There is an overriding public interest against disclosure.	b)	disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public

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				interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
31.	Clause 4(b)(vi)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	(d) of the table in section The disclosure of this informa reveal commercial-in-confide of a government contract, dir competitive commercial value information to a person and person's legitimate business		Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
		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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>	
		There is an overriding public interest against disclosure.	•	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
32.	Clause 7.4B	The information not disclosed is the entire clause regarding spoil movement requirements	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		under the Planning Approval.	Section 32(1)(a)	an overriding public interest

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			The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.	against disclosure of this information because: a) the disclosure would place the Contractor at a
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, (e) of the definition of 'commercial in confidence').	substantial commercial disadvantage.
			Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
33.	Clause 7.5A and corresponding reference in Table of Contents	The information redacted is the whole of the clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 1(f) of the table in section 14	an overriding public interest against disclosure of this information because:
			The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.	<ul> <li>a) the redacted information sets out a bespoke arrangement agreed</li> </ul>
			Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	between the parties to apportion risk with respect
			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.	to COVID-19. The disclosure of this information would provide insight on how the parties apportioned risk for COVID- 19, and therefore the risk that the Contractor was willing to price and accept.
			There is an overriding public interest against disclosure.	The disclosure of this information would:
				<ul> <li>a. provide insight on how the parties apportioned risk for COVID-19, and therefore the risk that the Contractor was willing to accept; and</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC IN CONSIDER	
				b.	prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors;
				of discl served D&C D COVID disclos overrid	blic interest in favour losure has been by revealing that the eed has addressed -19. In light of this ure there is an ling public interest t the disclosure; and
				would substa disadva project as the readily potenti compe contrac disclos informa the info compe value a	ng the information place the parties at a ntial commercial antage in future is of a similar nature, information would be accessible to ial future clients, titors and ctors. Therefore the ure of the ation would reduce ormation's titive commercial and prejudice the ' legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				commercial or financial interests.
34.	is the entire clause. that support the non-disclosure of the public information are set out below and d	TfNSW weighed the competing public interest considerations		
		Disclosure of the information would reveal the agreement	Information are set out below. Section 32(1)(a)	and determined that there was an overriding public interest against disclosure of the
		between the parties as to certain IPIAP decisions.	The government contracts register does	information because:
			not require the inclusion of commercial-in- confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	substantial commercial disadvantage in future negotiations other similar projects; in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.
			Section 32(1)(d)	
		The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.		
			Section 14, Table items 4(b)-(d)	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
35.	is the dollar amount that support the n thresholds for subcontracts information are se which must be notified to	is the dollar amount	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Section 32(1)(a)	an overriding public interest against disclosure of this	
		provisions must be included.	The government contracts register does	<ul> <li>an overriding public interest</li> <li>against disclosure of this</li> <li>information because:</li> <li>a) the disclosure would</li> <li>indicate the threshold</li> <li>amount for contracts to</li> </ul>
			not require the inclusion of the commercial-in-confidence provisions of a contract.	
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	which the additional requirements apply and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and subcontract requirements
			The government contracts register does not require the inclusion of a copy of a	operate and, in light of this, there is an overriding public interest against the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	disclosure of the precise dollar amounts involved.
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
36.	Clause 9.19(ca)	The information not disclosed is the dollar amount of the maximum financial impact to	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		which the Project Director may have authority to bind	Section 32(1)(a)	an overriding public interest against disclosure of this
		the Contractor under the D&C	The government contracts register does	information because:
		Deed in respect of the Contractor's Activities.	not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a substantial commercial</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial	disadvantage and would prejudice effective exercise

ITEM REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the	by an agency of the agency's functions; and b) the public interest has been served by disclosing the
		definition of 'commercial in confidence').	regime for the Project
		Section 32(1)(d) The government contracts register does	Director's delegated authority and, in light of
	not require the inclusion of contract, a provision of a co nature that its inclusion in a result in there being an overriding pu	not require the inclusion of a copy of a contract, a provision of a contract such a nature that its inclusion in a record would	this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.
		there being an overriding public interest against disclosure of the record.	
		Section 14, Table items 1(f) and 4(b)- (d)	
		The disclosure of this information could reasonably be expected to have the following effects:	
		<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	
		<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
		<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
		<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
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ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
37.	Clause 10.1, 10.1A, 10,2, 10.2A, 10.6 and 10.6A	The information not disclosed is all percentages and dollar values for the Security Bonds. Disclosure of the information would reveal the amounts of the Security Bonds.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a) The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence provision', because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) the disclosure would give insights into the parties' security arrangements; and</li> <li>b) the public interest has been served by disclosing the regime for the Security Bonds and, in light of this, there is an overriding public interest against the disclosure of the precise percentages and dollar amounts involved.</li> </ul>
			Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul> <li>diminish the competitive commercial value of the information; and</li> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
38.	Clause 11A.2(h)	The information not disclosed is the dollar amount of initial Change Costs which the Contractor is responsible for in relation to Stage 3 Integration Site Defects and WestConnex System Defects. Disclosure of the information would reveal financial information in relation to the Contractor's liability for Change Costs.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. <b>Section 32(1)(a)</b> The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). <b>Section 32(1)(d)</b> The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an	<ul> <li>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) the disclosure would reveal financial information regarding the parties' apportionment of financial risk in respect of these types of Change Costs, diminish the commercial value of this information and prejudice the effective exercise of an agency's functions; and</li> <li>b) the public interest has been served by disclosing the risk allocation regime for Change Costs concerning Stage 3 Integration Site Defects and WestConnex System Defects and, in light of this, there is an overriding public interest</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASO GIPA A	N(S) FOR REDACTION UNDER THE CT	PUBLIC INTEREST CONSIDERATIONS
			overrid of the r	ing public interest against disclosure ecord.	against the disclosure of the precise dollar amounts.
			Sectio (d)	n 14, Table items 1(f) and 4(b)-	
			reasona	closure of this information could ably be expected to have the ng effects:	
			•	prejudice effective exercise by an agency of the agency's functions;	
			•	reveal commercial-in-confidence provisions of the contract;	
			•	diminish the competitive commercial value of the information; and	
			•	prejudice the legitimate business interests of the parties.	
39.	Clause 11A.4(b)	The information not disclosed is the date before which the Principal's Representative	that su	evant provisions of the GIPA Act pport the non-disclosure of the ation are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		may notify the Contractor that the proposed Western	Sectio	n 32(1)(a)	an overriding public interest against disclosure of this
		Harbour Tunnel project is not	-	vernment contracts register does uire the inclusion of the	information because:
	proceeding.	proceeding.		rcial-in-confidence provisions of a	<ul> <li>a) the disclosure would prejudice the effective exercise of an agency's</li> </ul>
			confide matter	ormation is a 'commercial-in- nce' provision, because it is a the disclosure of which would place ntractor at a substantial commercial	functions and may place the parties at a substantial commercial disadvantage; and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served by disclosing the Principal's Representative's discretion under clause 11A.4(b) to not proceed</li> </ul>
			Section 32(1)(d)	with the Western Harbour Tunnel project and, in light
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	of this, there is an overriding public interest against the disclosure of the precise date involved.
			Section 14, Table items 1(f) and 4(b)- (d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
40.	Clause 11A.4(b)(vi), (h)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
41.	Clause 11B.4(g) and (i)(v)	The information not disclosed is the dollar amount of initial Change Costs which the	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Contractor is responsible for in relation to Stage 3	Section 32(1)(a)	an overriding public interest against disclosure of this
		Integration Site Defects and	The government contracts register does	information because:
		WestConnex System Defects. Disclosure of the information would reveal financial	not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would reveal financial information regarding the parties'</li> </ul>
		information in relation to the Contractor's liability for Change Costs.	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial	apportionment of financial risk in respect of these types of Change Costs, diminish the commercial

#### INFORMATION REDACTED

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disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').

#### Section 32(1)(d)

The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.

## Section 14, Table items 1(f) and 4(b)-(d)

The disclosure of this information could reasonably be expected to have the following effects:

- prejudice effective exercise by an agency of the agency's functions;
- reveal commercial-in-confidence provisions of the contract;
- diminish the competitive commercial value of the information; and
- prejudice the legitimate business interests of the parties.

value of this information and prejudice the effective exercise of an agency's functions; and

 b) the public interest has been served by disclosing the risk allocation regime for Change Costs concerning Stage 3 Integration Site Defects and WestConnex System Defects and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts.

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42.	Clause 11C.2(a)(i)-(iii)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
43.	Clause 13.2(d)(i)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT		BLIC INTEREST NSIDERATIONS
			There is an overriding public interest against disclosure.	b)	disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
44.	Clause 14.3(b)	The information not disclosed is the percentage amount of the Change Savings to which	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		the Principal may be entitled.	Section 32(1)(a)	an overriding public interest against disclosure of this
			The government contracts register does	information because:
			not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would give insights into the sharing of savings, place the parties at</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors,	a substantial commercial disadvantage in future negotiations and would diminish the competitive commercial value of the information; and
			whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served by disclosing the regime for allocating</li> </ul>
			Section 32(1)(d)	savings and the mechanism
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in	for determining the Principal's entitlement to Change Savings and, in light of this, there is an overriding public interest against the disclosure of the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			a record would result in there being an overriding public interest against disclosure of the record.	precise percentages involved.
			Section 14, Table items 1(f) and 4(b)- (d)	
			The disclosure of this information could reasonably be	
			expected to have the following effects:	
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
		diminish the competitive     commercial value of the     information; and	commercial value of the	
			• prejudice the legitimate business interests of the parties.	
45.	Clause 16.10(aa)	The information not disclosed is the dollar amount that will be due and payable from the	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Contractor to the Principal in respect of the WHT Southern	Section 32(1)(a)	an overriding public interest against disclosure of this
	•	Tunnel Works being delayed.	The government contracts register does	information because:
			not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would give insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). <b>Section 32(1)(d)</b> The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</li> <li>b) the public interest has been served by disclosing that the Contractor may be liable to the Principal for delays caused to another contractor and, in light of this, there is an overriding public interest against the disclosure of the dollar amount</li> </ul>
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
46.	Clause 16.11(h)(i)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14 The disclosure of this information could	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
47.	Clause 17.2(b)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
		of a government contract, diminish the competitive commercial value of	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	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
				<ul> <li>b) disclosure of this information would prejudice</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT		BLIC INTEREST NSIDERATIONS
			There is an overriding public interest against disclosure.		the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
48.	Clause 17.3(a)(ii), (vi)(B)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
				<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
				<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
49.	is the be du Contr respe	The information not disclosed is the dollar amount that will be due and payable from the Contractor to the Principal in respect of the WHT Southern Tunnel Works being delayed	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a) The government contracts register does	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
		and where certain other	not require the inclusion of the	<ul> <li>c) the disclosure would give insight into a key</li> </ul>

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	contractor has been instructed to rectify the Defect.	commercial-in-confidence provisions of a contract. The information is a 'commercial-in-confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). <b>Section 32(1)(d)</b> The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. <b>Section 14, Table items 4(b)-(d)</b> The disclosure of this information could reasonably be expected to have the	<ul> <li>commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</li> <li>d) the public interest has been served by disclosing that the Contractor may be liable to the Principal for Defects rectified by another contractor and, in light of this, there is an overriding public interest against the disclosure of the dollar amount</li> </ul>
		<ul> <li>following effects:</li> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
		<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	

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			• prejudice the legitimate business interests of the parties.	
50.	Clause 17.4(d)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

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				information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
51.	Clause 17.11(a)(v)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of	disclosure as events and circumstances change. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

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			information to a person and prejudice a person's legitimate business and	that has not yet been entered into;
			commercial interests. There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</li> </ul>

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				information and is outweighed by the public interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
52.	Clause 17A.2(d)-(f)	The information not disclosed is the entire sub-clauses.	The relevant provisions of the GIPA Act that support the non-disclosure of the	TfNSW weighed the competing public interest considerations
		Disclosure of the information would reveal commercial-in-	information are set out below. Section 32(1)(a)	and determined that there was an overriding public interest
		confidence provisions relating	The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other	against disclosure of this information because:
		to the Collateral Warranty Deed.		a) the disclosure would place the Contractor at a substantial commercial
				disadvantage in future negotiations and would prejudice the effective exercise of an agency's functions; and
			contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served by disclosing the Collateral Warranty Deed mechanism.</li> </ul>
			Section 32(1)(d)	meenumonn
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any	

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			other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	
			Section 14, Table items 1(f) and 4(b)- (d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
53.	Clause 17A.7 and corresponding reference in	The information not disclosed is the entire clause.	The relevant provisions of the GIPA Act that support the non-disclosure of the	TfNSW weighed the competing public interest considerations
	Table of Contents	Disclosure of the information	information are set out below.	CONSIDERATIONS
		would reveal commercial-in- confidence provisions relating	Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	against disclosure of this
		to the Collateral Warranty Deed.	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	<ul> <li>public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) revealing the redacted information would provide insight into TfNSW's</li> </ul>

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			person's legitimate business and commercial interests.		that has not yet been entered into;
			There is an overriding public interest against disclosure.	b)	disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this

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				information and is outweighed by the public interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
54.	Clause 19.2(b)	The information not disclosed is a reference to a redacted defined term.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
				<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future</li> </ul>

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				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
55.	Clause 21.6A(b)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

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			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14 The disclosure of this information could	an overriding public interest against disclosure of this information because:
	reveal commercial-in-confidence provision of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.	<ul> <li>e) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>		
			There is an overriding public interest against disclosure.	<ul> <li>f) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				g) 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,

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				commercial or financial interests; and
				<ul> <li>h) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
56.	Clause 21.1A(a) and (c)	<ul> <li>is the maximum percentage amount of the D&amp;C Deed Sum (Rozelle Interchange) that constitutes the Initial Payment and the percentage by which each instalment amount will be reduced until the Initial Payment paid has been fully deducted</li> <li>that support the non-disclosure of the information are set out below.</li> <li>Section 32(1)(a) The government contracts register do not require the inclusion of the commercial-in-confidence provisions of contract.</li> <li>The information is a 'commercial-in- confidence provision', because it discle the Contractor's cost structure or prof margins (Schedule 4, paragraph (b) o</li> </ul>	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(a)	an overriding public interest against disclosure of this
			commercial-in-confidence provisions of a	information because:
	amo the I			<ul> <li>a) the disclosure would prejudice the effective exercise of the agency's</li> </ul>
			The information is a 'commercial-in- confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').	functions, reveal insights into the parties' payment structures and would diminish the competitive

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			Section 14, Table items 1(f) and 4(b)- (d)	commercial value of the information; and
			The disclosure of this information could reasonably be expected to have the following effects:	<ul> <li>b) the public interest has been served by disclosing the Contractor's ability to</li> </ul>
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	request a single advance payment on account of the D&C Deed Sum (Rozelle
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	Interchange) if the relevant requirements have been
			information; and	met and, in light of this, there is an overriding public
			• prejudice the legitimate business interests of the parties.	interest against the disclosure of the precise percentages involved.
57.	Clause 21.17(d),(e) and (f)	se 21.17(d),(e) and (f) The information not disclosed is the percentage amount that the Principal can withhold if certain conditions have not been met.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(a)	an overriding public interest against disclosure of this
			The government contracts register does	information because:
			not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would prejudice the effective exercise of the agency's</li> </ul>
			The information is a 'commercial-in- confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').	functions, reveal insights into the parties' payment structures and would diminish the competitive commercial value of the
			Section 32(1)(d)	information; and

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			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>b) the public interest has been served by disclosing the Principal's ability to withhold payment if the relevant requirements have not been met and, in light of this, there is an overriding public interest</li> </ul>
			Section 14, Table items 1(f) and 4(b)- (d)	against the disclosure of the precise percentages involved.
			The disclosure of this information could reasonably be expected to have the following effects:	involveu.
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			• diminish the competitive commercial value of the information; and parties.	
58.	Clause 22.1	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	Section 32(1)(d), item 4(b), (c) ar (d) of the table in section 14	Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:	
			The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement</li> </ul>

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			information to a person and prejudice a person's legitimate business and commercial interests.		that has not yet been entered into;
		There is an overriding public interest against disclosure.	b)	disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;	
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this

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				information and is outweighed by the public interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
59.	Clause 23.3(b)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future</li> </ul>

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				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
60.	Clause 26.1(a)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

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			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14 The disclosure of this information could	an overriding public interest against disclosure of this information because:
		reveal commercial-in- of a government contr competitive commerci information to a perso	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	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

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				commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
61.	Clause 26.3(a)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
				<ul> <li>b) disclosure of this information would prejudice</li> </ul>

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			There is an overriding public interest against disclosure.		the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
62.	Clause 26.4(b)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
	reveal comme of a governme competitive co information to person's legiti commercial in There is an ov	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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>	
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
			c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and	

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				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
63.	Clause 27.3(c)(v), (xiii)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			The disclosure of this information could reveal commercial-in-confidence provisions	a) revealing the redacted information would provide

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			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.	b) c)	information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not

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				significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.	
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.	
64.	Clause 28.1(aa)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was	
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:	
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>	
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>	
				<ul> <li>c) revealing the information would place the parties at a</li> </ul>	

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				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
				d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.

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65.	Clause 28.1(ab)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial

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				value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
66.	Clause 28.2(f)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>

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			There is an overriding public interest against disclosure.	b)	disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public

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				interests against disclosure identified above.
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
67.	Clause 29.1(a)(viii)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
		There is an overriding public interest against disclosure.		<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be</li> </ul>

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				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
68.	Clause 29.1(b)(iii)(C)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest

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			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	against disclosure of this information because:
			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	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			commercial interests. There is an overriding public interest	<ul> <li>b) disclosure of this information would prejudice</li> </ul>
			against disclosure.	the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and

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				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> <li>Review: This information would be reviewed for disclosure as events and circumstances change.</li> </ul>
69.	Clause 29.1(c)(iii)(C)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also</li> </ul>

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					prejudice the exercise of the TfNSW's functions;
					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
					TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.
				-	view: This information uld be reviewed for

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				disclosure as events and circumstances change.
70.	Clause 29.4(a)(iv)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
	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	an overriding public interest against disclosure of this information because:		
		reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>	
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the

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				information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
71.	Clause 29.4(a)(vi)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
			The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement</li> </ul>

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			information to a person and prejudice a person's legitimate business and	that has not yet been entered into;
			commercial interests. There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</li> </ul>

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					information and is outweighed by the public interests against disclosure identified above.
				wo dis	<b>view:</b> This information uld be reviewed for closure as events and cumstances change.
72.	Clause 29.4(b)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	pul and	ISW weighed the competing blic interest considerations d determined that there was
	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 provision 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.		aga	n overriding public interest gainst disclosure of this formation because:	
		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	a)	revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;	
				b)	disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future

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				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
73.	Clause 30.1	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was

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			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14 The disclosure of this information could	an overriding public interest against disclosure of this information because:
	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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>		
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

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				commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
74.	Clause 30.2(f)(iv)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	an overriding public interest against disclosure of this information because:
		reveal commercial-in-confidence prov of a government contract, diminish th competitive commercial value of	information to a person and prejudice a person's legitimate business and	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
				<ul> <li>b) disclosure of this information would prejudice</li> </ul>

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			There is an overriding public interest against disclosure.		the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;
				c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				d)	TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
75.	Clause 31.4(c)(iii)	The information not disclosed is the percentage threshold of the General Cap that, when	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		exceeded by the aggregate liability of the Contractor,	Section 32(1)(a)	an overriding public interest
		could trigger termination by the Principal. The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the		against disclosure of this information because:
			•	<ul> <li>a) the disclosure would place the Contractor at a</li> </ul>
			confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial	substantial commercial disadvantage and would diminish the competitive commercial value of the information; and
			contractors or potential contractors, whether at present or in the future	<ul> <li>b) the public interest has been served by disclosing how the deed may be terminated for excessive</li> </ul>
			Section 32(1)(d)	aggregate liability and, in light of this, there is an
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	overriding public interest against the disclosure of the precise percentages involved.

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			Sectio	n 14, Table items 4(b)-(d)		
			reasona	closure of this information could ably be expected to have the ng effects:		
			•	reveal commercial-in-confidence provisions of the contract;		
			•	diminish the competitive commercial value of the information; and		
			•	prejudice the legitimate business interests of the parties.		
76.	is no th	The information not disclosed is the threshold amount of non-payment by the Principal that may give rise to termination by the Contractor.	that su	evant provisions of the GIPA Act pport the non-disclosure of the ation are set out below.	pul and	ISW weighed the competing blic interest considerations d determined that there was
			Section	n 32(1)(a)		overriding public interest ainst disclosure of this
			The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.	-	ormation because:	
				a)	the disclosure would place the Contractor at a substantial commercial	
			confide matter	ormation is a 'commercial-in- nce' provision, because it is a the disclosure of which would place ntractor at a substantial commercial		disadvantage and would diminish the competitive commercial value of the information; and
			disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	b)	the public interest has been served by disclosing that the Contractor may terminate the deed for non- payment over a threshold and, in light of this, there is	

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			Section 32(1)(d)	an overriding public interest
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	against the disclosure of the precise dollar amount involved.
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be	
			expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
77.	Clause 31.10(b)(vii)	The information not disclosed is the percentage amount of the unpaid balance of the D&C Deed Sum and D&C Deed	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined interest against disclosure of this information
		Sum (WHT Southern Tunnel	Section 32(1)(a)	TfNSW weighed the competing public interest considerations and determined interest against
		Works) to which the Contractor would be entitled following termination pursuant to clause 31.8 prior	The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.	

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	to the Date of Opening Completion and the Date of Completion (WHT Southern Tunnel Works). Tunnel Works). The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	diminish the competitive commercial value of the information; and	
		<ul> <li>b) the public interest has been served by disclosing the Contractor's entitlement to a percentage of the unpaid D&amp;C Deed Sum and D&amp;C Deed Sum (WHT Southern</li> </ul>	
		Section 32(1)(d)	Tunnel Works) and, in light
	The not cont othe that a re over	The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	of this, there is an overriding public interest against the disclosure of the precise percentages involved.
		Section 14, Table items 4(b)-(d)	
	reasonably be exp	The disclosure of this information could reasonably be expected to have the following effects:	
		<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
		<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
		<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
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78.	Clause 42.5	The information not disclosed is all names of individuals and email addresses.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		Disclosure of the information would reveal information personal to the Principal and	Section 14, Table item 3(a), (b) and (f)	an overriding public interest against disclosure of this information because:
		the Contractor.	expected to have the following effects:	a) the disclosure would reveal
			<ul> <li>reveal an individual's personal information;</li> </ul>	personal information of individuals; and
			• expose a person to a risk of harm or of serious harassment or serious intimidation.	<ul> <li>b) the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.</li> </ul>
79.	Clause 43.21(b)	is the percentage increase in that support the non-disclosure of the	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was
		interest on daily balances.	Section 32(1)(a)	an overriding public interest
			The government contracts register does	information because:
			not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a substantial commercial</li> </ul>
			The information is a 'commercial-in- confidence provision', because it discloses the Contractor's financing arrangements	disadvantage and reveal financing arrangements; and
			<ul> <li>(f)</li> <li>information or.</li> <li>information or.</li> <li>expected to have the following effects:         <ul> <li>reveal an individual's personal information;</li> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> <li>the relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</li> </ul> </li> <li>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</li> <li>Section 32(1)(a)</li> <li>The government contracts register does not require the inclusion of the contract.</li> <li>The information is a 'commercial-inconfidence provision', because it discloses the Contractor's financing arrangements (Schedule 4, paragraph (a) of the definition of 'commercial in confidence').</li> <li>Section 32(1)(d)</li> </ul>	<ul> <li>b) the public interest has been served by disclosing the</li> </ul>
				mechanism for calculating interest and, in light of this, there is an overriding public

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			not req contrac other ir that is a recor	vernment contracts register does uire the inclusion of a copy of a t, a provision of a contract or any nformation in relation to a contract of such a nature that its inclusion in d would result in there being an ing public interest against disclosure record.	interest against the disclosure of the precise percentages involved.
			Sectio	n 14, Table items 4(b)-(d)	
			reasona	closure of this information could ably be expected to have the ng effects:	
			•	reveal commercial-in-confidence provisions of the contract;	
			•	diminish the competitive commercial value of the information; and parties.	

## 2. **D&C DEED SCHEDULES**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
80.	Schedule 1: Conditions Precedent	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Section 1(f), (g) and section 4		Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive

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				commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
81.	Schedule 3:	The information not disclosed is	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Dispute Resolution Procedure, Appendix	all names of individuals and email addresses.		
	B	Disclosure of the information	Section 14, Table item 3(a), (b) and (f)	overriding public interest against disclosure of this information
		would reveal information personal to the Principal and	The disclosure of this information could	because:
		the Contractor.	reasonably be expected to have the following effects:	<ul> <li>a) the disclosure would reveal personal information of</li> </ul>
			• reveal an individual's personal	individuals; and
			information;	<ul> <li>b) the public interest has been served by disclosing the physical business addresses</li> </ul>

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			<ul> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> </ul>	of the Principal and Contractor.
82.	Schedule 4, Moral Rights Consent Deeds Poll, Parts A & B,	The information not disclosed is the dollar amount that will be due and payable from the	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	clause 1	Contractor to the Author under each of the Deeds Poll	Section 32(1)(a)	
			The government contracts register does not	because:
			require the inclusion of the commercial-in- confidence provisions of a contract.	CONSIDERATIONS of the Principal and Contractor. TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on
			Section 32(1)(d)	of the Principal and Contractor. fNSW weighed the competing public interest considerations and letermined that there was an overriding public interest against lisclosure of this information because: ) the disclosure would give insight into a key commercial detail relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and ) the public interest has been served by disclosing that the Contractor may be liable to the Principal for delays caused to another contractor and, in light of this, there is an overriding public interest against the disclosure of the
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	Contractor may be liable to the Principal for delays caused to another contractor and, in light of this, there is an overriding public interest against the disclosure of the
			Section 14, Table items 4(b)-(d)	

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			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			prejudice the legitimate business interests of the parties.	
83.	Schedule 4 Part B: Moral Rights Consent	a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and
	Party block and recitals		Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	overriding public interest against disclosure of this information because:
			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.	<ul> <li>public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> <li>c) revealing the information</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the</li> </ul>
				<ul> <li>c) revealing the information would place the parties at a substantial commercial</li> </ul>

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				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
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
84.	Schedule 4A: Form of D&C Guarantee	The information not disclosed is the percentage at which interest will be paid.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against

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	Part A, Clause 1.1,		Section 32(1)(a)	disclosure of this information
	definition of 'Specified Rate'		The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.	because: a) the disclosure would diminish the commercial value of the
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place in relation to other contractors or potential contractors, whether at present or in the future (Schedule	<ul> <li>information and place the Contractor at a substantial commercial on other similar projects; and</li> <li>b) the public interest has been commend by disclosing the</li> </ul>
			4, paragraph (e) of the definition of 'commercial in confidence').	served by disclosing the mechanism for interest to be
	Section 32(1)(d)The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.Section 14, Table items 4(b)-(d) The disclosure of this information could reasonably be expected to have the following effects:	paid and, in light of this, there is an overriding public		
			require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the	interest against the disclosure of the precise percentages involved.
			Section 14, Table items 4(b)-(d)	
			reasonably be expected to have the following	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	

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			• prejudice the legitimate business interests of the parties.	
85.	Schedule 4A: Form of D&C Guarantee Part A, Clause 11.1(b)	The information not disclosed is all names of individuals and email addresses.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
		Disclosure of the information would reveal information	Section 14, Table item 3(a), (b) and (f)	overriding public interest against disclosure of this information
		personal to the Guarantor.	The disclosure of this information could reasonably be expected to have the following	because: a) the disclosure would reveal
			effects:	personal information of
			<ul> <li>reveal an individual's personal information;</li> </ul>	individuals; and b) the public interest has been
			• expose a person to a risk of harm or of serious harassment or serious intimidation.	served by disclosing the physical business addresses of the Guarantor.
86.	Schedule 4A: Form of D&C Guarantee	The information not disclosed is the percentage at which interest will be paid.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Part B, Clause 1.1, definition of 'Specified		Section 32(1)(a)	overriding public interest against disclosure of this information
	Rate'		The government contracts register does not	because:
			require the inclusion of the commercial-in- confidence provisions of a contract.	<ul> <li>a) the disclosure would diminish the commercial value of the</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present	information and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and

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			or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served by disclosing the</li> </ul>
		Section 32(1)(d)	mechanism for interest to be paid and, in light of this,	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	there is an overriding public interest against the disclosure of the precise percentages involved.
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be	
			expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
87.	Schedule 4A: Form of D&C Guarantee	The information not disclosed is all names of addresses.	The relevant provisions of the GIPA Act that support the non-disclosure of the information	TfNSW weighed the competing public interest considerations and
	Part B, Clause 1 1.1(b)	Disclosure of the information would reveal information personal to the Guarantor.	are set out below. Section 14, Table item 3(a), (b) and (f)	determined interest against disclosure of this information because:

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			The disclosure of this information could reasonably be expected to have the following effects:	<ul> <li>a) the disclosure would reveal personal information of individuals; and</li> </ul>	
			<ul> <li>reveal an individual's personal information;</li> </ul>	<ul> <li>b) the public interest has been served by disclosing the physical business addresses</li> </ul>	
_			<ul> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> </ul>	of the Guarantor.	
88.	Schedule 4B: Key Personnel	The information not disclosed is the entire Schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information	TfNSW weighed the competing public interest considerations and	
		Disclosure of the information would reveal the names and positions of the Contractor's key	are set out below. Section 14, Table item 3(a), (b) and (f)	determined that there was an overriding public interest against	
			The disclosure of this information could	disclosure of this information because:	
		personnel.	reasonably be expected to have the following effects:	a) the disclosure would reveal personal information of	
			• reveal an individual's personal	individuals; and	
			<ul> <li>information;</li> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> </ul>	<ul> <li>b) the public interest has been served by disclosing obligations in relation to Key Personnel in clause 9.19 of the D&amp;C Deed.</li> </ul>	
89.	Schedule 4F: Letters of Affirmation, clause 1.1, definition of	Affirmation, clause the entire Schedule and related	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:	
	'Letters of Affirmation', clause 10.8 and part of clause 21.17(f)	Disclosure of the information would reveal the contents of the Letters of Affirmation.	Section 32(1)(a)         ov           dis         dis		

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			The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a substantial commercial</li> </ul>
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects.
90.	Schedule 5: Escrow Agreement	The information not disclosed is the entire Schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information	TfNSW weighed the competing public interest considerations and
		Disclosure of the information would reveal the contents of the	are set out below.	determined that there was an
				overriding public interest against disclosure of this information
		Escrow Agreement required for the Tolling Equipment Works	The government contracts register does not	because:
		Subcontractor and the other relevant supplier, and the	require the inclusion of the commercial-in- confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a</li> </ul>
		Escrow Works Contractor before these have been agreed with the escrow agents	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors	substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and
			or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	<ul> <li>b) the public interest has been served relation to escrow in the D&amp;C Deed, and in light of</li> </ul>
			Section 32(1)(d)	this, there is an overriding public interest against the disclosure of the specific

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			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	terms of the Escrow Agreement.
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
	•	<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>		
91.	Schedule 5A: COVID- 19 Mitigation Measures	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
		in section 14 The disclosure of this information could prejudice the effective exercise by an age of the agency's functions.	Section 32(1)(d), item 1(f) of the table in section 14	overriding public interest against disclosure of this information because:
			prejudice the effective exercise by an agency	<ul> <li>a) the redacted information sets out the COVID-19 Mitigation Measures required to be</li> </ul>
			Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	implemented by the Contractor;

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			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.	<ul> <li>b) if disclosed, the redacted information would prejudice the effective exercise by TfNSW of its functions in negotiating the effects of COVID-19 with other contractors. The public interest in favour of disclosure has been served by revealing that the D&amp;C Deed addresses the impacts of COVID-19. In light of this disclosure there is an overriding public interest</li> </ul>
				against the disclosure; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

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€2.	Schedule 6A: WHT Planning Approval	The information redacted is part of the schedule including tables.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an		
			Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in- confidence provisions" at clause 1 of	overriding public interest against disclosure of this information because:		
			Schedule 4 The disclosure of this information could reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors.	<ul> <li>a) the redacted information sets out an allocation of responsibility between the Principal and the Contractor for specific planning approval conditions;</li> </ul>		
			Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14	b) the disclosure of the redacted information would provide		
			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.	insight into the level of risk which the Contractor was willing to price and accept and disclose the Contractor's cost structure; and		
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potentia future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and</li> </ul>		

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				prejudice the parties' legitimate business, commercial or financial interests.
93.	Schedule 6B: WHT Southern Tunnel Works Water	The information not disclosed are monetary amounts and dates.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in- confidence provisions" at clause 1 of Schedule 4	TfNSW weighed the competing public interest considerations and determined that there was an
	Discharge			overriding public interest against disclosure of this information because:
			The disclosure of this information discloses the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.	<ul> <li>a) the redacted information specifies the amount payable to the Contractor for the Pre- Agreed Variations and the dates on which the Principal is required to instruct the Pre-Agreed Variations;</li> </ul>
			Section 32(1)(d), item 4 (b), (c) and (d) of the table in section 14	<ul> <li>b) exposing the redacted information may provide</li> </ul>
			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.	insight into the amount that the Contractor was willing to accept for performing the work (and all affiliated risks) and would provide insight into the Contractor's cost structure and profit margins;
			There is an overriding public interest against disclosure.	<ul> <li>c) revealing the information</li> <li>would place the parties at a</li> <li>substantial commercial</li> <li>disadvantage in future</li> </ul>

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				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.	
94.	Schedule 8 (Terms of Access): Part B – Access to	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an	
	Construction Site Section (aa)(i)		Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	overriding public interest against disclosure of this information because:	
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>	
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>	

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				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> <li>Review: This information would be reviewed for disclosure as events and circumstances change.</li> </ul>

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95.	Schedule 21 Change Procedure (Clause 14) Section 3(a)(iv)	The information not disclosed is a reference to a redacted defined term .	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) revealing the redacted information would provide insight into TfNSW's approach to an agreement that has not yet been entered into;</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) disclosure of this information would prejudice the deliberative processes of TfNSW and would also prejudice the exercise of the TfNSW's functions;</li> </ul>
				c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties'

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				legitimate business, commercial or financial interests; and
				<ul> <li>d) TfNSW considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul>
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
96.	Schedule 22: Pre- Agreed Changes	The information not disclosed is the dollar amounts of total costs in relation to several Pre-	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
		Agreed Changes.	Section 32(1)(a)	overriding public interest against disclosure of this information
			The government contracts register does not require the inclusion of the commercial-in-	because:
		confidence provisions of a contract.	<ul> <li>a) the disclosure would place the Contractor at a</li> </ul>	
	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present	substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, would diminish the competitive commercial value of the		

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			or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	information and prejudice effective exercise by an
			Section 32(1)(d)	agency of the agency's ability to direct Pre-Agreed
			The government contracts register does not	Changes; and
			require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>b) the public interest has been served by disclosing general information about what each Pre-Agreed Change involves (including details about the amendments and other obligations) and, in light of</li> </ul>
			Section 14, Table items 1(f) and 4(b)-(d)	this, there is an overriding
			The disclosure of this information could reasonably be expected to have the following effects:	public interest against the disclosure of the precise dollar amounts and dates involved.
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	involved.
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			• diminish the competitive commercial value of the information; and	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
97.	Schedule 29: Lane Occupancy Fees	The information not disclosed is the entire Schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a)	TfNSW weighed the competing public interest considerations and
		Disclosure of the information would reveal the lane occupancy fees which the		determined that there was an overriding public interest against

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	Contractor may be required to pay.	The government contracts register does not require the inclusion of the commercial-in- confidence provisions of a contract. The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence'). <b>Section 32(1)(d)</b> The government contracts register does not require the such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record. <b>Section 14, Table items 4(b)-(d)</b> The disclosure of this information could reasonably be expected to have the following effects: • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties.	<ul> <li>disclosure of this information because:</li> <li>a) the disclosure would provide insight into key commercial details relating to the Contractor's risk position and place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</li> <li>b) the public interest has been served by disclosing the existence of Lane Occupancy Fees in the D&amp;C Deed disclosure of how those fees are calculated and applied.</li> </ul>

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ITEM 98.	REFERENCE Schedule 30: Project Insurances	INFORMATION REDACTED The information not disclosed is the entire Schedule. Disclosure of the information would reveal sensitive information regarding the value of certain insurances, claims, excesses, and other sensitive amounts in relation to the Project's insurances.		
			<ul> <li>effects:</li> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	

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			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			• prejudice the legitimate business interests of the parties.	
99.	Schedule 31A: D&C Payment Schedule	The information not disclosed is the entire Schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information	TfNSW weighed the competing public interest considerations and
		Disclosure of the information would reveal sensitive pricing	are set out below. Section 32(1)(a)	determined that there was an overriding public interest against
	information for the Project disc	disclosure of this information because:		
		such as forecast monthly	require the inclusion of the commercial-in- confidence provisions of a contract.	a) the disclosure would reveal sensitive financial information
	Prices. The information is a 'commercial-in- confidence provision', because it discloses the Contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence'). b) the put	and place the Contractor at a substantial commercial disadvantage; and		
		, ,		
			Section 32(1)(d)	served by disclosing the calculation of certain
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	payments and the items for payment, and in light of this, there is an overriding public interest against the disclosure of the specific dollar amounts involved.
			Section 14, Table items 4(b)-(d)	
			The disclosure of this information could reasonably be expected to have the following effects:	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			<ul> <li>contract;</li> <li>diminish the competitive commercial value of the information; and</li> <li>prejudice the legitimate business</li> </ul>	
			interests of the parties.	
100.	Schedule 34: Delay Cost Caps	The information not disclosed is the entire Schedule, which includes information relating to	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
		the Contractor's Delay Cost Caps and corresponding phases.	Section 32(1)(a)	CONSIDERATIONS TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor's cost structures;
			The government contracts register does not	
		confidence provisions of a contract.	require the inclusion of the commercial-in- confidence provisions of a contract.	<i>, , , ,</i>
			The information is a 'commercial-in- confidence provision', because it discloses the contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').	<ul> <li>public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor's cost structures; and</li> <li>b) the public interest has been served by disclosing details of the phases, existence of the Delay Cost Caps and general obligations in relation to the Delay Cost Caps in the D&amp;C Deed and, in light of this, there is an overriding public interest against the</li> </ul>
			Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	the Delay Cost Caps and general obligations in relation to the Delay Cost Caps in the D&C Deed and, in light of this, there is an overriding public interest against the disclosure of the specific
			Section 14, Table items 4(b)-(d)	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			The disclosure of this information could reasonably be expected to have the following effects:	
			<ul> <li>reveal commercial-in- confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	
101.	Schedule 35:The information not disclosed is all dollar amounts (both rates and total cost columns).		The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
		Disclosure of the information	Section 32(1)(a)	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the disclosure would place the Contractor at a substantial commercial disadvantage and reveal the contractor's cost structures; and
		would reveal the dollar price for the listed spare parts items.	The government contracts register does not require the inclusion of the commercial-in- confidence provisions of a contract.	
			The information is a 'commercial-in- confidence provision', because it discloses the contractor's cost structure or profit margins (Schedule 4, paragraph (b) of the definition of 'commercial in confidence').	substantial commercial disadvantage and reveal the contractor's cost structures;
			Section 32(1)(d)	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of	information about the spare parts items and, in light of this, there is an overriding

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS	
			such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	disclosure of the precise dollar amounts involved.	
			Section 14, Table items 4(b)-(d)		
			The disclosure of this information could reasonably be expected to have the following effects:		
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>		
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>		
			• prejudice the legitimate business interests of the parties.		
102.	Schedule 37A: WHT Interface Milestones		The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an	
		Disclosure of the information	Section 32(1)(a)	disclosure of the precise dollar amounts involved.	
		would reveal the value of the WHT Incentive Payments.	The government contracts register does not		
			require the inclusion of the commercial-in- confidence provisions of a contract.		
			The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	margins, place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS	
			<ul> <li>Section 32(1)(d)</li> <li>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.</li> <li>Section 14, Table items 1(f) and 4(b)-(d)</li> <li>The disclosure of this information could reasonably be expected to have the following effects: <ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> <li>reveal commercial-in-confidence provisions of the contract;</li> <li>diminish the competitive commercial value of the information; and</li> <li>prejudice the legitimate business interests of the parties.</li> </ul> </li> </ul>	competitive commercial value of the information; and b) the public interest has been served by disclosing general information about each WHT Interface Milestones (such as the works reference and date for completion) that corresponds with the WHT Incentive Payments and, in light of this, there is an overriding public interest against the disclosure of the precise dollar amounts involved.	
103.	Schedule 37AA: WHT Southern Tunnel Deign Milestones	The information not disclosed is all dollar amounts for the liquidated damages payable in respect of each WHT Southern Tunnel Design Milestone. Disclosure of the information would reveal the liquidated damages in respect of the WHT	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below. Section 32(1)(a) The government contracts register does not require the inclusion of the commercial-in- confidence provisions of a contract.	<ul> <li>TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</li> <li>a) the disclosure would reveal cost structures and profit</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
		Southern Tunnel Design Milestones.	The information is a 'commercial-in- confidence' provision, because it is a matter the disclosure of which would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').	margins, place the Contractor at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects, and would diminish the competitive commercial value
		Section 32(1)(d)	of the information; and	
			The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract or any other information in relation to a contract that is of such a nature that its inclusion in a record would result in there being an overriding public interest against disclosure of the record.	<ul> <li>b) the public interest has been served by disclosing general information about each WHT Southern Tunnel Design Milestone (such as the works reference and date for completion) that corresponds with the respective rate of liquidated damages payable</li> </ul>
			Section 14, Table items 1(f) and 4(b)-(d)	and, in light of this, there is
			The disclosure of this information could reasonably be expected to have the following effects:	an overriding public interest against the disclosure of the precise dollar amounts involved.
			<ul> <li>prejudice effective exercise by an agency of the agency's functions;</li> </ul>	
			<ul> <li>reveal commercial-in-confidence provisions of the contract;</li> </ul>	
			<ul> <li>diminish the competitive commercial value of the information; and</li> </ul>	
			<ul> <li>prejudice the legitimate business interests of the parties.</li> </ul>	

## 3. **D&C DEED EXHIBITS**

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
104.	Exhibit A: Rozelle Interchange D&C Independent Certifier	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Deed		<ul> <li>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</li> <li>The disclosure of the information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</li> <li>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</li> <li>disclosure of this information because:         <ul> <li>a) the redacted information so out the form of Independe Certifier Deed; and</li> <li>b) revealing the information would disclose the apportionment of risk</li> </ul> </li> </ul>	because:
				out the form of Independent Certifier Deed; and
			·	would disclose the
			4(d) of the table in section 14)	between the parties in
			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.	relation to the Independent Certifier and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial
			There is an overriding public interest against disclosure.	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 a person's legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS	
				commercial or financial interests.	
105.	Exhibit B: Deed of Disclaimer	The information not disclosed is the entire Exhibit.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an	
section 14	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>	overriding public interest reason against disclosure of this information because:			
	The disclosure of this information would reveal an individual's personal information.	a) the redacted information would disclose personal			
			There is an overriding public interest against disclosure.	information of individuals, including names.	
				<ul> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Information Documents, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and</li> </ul>	
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future</li> </ul>	

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests
				TfNSW 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.
106.	Exhibit C: Third Party Agreements	The information redacted is part of the schedule, including tables.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4	overriding public interest against disclosure of this information because:
			The disclosure of this information would place the Contractor at a substantial commercial	<ul> <li>a) the redacted information sets out an allocation of responsibility between the</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			disadvantage in relation to potential competitors.	Principal and the Contractor for the requirements of third
			Section 32(1)(d), item 1(f) of the table in section 14	party agreements and sets out the commercial arrangement between the
			The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.	Principal and a third party which is an interfacing party which the Principal is still in
			Section 32(1)(d), items 4(b), (c) and (d) of the table in section 14	the process of negotiating. If the redacted information were disclosed, the relevant
			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.	third party 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;
				<ul><li>b) the disclosure of the redacted information would:</li></ul>
				<ul> <li>a. provide insight into the level of risk which the Contractor was willing to price and accept and provide insight into the Contractor's views on its own capabilities</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS	
					and those of the third parties
				Ь.	reveal an itemisation of work which the Principal and the Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements;
				would substa disadv project as the readily future and co the dis inform inform comme prejud legitim	ng the information place the parties at a ntial commercial antage in future ts of a similar nature, information would be accessible to potential clients, competitors ntractors. Therefore closure of the ation would reduce the ation's competitive ercial value and ice the parties' ate business, ercial or financial its.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
107.	Exhibit D: Deed of Appointment of Environmental	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Representative (Rozelle Interchange)		Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)	overriding public interest against disclosure of this information because:
			The disclosure of the information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.	<ul> <li>a) the redacted information sets out the Deed of appointment of the Environmental Representative; and</li> </ul>
			Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)	<ul> <li>b) revealing the information would disclose the apportionment of risk</li> </ul>
			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.	between the parties in relation to the Environmental Representative and the nature of risk the Contractor was willing to price and accept. This would place the
			There is an overriding public interest against disclosure.	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 a person's legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				commercial or financial interests.
108.	Exhibit E: Overall D&C Program (Rozelle Interchange), Overall	ogram (Rozelle terchange), Overall ogram (WHT buthern Tunnel orks) and upporting formationentire schedule.support the non-disclosure of the informati are set out below.Section 32(1)(a), paragraphs (b) and of the definition of "commercial-in- confidence provisions" at clause 1 of 	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Program (WHT Southern Tunnel Works) and Supporting Information		confidence provisions" at clause 1 of	overriding public interest against disclosure for the following reasons:
			The disclosure of this information discloses	<ul> <li>a) the redacted information sets out the documents which form the Overall D&amp;C Program;</li> </ul>
			substantial commercial disadvantage in relation to potential contractors and provide visibility on the Contractor's profit margins.	<ul> <li>b) exposing the redacted information would reveal the level of risk the Contractor</li> </ul>
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	was willing to price and accept in relation to the
			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.	timing of the delivery of the works. It would also reveal a program which the Contractor has invested a significant amount of time developing, and which the Contractor may want to use
			There is an overriding public interest against disclosure.	in future bids to gain a competitive advantage; and
				<ul> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature,</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				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.
109.	Exhibit F: Insurance Policies	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in- confidence provisions" at clause 1 of	overriding public interest against disclosure for the following reasons:
			Schedule 4 The disclosure of this information discloses	a) the redacted information sets out the terms of the
			the Contractor's cost structure or profit margins and would place the Contractor at a	insurance policies required under the D&C Deed;
		substantial commercial disadvantage in relation to potential contractors and provide visibility on the Contractor's profit margins.	<ul> <li>b) exposing the redacted information would reveal the apportionment of risk</li> </ul>	
			Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14	between the Principal and the Contractor in relation to its
			The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information	insurance obligations and insurance risk, and the level of insurance risk that the

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT		BLIC INTEREST NSIDERATIONS
			to a person and prejudice a person's legitimate business and commercial interests.		Contractor was willing to price and accept;
			There is an overriding public interest against disclosure.	c)	the scope of the insurance may be taken as an indication of the risk levels involved with the Contractor's obligations under the D&C Deed. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements;
				d)	knowledge of the extent of the insurance obligations may have adverse impacts on the Contractor's ability to negotiate with its subcontractors and other related parties, particularly in circumstances where the Contractor seeks to ensure those parties effect their own insurance; and
				e)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.
110.	Exhibit H: Site Access Schedule	The information not disclosed is all dates for access to site areas.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			Section 32(1)(d), item 1(f) of the table in section 14	overriding public interest against disclosure for the following reasons:
			The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.	<ul> <li>a) the redacted information sets out the site access dates for various site access areas to</li> </ul>
			Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14	be provided to the Contractor;
			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.	<ul> <li>b) the disclosure of the redacted information would reveal the apportionment of risk negotiated between the parties, provide insight into the Contractor's views on its</li> </ul>
			There is an overriding public interest against disclosure.	own capabilities and the level of risk which it was willing to price and accept in respect of the programming of the work under the D&C Deed;

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				c) if the information were revealed it could place the Contractor at a substantial commercial disadvantage in future projects of a similar nature and diminish the competitive commercial value of that information to the Contractor, as the information would be readily accessible to other contractors who the Contractor may have to negotiate or bid against; and
				<ul> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</li> </ul>
111.	Exhibit K: Tolling Interface Deed	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4	overriding public interest against disclosure because:
			The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.	<ul> <li>a) the redacted information is a deed to be entered, or already entered, into by the Contractor which sets out mechanisms to address</li> </ul>
			Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14	certain interface risk under the D&C Deed;
			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.	<ul> <li>b) exposing the redacted information would reveal the apportionment of risk between relevant parties, and the risk that the Contractor was willing to price and accept; and</li> </ul>
			There is an overriding public interest against disclosure.	c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business,

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
				commercial or financial interests.
112.	Exhibit L: WestConnex AIP Plan	The information not disclosed is all names and contact details of individuals.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			Section 14, Table item 3(a), (b) and (f)	overriding public interest against disclosure of this information
	The disclosure of this information could		because:	
			reasonably be expected to have the following effects:	<ul> <li>a) the disclosure would reveal personal information of</li> </ul>
			<ul> <li>reveal an individual's personal information;</li> </ul>	individuals; and
			<ul> <li>expose a person to a risk of harm or of serious harassment or serious</li> </ul>	<ul> <li>b) the public interest has been served by disclosing the physical business addresses of the Principal and Contractor.</li> </ul>
113.	Exhibit O: Collateral Warranty Deeds	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
	Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4 The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.	definition of "commercial-in-confidence	overriding public interest against disclosure because:	
		<ul> <li>a) the redacted information sets out the form of the collateral</li> </ul>		
		the Contractor at a substantial commercial disadvantage in relation to potential	warranty required to be provided under the D&C Deed which the Contractor is required to design, construct	
		Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14	and handover to TfNSW; and	
				<ul> <li>revealing the information would disclose an</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			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.	apportionment of the risk between the parties and the nature of risk the Contractor was willing to price and accept. This 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 a person's legitimate business, commercial or financial interests.
114.	Exhibit P: Contractor Cooperation and Integration Deed	The information not disclosed is the entire Exhibit.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			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.	overriding public interest reason against disclosure of this information because:
				<ul> <li>a) the redacted information sets out the form of the interface agreements that the Contractor is to enter into with the Asset Trustee;</li> </ul>

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			There is an overriding public interest against disclosure.	<ul> <li>b) the disclosure of the redacted information would reveal the level of interface risk that the Contractor was willing to price and accept in relation to interface of the works under the D&amp;C with the works to be performed by the Asset Trustee; and</li> </ul>
				c) therefore the disclosure of this information would place TfNSW at a commercial disadvantage in future negotiations with by making 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.
115.	Exhibit Q: Western Harbour Tunnel – Rozelle Interchange Interface Deed	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT		BLIC INTEREST NSIDERATIONS
			Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence		erriding public interest against closure because:
			<b>provisions" at section 1 of Schedule 4</b> The disclosure of this information would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.	a)	the redacted information is a deed to be entered into by the Contractor which sets out mechanisms to address interface risk under the D&C
			Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14	b)	Deed; exposing the redacted
			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.		information would reveal the apportionment of risk between parties, and the risk that the Contractor was willing to price and accept; and
			There is an overriding public interest against disclosure.	c)	revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial

interests.

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
116.	Exhibit R: WHT Independent Certifier Deed	The information redacted is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an
			Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)	overriding public interest against disclosure of this information because:
			The disclosure of the information would place the Contractor at a substantial commercial disadvantage in relation to potential	<ul> <li>a) the redacted information sets out the form of Independent Certifier Deed; and</li> </ul>
			competitors and other contractors.	b) revealing the information
			Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)	would disclose the apportionment of risk between the parties in
			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.	relation to the Independent Certifier and the nature of risk the Contractor was willing to price and accept. This would place the parties at a substantial commercial
			There is an overriding public interest against disclosure.	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 a person's legitimate business,

ITEM REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
			commercial or financial interests.

## 4. D&C DEED AMENDMENT AND RESTATEMENT DEED

ITEM	REFERENCE	INFORMATION REDACTED	REASON(S) FOR REDACTION UNDER THE GIPA ACT	PUBLIC INTEREST CONSIDERATIONS
117.	<ul> <li>117. Clause 1.1, definition of 'Conditions Precedent Satisfaction Date'</li> </ul>	The information not disclosed is the date by which the Conditions Precedent must be satisfied.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:
			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.	<ul> <li>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to Conditions Precedents; and</li> </ul>
			There is an overriding public interest against disclosure.	<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>

				<ul> <li>c) the public interest has been served by revealing that the D&amp;C Deed includes a Conditions Precedent Satisfaction Date.</li> </ul>	
118. Clause block	Clause 7.4, execution block	The information not disclosed is all names and contact details of individuals.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information	
			Section 14, Table item 3(a), (b) and (f)		
			The disclosure of this information could reasonably be expected to have the following effects: • reveal an individual's personal information;	because:	
				<ul> <li>a) the disclosure would reveal personal information of individuals; and</li> </ul>	
				b) the public interest has been	
			<ul> <li>expose a person to a risk of harm or of serious harassment or serious intimidation.</li> </ul>	served by disclosing the physical business addresses of the Principal and Contractor.	
119.		The information not disclosed is the entire schedule.	The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.	TfNSW weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the following reasons:	
			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.	<ul> <li>a) the redacted information concerns the scope of works and technical criteria;</li> </ul>	
				<ul> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature,</li> </ul>	

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

c) TfNSW considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.