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

**Explanatory Table**

**Design and Construction of Chatswood Demolition and Remediation   
for the City and Southwest Metro Project**

**Agreement Contract Number: SMC-23-07952 (Contract)**

Capitalised terms in this table have the meanings given to them in the Medium Works Contract - Design and Construction between Sydney Metro (**Principal**) and RMA Contracting Pty Ltd (**Contractor**) dated 22 December 2023 (**the Contract**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

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

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
| GENERAL CONDITIONS | | | | |
|  | Clause 1.1 (*Definitions*) | The information redacted is an entire definition, including the defined term. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:  a) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain elements under the Contract; and  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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 2.7(b) & (b)(i) and 2.7(c)(i) & (ii) (*Unconditional Undertakings and Parent Company Guarantee*) | The information redacted is numbers and percentage amounts. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted information sets out the number and value of unconditional undertakings that the Contractor must provide to the Principal;  b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor of default events, and therefore the level of risk that the Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of default events arising;  c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and  d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the Contractor.  In light of the disclosure of this information there is an overriding public interest against the disclosure of the abovementioned information.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 17.19 (*Limit of Contractor's Liability*) | The information redacted is a percentage amount. | *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted information sets out commercially sensitive information regarding the Contractor's liability;  b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor. Exposing this information may provide insight into the Contractor's views on its potential capabilities and likelihood of default events arising; and  c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.  In light of the disclosure of this information there is an overriding public interest against the disclosure of the abovementioned information.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
| **SCHEDULES** | | | | |
|  | Schedule 1 (*Contract Particulars*)  Environmental Representative | The information redacted is the name of an individual person and the email address of the Environmental Representative | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains personal information, being the name and email address of the Environmental Representative appointed by the Principal.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 1 (*Contract Particulars*)  Original Contract Price | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency if the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted information is the Original Contract Price; and  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.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Principal's Representative | The information redacted is the name of an individual person. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains personal information, being the name of the Principal's Representative appointed by the Principal.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 1 (*Contract Particulars*)  Waste Provisional Amounts | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency if the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted information is the dollar figure for Waster Provisional Amounts; and  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.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Amount for approval of Subcontracts | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency if the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted information is the dollar amount over which the Contractor requires the Principal Representative's prior written approval for a Subcontract;  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  c) the public interest has been served by revealing there is a value over which the Contractor requires the written approval of the Principal's Representative prior to entering into Subcontracts. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant limits.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Minimum amount of professional indemnity insurance required | The information redacted are descriptions and dollar amounts. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted information sets out the minimum amount of professional indemnity insurance required for Subcontractors undertaking civil and structural design, and that required all other Subcontractors undertaking design; and  b) revealing the information would reveal the level of insurance risk that the Contractor was willing to pay and accept, and may enable potential subcontractors to use that information to their advantage in negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and  c) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant limits.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Subcontract prices for which security of payment provisions are required | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out value thresholders for subcontracts for which security of payment provisions are required; and 2. if the redacted dollar amounts were disclosed, potential subcontractors may be able to use that information to their advantage in similar future negotiations with the Contractor, thereby prejudicing the Contractor's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Subcontractors required to execute deed in form of Schedule 14 | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out a monetary threshold above which subcontractors are required to provide a deed in favour of the Principal; 2. exposing the redacted information may also reveal risk that the Contractor was willing to price and accept in relation to its engagement of subcontractors; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Parent Company Guarantee | The information redacted details whether or not the Contractor was required to provide a Parent Company Guarantee. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:  a) the redacted details whether or not the Contractor was required to provide a Parent Company Guarantee;  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  c) the public interest has been served by revealing there is provision for a Parent Company Guarantee should the Principal deem it necessary to require such from the Contractor. In light of this disclosure, there is an overriding public interest against the disclosure of whether or not such a guarantee was required to be provided by the Contractor.  **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Maximum daily amount of delay damages for failure to give access | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the maximum daily amount of delay damages by the Principal to the Contractor if the Principal fails to give the Contractor access as contractually required; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to a delay risk.; 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and 4. the public interest has been served by revealing the existence of the damages for failure to give access.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Percentage to be applied to Variation and daywork costs  and  Percentage for Overhead Costs and profit | The information redacted are percentages. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information sets out commercially sensitive information regarding the percentage to be applied to Variation and daywork costs, and the percentage to be applied for Overhead Costs and profit; 2. the disclosure of the redacted information would provide insight on the Contractor's cost structure by revealing the margin for which the Contractor is to be compensated; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Contractor's Personnel | The information redacted are the names of individual persons. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains personal information, being the name of the Principal's Representative appointed by the Principal.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 1 (*Contract Particulars*)  Maximum daily amount of delay damages | The information redacted is a dollar amount. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the maximum daily amount of delay damages payable by the Principal to the Contractor due to a breach of Contract by the Principal or a Variation directed by the Principal's Representative; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to key delay risks; 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and 4. the public interest has been served by revealing the existence of the damages. In light of this disclosure, there is an overriding public interest against the disclosure of the dollar amounts redacted.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Liquidated damages  and  Limit of liability for liquidated damages for delay. | The information redacted is a dollar figure per day for liquidated damages, and a percentage limit of liability. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the daily limit on the indemnities provided by the Contractor in relation to achieving Completion; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to key delay risks, in particular the risk that Completion is not achieved by the relevant Date for Completion. Exposing this information may provide insight into the Contractor's views on its potential capabilities and likelihood of Completion not being achieved by the relevant Date for Completion; 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and 4. the public interest has been served by revealing the existence of the liquidated damages provisions. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dollar amount.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Amount of Contractor's insurance | The information redacted is the amount and description of the amount of Professional Indemnity Insurance, Motor Vehicle Insurance and Asbestos Liability Insurance. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information concerns the insurance policies that the Contractor is required to effect and maintain, and includes the information on the scope and cover to be provided by the policies; 2. exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the Contractor was willing to price and accept; 3. the scope of the insurance that the Principal requires the Contractor to effect may be taken as an indication of the risk levels involved with the Contractor's obligations under the Contract. This may have signalling effects to the market and provide insight into the Contractor's financial arrangements; and 4. by revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Amount for termination for convenience | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out a percentage relevant to calculating the amount payable by the Principal for termination for convenience; 2. the disclosure of the redacted information would provide insight on the amount that the Contractor was willing to accept if the Principal exercised its rights under the Contract for terminate for its convenience. Exposing this information may provide insight into the Contractor's views on the likelihood of the Principal exercising this right; 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and 4. the public interest has been served by revealing the existence of an entitlement of the Contractor to a specified of the cost determined under clauses 14.10(a)(ii), 14.10(a)(iii) and 14.10(a)(iv). In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 1 (*Contract Particulars*)  Executive negotiators | The information redacted are the names of individual persons. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains personal information, being the name of the individuals appointed by each party as executive negotiators.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 1 (*Contract Particulars*)  Addresses | The redacted information is the names of individual persons and the email address of the Principal's Representative. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains personal information, being the name of the individuals appointed by each party as executive negotiators.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 2 (Payment Breakdown Schedule) | The redacted information is the breakdown of the Contract Price, with descriptions of the individual components and respective dollar amounts allocated for each component, and the total Contract Price. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information discloses the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the breakdown of the Contract Price, with descriptions of the individual components and the respective amounts allocated for each component, and the total dollar amount of the Contract Price; 2. exposing the redacted information would provide insight on the Contractor's cost structure by revealing the types of costs and margins for which the Contractor is to be compensated; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 (*Action in Complying with Planning Approval and Third Party Agreements*)  Part A - Conditions of Approval | The redacted information is the Planning Approval condition number and the description of the extent of the Principal's responsibility for the Planning Approval condition specified. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out sensitive information regarding the Principal's responsibility for various conditions which have been specified in relation to the Planning Approval; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to key risks, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 (*Action in Complying with Planning Approval and Third Party Agreements*)  Part B - Construction Environmental Management Framework (CEFM) Environmental Requirements | The redacted information is the CEMF clause and heading of the additional CEMF requirements which the Contractor must fulfill, and the Contractor's responsibility in relation to each. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out sensitive information regarding the Contractor's responsibility for additional CEMF requirements; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to key risks, and therefore the risk that the Contractor was willing to price and accept. Exposing this information may also provide insight into the Contractor's views on its potential capabilities and likelihood of key events arising; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 9 (*Information Documents and Materials)* | The redacted information is the list of Information Documents and Materials, including the document description, author/source, date and format. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information is the list of Information Documents and Materials; 2. the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Contractor's profit margins and risk exposure in relation to the work; and 3. disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the 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 Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 10 (*Prices and Rates for valuation of Variations and Overhead Costs*)  Part A | The redacted information is the prices and rate referred to in clauses 6.4(b)(i)A and 6.7(a) of the Contract. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information is the prices and rate referred to in clauses 6.4(b)(i)A and 6.7(a) of the Contract; 2. the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Contractor's profit margins and risk exposure in relation to the work; 3. the Principal considers that the public interest has been served by revealing the detail of the clauses relating to the parties' agreement in relation to valuation of Variations and Overhead Costs; and 4. disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the 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 Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 17 (*Deed of Guarantee and Indemnity*) | The redacted information is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information details the percentage calculation for the Specified Rate; 2. the Principal considers that the public interest has been served by revealing that the contents of the rest of the Deed of Guarantee and Indemnity; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 24 (*Contamination and Waste disposal*) | The redacted information is the entire Schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information details the Contamination and Waste disposal schedule which the parties have invested a significant amount of time negotiating in relation to the works; 2. the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Contractor's profit margins and risk exposure in relation to the work; and 3. disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the 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 Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Exhibit A (*Works Brief*) | The redacted information is the entire Works Brief | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information details the Works Brief which the parties have invested a significant amount of time negotiating in relation to the works; 2. the redacted information is commercial-in-confidence as its disclosure would provide visibility on the Contractor's profit margins and risk exposure in relation to the work; and 3. disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the 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 Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Exhibit B (*Principal's Insurance Policies*) | The redacted information is the entire contents of Exhibit B. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:   1. the redacted information details the insurance policies which the Principal has negotiated with its insurers; 2. the redacted information is commercial-in-confidence as its disclosure would provide visibility as the Principal's risk exposure in relation to the work; 3. the redacted information would reveal the details of the policies which the Principal has invested a significant amount of time negotiating, and which the Principal may use in respect of other projects; and 4. disclosure of the redacted information may provide insight on how the Contractor priced and accepted the work for the project. If this information were revealed, it could place the 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 Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Contractor's legitimate business, commercial or financial interests.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Exhibit D (*Reports*) | The redacted information is a reference to information in Schedule 9 which has also been redacted. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information is a reference to information in Schedule 9 which has also been redacted; 2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Contractor in relation to certain elements of the Contract, and therefore the level of risk that the Contractor was willing to price and accept to perform the Works; and 3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Exhibit G (*Aboriginal Participation Plan*)  Supplier name and contact details | The redacted information is phone number and email address of the Supplier. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information could reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains information which could reveal the personal information of individual employees of the Contractor, being whether or not those employees identify as being Aboriginal, due to the small number of total employees and the answers provided to the questions.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Exhibit G (*Aboriginal Participation Plan*)  Estimated project value ($)  Exclusions ($)  Project spend $ (estimated project value minus exclusions)  Percentage of project spend (%) for Aboriginal participation.  Aboriginal participation ($) | The redacted information are dollar figure amounts. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out dollar figure amounts for the items identified; 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and 3. the public interest has been served by revealing that the Contractor has provided this information to the Principal.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Exhibit G (*Aboriginal Participation Plan*)  Items 9, 10, 11, 12 and 13 | The redacted information is the Contractor's answers to the following questions:  - Are you an Aboriginal owned business?  - Is your business recognised as an Aboriginal owned business?  - Total number of employees  - Total number of Aboriginal employees  - Projected estimated number of Aboriginal Full-Time Employment (FTE) opportunities supported by the project. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information could reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains information which could reveal the personal information of individual employees of the Contractor, being whether or not those employees identify as being Aboriginal, due to the small number of total employees and the answers provided to the questions.  The Principal considers that the public interest has been served by revealing that the Contractor's answer to these questions has been considered by the Principal. The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Exhibit G (*Aboriginal Participation Plan*)  Eligible Spend for Aboriginal Participation | The redacted information is a description of the proposed opportunities, initiatives and procurement packages within each category which will support compliance with workforce and procurement targets, and the dollar figure amounts for the estimated spend $ of the proposed opportunities. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*  The disclosure of this information (or the combination of this information with other information that is not included) would reveal the Contractor's cost structure or profit margins and would place the Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.  *Section 32(1)(d), item 1(f) of the table in section 14*  The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.  *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*  The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:   1. the redacted information sets out the proposed opportunities, initiatives and procurement packages within each category which will support compliance with workforce and procurement targets, and the estimated spend for the respective proposed opportunities; 2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and 3. the public interest has been served by revealing that the Contractor has provided this information to the Principal.   **Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Contract execution page | The redacted information is the names and signatures of the individual persons who executed or witnessed the Contract. | *Section 32(1)(d), item 3(a) of the table in section 14*  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because the redacted information contains personal information, being the name of the individuals who have executed and witnessed the contract and their signatures.  The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |