

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

## **Explanatory Table**

### **Sydney Metro City & Southwest – Southwest Metro – Platform Screen Doors and Mechanical Gap Fillers Design, Supply and Install Contract**

#### **Contract Number: 13027**

Capitalised terms in this table have the meaning given to them in the Sydney Metro City & Southwest Metro – Platform Screen Doors and Mechanical Gap Fillers Design, Supply and Install Contract (**PSD/MGF Contract**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

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

The Scope of Works and Technical Criteria (**SWTC**) and Schedule 43 (*Electronic Files*) contain a large number of files and are subject to technical size limitations. As such, these documents to the PSD/MGF Contract have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact [SMPurchase@transport.nsw.gov.au](mailto:SMPurchase@transport.nsw.gov.au) to arrange a time to inspect.

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
<b>MAIN BODY</b>				
1.	Contents page	The information redacted is clause and schedule headings for clauses and schedules which have been redacted entirely in the main body of the PSD/MGF Contract and references to defined terms which have been redacted entirely in the main body of the PSD/MGF Contract.	As per reasons for relevant clause.	As per considerations for relevant clause.
2.	Clause 1.1 <i>(Definitions)</i> Definitions relating to a redacted clause or part of a clause	The information redacted is entire definitions, including the defined term, that relate to clauses or schedules where references to those defined terms has been redacted.	As per reasons for relevant clause.	As per considerations for relevant clause.
3.	Definition of "Scheduled Date for Commencement of the Installation Activities"  Clause 1.1 <i>(Definitions)</i>	The information redacted is the Scheduled Date for Commencement of the Installation Activities	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:  (a) the redacted information is the Scheduled Date for Commencement of the Installation Activities; and

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				<p>(b) the agency needs to comply with usual internal processes to communicate Installation Activity dates to relevant stakeholders prior to any public disclosure.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	<p>Clauses 2.7(b)(i), 2.7(b)(ii) and postamble of 2.7(d)(i) (Unconditional Undertakings)</p>	<p>The information redacted is percentage amounts, setting out the amounts of the unconditional undertakings provided by the PSD/MGF Contractor.</p>	<p><i>Section 32(1)(d), item 4(b) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the percentage of the Contract Sum that the PSD/MGF Contractor must provide to Sydney Metro as an unconditional undertaking;</p> <p>(b) exposing the redacted information would reveal how the parties apportioned risk for security and therefore the level of risk that the PSD/MGF Contractor was willing to price; and</p> <p>(c) the public interest has been served by revealing that unconditional undertakings are required from the PSD/MGF Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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5.	Clause 2A	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a bespoke commercial arrangement between Sydney Metro and the PSD/MGF Contractor with respect to delivering the Works. The parties invested significant time developing this arrangement which is a competitive differentiator of its proposal and therefore part of its successful bidding strategy. The PSD/MGF Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information could prejudice the PSD/MGF Contractor's legitimate business, commercial or financial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks that the parties were prepared to accept. Disclosing this information may provide insight into the PSD/MGF Contractor's views on its potential capabilities in delivering the Works;</p> <p>(c) disclosing the information could reveal the current contracting strategy of Sydney</p>

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				<p>Metro and place Sydney Metro at a commercial disadvantage; and</p> <p>(d) Sydney Metro considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 5A	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a bespoke commercial arrangement between Sydney Metro and the PSD/MGF Contractor with respect to delivering the Works and the disclosure of this information could prejudice the PSD/MGF Contractor's legitimate business, commercial or financial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks that the parties were prepared to accept; and</p> <p>(c) Sydney Metro considers that any public interest in favour of the disclosure of this information is outweighed by the public</p>

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				<p>interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 7.3A	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information, together with other information which has also been redacted, sets out a bespoke commercial arrangement between Sydney Metro and the PSD/MGF Contractor with respect to delivering the Works. The parties invested significant time developing this arrangement which is a competitive differentiator of its proposal and therefore part of its successful bidding strategy. The PSD/MGF Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information could prejudice the PSD/MGF Contractor's legitimate business, commercial or financial interests;</p> <p>(b) disclosing the redacted information would provide insight into the apportionment of risks that the parties were prepared to accept. Disclosing this information may provide insight into the PSD/MGF</p>

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				<p>Contractor's views on its potential capabilities in delivering the Works;</p> <p>(c) disclosing the information could reveal the current contracting strategy of Sydney Metro and place Sydney Metro at a commercial disadvantage; and</p> <p>(d) Sydney Metro considers that any public interest in favour of the disclosure of this information is outweighed by the public interests against disclosure identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 7.6(f) (PSD/MGF Contractor initiated Variations)	The information redacted is a percentage amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the PSD/MGF Contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) exposing the redacted information would reveal the apportionment of any savings as a result of a variation initiated by the PSD/MGF Contractor, and this percentage is an amount that formed part of the PSD/MGF Contractor's overall cost structure and approach to submitting a competitive tender;</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future</p>

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			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
9.	<p>Clause 8.9(b)(iii) and 8.9(b)(iv) <i>(Indemnity for delays to rail services)</i></p>	<p>The information redacted is a dollar amount.</p>	<p><i>Section 32(1)(d), item 4(b) of the table in section 14.</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information if revealed would disclose the maximum dollar amount which the PSD/MGF Contractor would be liable to Sydney Metro for events described in clauses 8.9(b)(i) or 8.9(b)(ii) for a delayed event or the late return of track possession;</li> <li>(b) exposing this information may provide insight into the level of risk that the PSD/MGF Contractor was willing to price and accept;</li> <li>(c) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor, and therefore the level of risk that the PSD/MGF Contractor was willing</li> </ul>



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				<p>to price and accept in relation to a delayed event or the late return of track possession. Exposing this information may also provide insight into the PSD/MGF Contractor's views on its potential capabilities and likelihood of certain events arising;</p> <p>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(e) the public interest has been served by revealing the existence of the 'indemnity for delays to rail services' regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of this dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clause 11.15A ( <i>Time and Progress</i> )	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	Sydney Metro 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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			<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract.</p>	<p>(a) the redacted information sets out a bespoke arrangement agreed between the parties to apportion risk with respect to the failure by Sydney Metro to procure the occurrence of certain works. The disclosure of this information would provide insight on how the parties apportioned risk for the timing of certain interface works, and therefore the risk that the PSD/MGF Contractor was willing to price and accept; and</p> <p>(b) revealing the information would place Sydney Metro 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.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
11.	<p>Clauses 11.16(d)(v) and 11.16(e)(v)</p> <p><i>(Time and Progress)</i></p>	<p>The information redacted is part of a clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a bespoke arrangement agreed between the parties in relation to the PSD/MGF Contractor's entitlement to payment where Sydney Metro directs a compression of works. The disclosure of this information would provide insight on how the parties apportioned risk for compressing the</p>

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>PSD/MGF Contractor's Activities, and therefore the risk that the PSD/MGF Contractor was willing to price and accept;</p> <p>(b) exposing the redacted information would provide insight on the PSD/MGF Contractor's cost structure and approach to pricing in the scenario where a compression is directed; and</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 12.6(a) and 12.6(b) (Payment)	The information redacted is a percentage amount.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) exposing the redacted information would reveal the maximum amount the PSD/MGF Contractor is entitled to be paid if certain conditions are not satisfied; and</p>

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			There is an overriding public interest against disclosure.	<p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 14.6 (Public and Products Liability Insurance)	The information redacted is part of a clause.	<p><i>Section 32(a)(a), item 4(b) of the table in section 14</i></p> <p>The disclosure of this information would reveal the commercial-in-confidence provisions of a government contract.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the redacted information sets out specifically negotiated positions in respect to the application of the respective parties' insurances; and</p> <p>(b) disclosing the information would reveal the apportionment of risk for making insurance claims in certain circumstances.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 15.2(a) post-amble	The information redacted is a percentage amount.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there</p>

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	<i>(Limit of PSD/MGF Contractor's Liability)</i>		<p>by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>was an overriding public interest against disclosure because:</p> <p>(a) the redacted information sets out commercially sensitive information, being the amount of the limit on the PSD/MGF Contractor's liability;</p> <p>(b) the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to liability under the PSD/MGF Contract;</p> <p>(c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and</p> <p>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Clause 15.4(a) <i>(Qualification on Limitation and</i>	The information redacted is the entire clause.	<i>Section 32(1)(d), item 1(f) of the table in section 14</i>	Sydney Metro weighed the competing public interest considerations and determined that there

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	<i>Exclusion of Liability)</i>		<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out commercially sensitive information regarding the exclusions to the liability and claims regime under the PSD/MGF Contract;</li> <li>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to liability under the PSD/MGF Contract;</li> <li>(c) the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information to the parties; and</li> <li>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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16.	Clauses 16.4(c), 16.4(d)(i) and 16.4(d)(ii) <i>(Immediate Termination or Take-Out)</i>	The information redacted is a percentage amount.	<i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i> 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.	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons: <ul style="list-style-type: none"> <li>(a) the redacted information sets out the percentage value of the aggregate liability of the PSD/MGF Contractor in respect of the Contract Sum that, if reached, gives rise to an immediate right to terminate or take scope out of the hands of the PSD/MGF Contractor;</li> <li>(b) exposing the redacted information would reveal the level of risk that Sydney Metro was willing to accept in relation to its termination rights against the PSD/MGF Contractor;</li> <li>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>(d) the public interest has been served by revealing the existence of a right to terminate when the PSD/MGF Contractor's liability exceeds a specific percentage of the Contract Sum. In light of this</li> </ul>

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				<p>disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clause 16.10(a)(v) <i>(Payment for Termination for Convenience)</i>	The information redacted is a percentage amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the PSD/MGF Contractor 's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out a percentage relevant to the amounts payable to the PSD/MGF Contractor on account of profit and overheads following a termination for convenience;</li> <li>(b) exposing the redacted information would reveal the percentage that the PSD/MGF Contractor was willing to accept for the termination for convenience under the PSD/MGF Contract. Exposing this information may provide insight into the PSD/MGF Contractor's profit margins and cost structure; and</li> <li>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</li> </ul>



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				<p>parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Execution page of the main body of the PSD/MGF Contract	The information redacted is the names and signatures of the signatories.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
<b>SCHEDULES</b>				
19.	Item 1 Schedule 1 ( <i>Contract Particulars</i> )	The information redacted is a time period.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out the expiry of the Defects Rectification Period;</li> <li>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to the rectification of defects after the Date of Construction Completion of a Portion, and therefore</li> </ul>

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			There is an overriding public interest against disclosure.	<p>exposes the level of risk that the PSD/MGF Contractor was willing to price and accept. Exposing this information may also provide insight into the PSD/MGF Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the fact that there is a Defects Rectification Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates or periods.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Item 4 Schedule 1 (Contract Particulars)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the amount of the Original Contract Price; and</p>

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			<p>with other information that is not included) would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.</p>
21.	Item 5 Schedule 1 ( <i>Contract Particulars</i> )	The information redacted is the name of the Principal's Representative.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information and is outweighed by the public interest against the disclosure as identified above.</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
22.	Item 8 Schedule 1 (Contract Particulars)	The redacted information is a date.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out the expiry of the Systemic Defects Protection Period;</li> <li>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to the protection period of systemic defects after the Date of Construction Completion of a Portion, and therefore exposes the level of risk that the PSD/MGF Contractor was willing to price and accept. Exposing this information may also provide insight into the PSD/MGF Contractor's views on its potential capabilities and likelihood of ongoing defects arising;</li> <li>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
				<p>(d) the public interest has been served by revealing the fact that there is a Systemic Defects Protection Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates or periods.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Item 11 Schedule 1 (Contract Particulars)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the threshold value of Subcontracts which will require approval;</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the threshold value. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			There is an overriding public interest against disclosure.	<b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.
24.	Item 14 Schedule 1 <i>(Contract Particulars)</i>	The information redacted is a dollar amount.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out the minimum dollar amount for professional indemnity insurance required to be maintained by the PSD/MGF Contractor under the PSD/MGF Contract;</li> <li>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to their insurance obligations and insurance risk, and the level of insurance risk that the PSD/MGF Contractor was willing to price and accept;</li> <li>(c) knowledge of the minimum coverage amount of the insurances may have adverse impacts on the PSD/MGF Contractor's ability to negotiate: <ul style="list-style-type: none"> <li>(i) with its subcontractors and other related parties, particularly in circumstances where the PSD/MGF Contractor seeks to ensure those parties effect their own insurance; and</li> </ul> </li> </ul>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
				<p>(ii) in future bids in relation to effecting and maintaining insurances with a minimum level of indemnity;</p> <p>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by Sydney Metro of its functions; and</p> <p>(e) the public interest has been served by revealing the existence of the insurances, and that there are limits on the extent of coverage. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information will be reviewed for disclosure as events and circumstances change.</p>
25.	Item 15 Schedule 1 (Contract Particulars)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the redacted information sets out the threshold value for Subcontracts which will</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			<p>included) would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>require the security of payment provisions set out in Schedule 8; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the threshold value. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Item 16 Schedule 1 (Contract Particulars)	The information redacted is a dollar amount.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the threshold value for Subcontracts which will require the relevant Subcontractor to execute the subcontractor deed set out in Schedule 17; and</p>



Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			<p>to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Item 18 Schedule 1 (Contract Particulars)	The information redacted is a percentage amount.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information (or the combination of this information with other information that is not included) which if disclosed would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the percentage figures to be applied to Variation costs; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Item 19 Schedule 1 (Contract Particulars)	The information redacted are names of the PSD/MGF Contractor's Personnel.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names.</p> <p>Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information and is outweighed by the public interest against the disclosure as identified above.</p>
29.	Item 22 Schedule 1	The information redacted is a dollar amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
	(Contract Particulars)		<p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information sets out the amount of the daily cap on delay damages;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to delay risks. Exposing this information may provide insight into the PSD/MGF Contractor's views on its potential capabilities and the likelihood of delay;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the daily cap on delay damages. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
30.	Item 23 Schedule 1 (Contract Particulars)	The information redacted is a percentage amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out the percentage figure cap for liquidated damages;</li> <li>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>(c) the public interest has been served by revealing the existence of the cap. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Item 24 Schedule 1 (Contract Particulars)	The information redacted is dollar amounts.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out the minimum dollar amount of certain</li> </ul>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>insurances required to be maintained by the PSD/MGF Contractor under the PSD/MGF Contract;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to their insurance obligations and insurance risk, and the level of insurance risk that the PSD/MGF Contractor was willing to price and accept;</p> <p>(c) knowledge of the minimum coverage amount of the insurances may have adverse impacts on the PSD/MGF Contractor's ability to negotiate:</p> <ul style="list-style-type: none"> <li>(i) with its subcontractors and other related parties, particularly in circumstances where the PSD/MGF Contractor seeks to ensure those parties effect their own insurance and effecting insurances; and</li> <li>(ii) in future bids in relation to effecting and maintaining insurances with a minimum level of indemnity;</li> </ul> <p>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
				<p>commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by Sydney Metro of its functions; and</p> <p>(e) the public interest has been served by revealing the existence of the insurances, and that there are limits on the extent of coverage. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change</p>
32.	Item 26 Schedule 1 <i>(Contract Particulars)</i>	The information redacted is personal names and contact information.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and email addresses.</p> <p>Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
33.	Schedule 2 Part A, Table 1 <i>(Portions and Milestones)</i>	The information redacted is dollar amounts.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the rate of liquidated damages payable if</p>

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure</p>	<p>Construction Completion of Portions 1 and 2 does not occur by the relevant Date for Construction Completion;</p> <p>(b) exposing the redacted information would reveal the risk that the PSD/MGF Contractor priced and accepted in relation to liquidated damages regime. Exposing this information may provide insight into the PSD/MGF Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, as future parties will be able to see what level of risk the parties were willing to accept in relation to delay by a certain date. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the obligation of the PSD/MGF Contractor to achieve Construction Completion of Portions 1 and 2 by the relevant Date for Construction Completion. In light of this disclosure there is an</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
				<p>overriding public interest against the disclosure of the dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Schedule 2 Part B, Table 2 <i>(Portions and Milestones)</i>	The redacted information is dates and a description.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the redacted information sets out the Date for Milestone Achievement for each Milestone;</li> <li>(b) the description of Milestone 4;</li> <li>(c) exposing the redacted information would reveal the risk that the PSD/MGF Contractor accepted in relation to the relevant Date for Milestone Achievement. Exposing this information may provide insight into the PSD/MGF Contractor's views on its potential capabilities and likelihood of there being a delay to the project;</li> <li>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors, as future parties will be able to see what level of risk the parties were willing to accept in relation to delay by a certain date.</li> </ul>



Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
				<p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(e) the public interest has been served by revealing the Milestones which the PSD/MGF Contractor must achieve by the relevant Date for Milestone Achievement. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
35.	Schedule 2 Part B, Table 3 <i>(Portions and Milestones)</i>	The information redacted is the amount of the Milestone Performance Payment.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the PSD/MGF Contractor's profit margins.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information specifies the value of the Milestone Performance Payment;</p> <p>(b) exposing the redacted information may provide insight into the amount that the PSD/MGF Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the PSD/MGF Contractor's cost structure and profit margins;</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(c) disclosure of the redacted information may provide insight on how the PSD/MGF Contractor priced and accepted the work for the project; and</p> <p>(d) if this information were revealed, it 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 PSD/MGF Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Schedule 3 <i>(Payment Breakdown Schedule)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information specifies the amounts payable to the PSD/MGF Contractor for the works and itemises the components of the Contract Sum and pricing assumptions;</p> <p>(b) exposing the redacted information may provide insight into the amount that the PSD/MGF Contractor was willing to price and accept for performing the work (and</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
			<p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the PSD/MGF Contractor's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>all affiliated risks) and would provide insight into the PSD/MGF Contractor's cost structure and profit margins; and</p> <p>(c) disclosure of the redacted information may provide insight on how the PSD/MGF Contractor priced and accepted the work for the project; and</p> <p>(d) if this information were revealed, it 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 PSD/MGF Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Schedule 7 <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out an allocation of responsibility between Sydney Metro and the PSD/MGF Contractor for the requirements of third party agreements;</p>

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) the disclosure of the redacted information would:</p> <ul style="list-style-type: none"> <li>(i) provide insight on the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to the Third Party Agreements, and therefore the risk that the PSD/MGF Contractor was willing to price and accept;</li> <li>(ii) provide insight into the PSD/MGF Contractor's views on its own capabilities and those of the third parties; and</li> <li>(iii) reveal an itemisation of work which Sydney Metro and the PSD/MGF Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements; and</li> </ul> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature as the information would be readily accessible to potential future clients, competitors and contractors, and would place Sydney Metro at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same or similar third party agreements. Therefore the</p>

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				<p>disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Schedule 8B ( <i>Installation Subcontractor Side Deed</i> ) and Schedule 8C ( <i>Appointment of Principal Contractor Side Deed</i> )	The information redacted is site descriptions, site access expiry dates and conditions of access.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>(i) details relating to site access; and</li> <li>(ii) the Area of Site, Site Access Date, Site Access Expiry Date and Conditions of Access for various site areas;</li> </ul> <p>(b) the PSD/MGF Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the PSD/MGF Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the PSD/MGF Contractor's intellectual property. The PSD/MGF Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
				<p>disclosure of this information would reduce its competitive commercial value;</p> <p>(c) the PSD/MGF Contractor has obligations under the PSD/MGF Contract with respect to accessing the Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the PSD/MGF Contractor's views on its own capabilities and the level of risk the PSD/MGF Contractor was willing to price and accept. If this information were revealed, it could place the PSD/MGF Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PSD/MGF Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the PSD/MGF Contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
39.	Schedule 12 <i>(Prices and Rates for valuation of Variations and Overhead Costs)</i>	The information redacted is part of the schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the PSD/MGF Contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information specifies:</p> <ul style="list-style-type: none"> <li>(i) the prices and rates for valuation of Variation and Overhead Costs and assumption which the PSD/MGF Contractor has priced the Variations and Overhead Costs;</li> <li>(ii) the schedule of rates relevant to certain plant, equipment and labour; and</li> <li>(iii) specified Overhead Costs to which the rates are applied;</li> </ul> <p>(b) exposing the redacted information may provide insight into the amount that the PSD/MGF Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the PSD/MGF Contractor's cost structure and profit margins; and</p> <p>(c) disclosure of the redacted information may provide insight on how the PSD/MGF Contractor priced and accepted the work for the project, and if this information were revealed, it would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible</p>

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				<p>to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the PSD/MGF Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Schedule 13 <i>(List of warranties required from Subcontractors)</i>	The information redacted are time periods.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the warranty periods for specified components of the Works for which the PSD/MGF Contractor must procure warranties from the relevant Subcontractors;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to Subcontractor warranties, and therefore the level of risk that the PSD/MGF Contractor was willing to price and accept in relation to those warranties;</p> <p>(c) the warranty periods provide insight into the Subcontractor's capabilities, and that information is expected to be used by the PSD/MGF Contractor in the future. Additionally, the information may provide</p>



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				<p>insight into the PSD/MGF Contractor's ability to obtain certain warranty periods from the market; and</p> <p>(d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
41.	Schedule 18 (Options)	The information redacted is the dollar value and words to the effect of an adjustment to the Contract Sum.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the PSD/MGF Contractor's cost structure or profit margins and would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the PSD/MGF Contractor's profit margins.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the dollar amount of the value of Option 1 and the adjustments to the value of Option 2;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor, and therefore the level of risk that the PSD/MGF Contractor was willing to price and accept in relation to those events; and</p>

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			<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(c) the public interest has been served by revealing the fact that Sydney Metro have provided Options with a description, time period and the applicable amendments to SWTC. In light of the disclosure of this information there is an overriding public interest against the disclosure of the adjustment to the Contract Sum.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Schedule 33 <i>(Site Access Schedule)</i>	The information redacted is tables and description of the boundary.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out:</p> <ul style="list-style-type: none"> <li>(i) details relating to the site access drawings; and</li> <li>(ii) the Area of Site, Site Access Date, Site Access Expiry Date and Conditions of Access for various site areas;</li> </ul> <p>(b) the PSD/MGF Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the PSD/MGF Contractor in</p>

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				<p>the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the PSD/MGF Contractor's intellectual property. The PSD/MGF Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;</p> <p>(c) the PSD/MGF Contractor has obligations under the PSD/MGF Contract with respect to accessing the Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the PSD/MGF Contractor's views on its own capabilities and the level of risk the PSD/MGF Contractor was willing to price and accept. If this information were revealed, it could place the PSD/MGF Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the PSD/MGF Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the PSD/MGF Contractor's</p>

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				<p>legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Schedule 37 (Initial PSD/MGF Contractor's Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is the program that the PSD/MGF Contractor priced the Works against as part of its competitive tender;</p> <p>(b) the PSD/MGF Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the PSD/MGF Contractor in the development and refinement of such strategy. The PSD/MGF Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;</p> <p>(c) exposing the redacted information may provide insight into the amount that the</p>

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				<p>PSD/MGF Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the PSD/MGF Contractor's competitive tender;</p> <p>(d) disclosure of the redacted information may provide insight on how the PSD/MGF Contractor programmed the work for the project; and</p> <p>(e) if this information were revealed, it 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 PSD/MGF Contractor's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
44.	<p>Schedule 38 <i>(Interface Contractor Cooperation and Integration Deed)</i> Schedule 39</p>	<p>The information redacted is the name and email address of individual persons.</p>	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and email addresses.</p>

Item	Clause (and general description)	Information Redacted	Reason(s) for redaction under GIPA Act	Public Interest Considerations
	<i>(Operator Cooperation and Integration Deed)</i>		There is an overriding public interest against disclosure.	Sydney Metro 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.
45.	Schedule 40 <i>(Master Interface Protocols Deed Poll)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the disclosure of the redacted information would reveal the specific governance arrangements for the project; and</p> <p>(b) the disclosure of the redacted information would also provide insight into the governance arrangements on other related contracts due to the interfacing nature of these arrangements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Schedule 41 <i>(IC Letter of Intent)</i>	The information redacted are the names and email addresses of individual persons, percentages and dollar amounts.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-</i></p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) exposing the redacted information would disclose personal information of</p>

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			<p><i>confidence provisions" at clause 1, Schedule 4</i></p> <p>The disclosure of this information would place the PSD/MGF Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>individuals, including names and email addresses;</p> <p>(b) the redacted information sets out the applicable rates for each of the Independent Certifier's personnel, percentage amounts and levels of insurances; and</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
47.	Schedule 42 <i>(IDAR Panel Agreement)</i>	The information redacted is the names and addresses of the members of the IDAR Panel, percentages and dollar amounts.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the following reasons:</p> <p>(a) revealing the information would disclose personal information of individuals, including names; and</p>

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				<p>(b) revealing the information would disclose agreed rates which are commercial in confidence.</p> <p>Sydney Metro considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
48.	Exhibit D (Principal's Insurance Policies)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <p>(a) the redacted information sets out the terms and conditions of the insurance policies required to be maintained by Sydney Metro under the PSD/MGF Contract;</p> <p>(b) exposing the redacted information would:</p> <ul style="list-style-type: none"> <li>(i) reveal the level of risk which the insurance market was prepared to accept in respect of the Sydney Metro City &amp; Southwest project; and</li> <li>(ii) reveal the apportionment of risk between Sydney Metro and the PSD/MGF Contractor in relation to their insurance obligations and insurance risk, and the level of insurance risk that Sydney Metro and PSD/MGF Contractor were willing to accept; and</li> </ul>



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				<p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by Sydney Metro of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>