

Government Information (Public Access) Act 2009

Explanatory Table

Crows Nest Station Development Construct Only Delivery Deed

Contract Number: 505

Capitalised terms in this table have the meanings given to them in the Crows Nest Station Development Construct Only Delivery Deed (**CODD**), unless the context indicates otherwise.

In preparing this explanatory table, the Principal 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.

Sydney Metro notes that Schedule 50 (*Electronic Files*), Exhibit A (*Station Specification*), Exhibit D (*Initial Project Plans*) and Exhibit E (*Project Plans – Strategies*) contain a large number of files and are subject to technical size limitations. As such, these documents to the CODD 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 SMPProcurement@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
GENERAL CONDITIONS				
1.	Cover page	The information redacted is the Original Contract Price.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>The Principal 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"> 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
2.	Contents page	The information redacted is defined terms and clauses which have been redacted entirely in the general conditions.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>The Principal 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"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to certain provisions under the CODD, and therefore the level of risk that the CN Contractor was willing to price and accept to perform the Works; 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
3.	Clause 1.1 (<i>Definitions</i>)	The information redacted is entire definitions, including the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>The Principal 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"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to certain elements under the CODD; b) the redacted information contains personal information, including the names of individual persons; and c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore, the disclosure of the information would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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			There is an overriding public interest against disclosure.	
4.	Definition "Collateral Warranty Deeds Poll" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of a definition.	<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>The Principal 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"> a) the redacted information sets out commercially sensitive information in respect of the Collateral Warranty Deeds Poll; 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Definition "Crane Hire Option Agreement" Clause 1.1 (<i>Definitions</i>)	The information redacted is a date and the name and ABN of the Crane Supplier.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal 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"> a) the redacted information is the date of the Crane Hire Option Agreement and the name and ABN of the Crane Supplier under the Crane Hire Option Agreement; and

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			<p>There is an overriding public interest against disclosure.</p>	<p>b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the CN Contractor, thereby prejudicing the CN Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
6.	<p>Definition "Independent Certifier Deed" Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of the definition.</p>	<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), 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) disclosure of the redacted information may provide insight into the apportionment of risk between the Principal, the CN Contractor and the Independent Certifier under the CODD and the Independent Certifier Deed, and therefore the level of risk that the CN Contractor was willing to price and accept; 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</p>

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				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	<p>Definition "Interface Contractor"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is part of a definition.</p>	<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), 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in relation to Interface Contractors; b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	<p>Definition "Landlord"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is the name and ACN of the Landlord.</p>	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's</p>	<p>The Principal 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"> a) the redacted information is the name and ACN of the Landlord under the Site Office Lease; and

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			<p>legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the CN Contractor, thereby prejudicing the CN Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	<p>Definition "Site Office Lease"</p> <p>Clause 1.1 (<i>Definitions</i>)</p>	<p>The information redacted is a date and an address.</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>The Principal 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 date the Site Office Lease was signed by the Principal and the address of the premises that is the subject of the Site Office Lease, the disclosure of which may prejudice the Principal's legitimate business or commercial interests; and</p> <p>b) the public interest has been served by revealing the fact that there is a Site Office Lease. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise date of the Site Office Lease and the address of the premises that is the subject of the Site Office Lease.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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10.	Definition "State Indemnified Party" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<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>The Principal 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"> a) the redacted information sets out commercially sensitive information regarding the scope of the indemnity provided by the CN Contractor in clause 13.2 of the CODD; b) exposing the information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to the occurrence of particular events. Exposing this information may also provide insight into the CN Contractor's views on the likelihood of certain risks 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Definition "TSE Defect" Clause 1.1 (<i>Definitions</i>)	The information redacted is part of the definition.	<i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:

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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>a) the redacted information concerns the allocation of responsibility for rectifying defects;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to certain defects. Exposing this information may provide insight into the CN Contractor's views on certain defects arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
12.	<p>Clauses 2.2A(b)(ii)(A), 2.2A(da) and 2.2A(f)</p> <p><i>(Lifts and Escalators Works)</i></p>	<p>The information redacted is a dollar amount and entire clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors</p>	<p>The Principal 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 commercially sensitive information regarding the allocation of risk between the Principal, the CN Contractor and the L&E Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal,</p>

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			<p>and provide visibility on the contractor's profit margins.</p> <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>the CN Contractor and the L&E Contractor, and therefore the level of risk that the CN Contractor and the L&E Contractor were willing to price and accept. Exposing this information may also provide insight into the CN Contractor's and the L&E Contractor's views on the likelihood of those key risks arising; 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 2.2B(da) (BMCS Works)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p>	<p>The Principal 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 commercially sensitive information regarding the allocation of risk between the Principal, the CN Contractor and the BMCS Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the CN Contractor and the BMCS Contractor, and therefore the level of risk that the CN Contractor</p>

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			<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>and the BMCS Contractor were willing to price and accept. Exposing this information may also provide insight into the CN Contractor's and the BMCS Contractor's views on the likelihood of those key risks arising; 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	<p>Clauses 2.3(d)(iii) and 2.3(h)</p> <p><i>(Compliance with Law)</i></p>	<p>The information redacted is part of a sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal 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 is commercially sensitive information regarding the allocation of risk between the Principal and the CN Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, and therefore the level of risk that the CN Contractor was willing to price and accept in relation to those events; 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 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) 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	<p>Clauses 2.3A(h)(i)(D)(1)(b), 2.3A(h)(ii)(B), 2.3A(k)(i)(B)(1)(b), 2.3A(q)(i), 2.3A(q)(ii)(A)(1) and 2.3A(q)(ii)(B)(1)</p> <p><i>(Site C OSD – Stage 2 SSD Consent Conditions)</i></p>	<p>The information redacted is a date and dollar amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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</p>	<p>The Principal 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 sensitive information regarding the Site C OSD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to key project risks, and therefore the risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the parties' views on its potential capabilities and likelihood of certain risks arising; 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</p>

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			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	<p>Clauses 2.7(b)(i)-(ii) (Unconditional Undertakings and Parent Company Guarantee)</p>	<p>The information redacted is numbers and percentage amounts.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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>The Principal 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:</p> <ul style="list-style-type: none"> (i) sum that the CN Contractor must provide to the Principal as an unconditional undertaking; (ii) number of unconditional undertakings that the CN Contractor must provide to the Principal; and (iii) Principal's rights and obligations regarding recourse; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor of default events, and therefore the level of risk that the CN Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of default events arising;</p>

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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</p> <p>d) the public interest has been served by revealing the fact that an unconditional undertaking is required from the CN Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the abovementioned information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	<p>Clause 2.7(d)(i)-(ii) (Unconditional Undertakings and Parent Company Guarantee)</p>	<p>The information redacted is percentage amounts and part of a sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal 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 outlines the percentage of the Original Contract Price that is to be held in Security;</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</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>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 fact that Security is required from the CN 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, the date and the time periods for release.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 2.9B(a)(i) <i>(Master Interface Protocols Deed Poll)</i>	The information redacted is a time period.	<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), 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>The Principal 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 timeframe in which the CN Contractor must provide an executed counterpart of the Master Interface Protocols Deed Poll; 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.</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.	Review: This information would be reviewed for disclosure as events and circumstances change.
19.	Clause 2.9C <i>(Collateral Warranty Deeds Poll)</i>	The information redacted is the entire clause.	<p><i>Section 32(1)(d), items 4(b) 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>There is an overriding public interest against disclosure.</p>	<p>The Principal 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"> a) the redacted information sets out commercially sensitive information in respect of the Collateral Warranty Deeds Poll; 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 2.9E <i>(Additional Interface Contractors)</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 by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information in relation to Interface Contractors; b) if the redacted information were disclosed, third parties may be able to use that information to

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clauses 2.10(j)-(k) <i>(Incident Management Reporting)</i>	The information redacted is entire clauses.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information concerns the allocation of responsibility for the management of Incidents;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to Incidents. Exposing this information may provide insight into the CN Contractor's views on certain Incidents arising; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 2.12	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), 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the rights and obligations of the parties in relation to Third Party Agreements; b) if the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Clause 2.15 (<i>Adjoining Properties</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 by an agency of the agency's functions.</p>	<p>The Principal 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"> a) the information redacted set out the rights and obligations of the parties in relation to Adjoining Properties;

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>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, third parties may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>c) revealing the information could prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
24.	Clause 3.1B(e) <i>(Early Access to the Site)</i>	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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</p>	<p>The Principal 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 is commercially sensitive information regarding the allocation of risk between the Principal and the CN Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, and therefore the level of risk that the CN Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of default events arising; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 3.9(a)(iv) (Contamination)	The information redacted is an entire sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the rights and obligations of the parties in connection with the works being undertaken by the TSE Contractor under the TSE Contract; b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to the interface between the Works and the TSE Works, and therefore the level of risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and the likelihood of certain risks 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Clauses 3.9(g)-(h) (Contamination)	The information redacted is entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <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</p>	<p>The Principal 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"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to Contamination, and therefore the risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of key events arising; 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	<p>Clause 3.16(b) (Assignment of Site Office Lease and novation of Crane Hire Option Agreement)</p>	<p>The information redacted is the entire clause.</p>	<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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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</p>	<p>The Principal 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 apportionment of risk between the Principal and the CN Contractor and therefore the level of risk that the CN Contractor was willing to price and accept. Exposing this information may provide insight into the CN Contractor's view on the likelihood of certain risks arising; 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.</p> <p>Review: 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
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
28.	<p>Clauses 5A.1, 5A.3(c), 5A.4(c), 5A.4A, 5A.6, 5A.7, 5A.8, 5A.10 and 5A.11(c)</p> <p>(TSE Contract)</p>	<p>The information redacted is entire clauses and part of a sub-clause.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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), 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</p>	<p>The Principal 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 sensitive information regarding the rights and obligations of the parties in connection with the works being undertaken by the TSE Contractor under the TSE Contract;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the parties in relation to the interface between the Works and the TSE Works, and therefore the level of risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and the likelihood of certain risks arising; 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
29.	<p>Clauses 6.1(b)(i)(B)(1)(a)-(b), 6.1(b)(i)(B)(2), 6.4(b)(ii)(A)(1)-(2), 6.4(b)(ii)(B), 6.7A(g)(ii) and 6.7A(h)(ii)(B). (Variations)</p>	<p>The information redacted is a percentage amount, parts of clauses and entire sub-clauses.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <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>The Principal 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 risk between the Principal and the CN Contractor in relation to Variations, and therefore the risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of key events arising; 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.</p> <p>Review: 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.	Clauses 9.5A(a) and 9.5A(c) <i>(Independent Certifier)</i>	The information redacted is an entire clause and part of a clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>The Principal 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"> a) the redacted information is commercially sensitive information regarding the allocation of risk between the Principal, the CN Contractor and the Independent Certifier; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the CN Contractor and the Independent Certifier, and therefore the level of risk that the CN Contractor was willing to price and accept in relation to specific events; 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 10.7(b)(v) <i>(Entitlement to Claim Extension of Time)</i>	The information redacted is an entire sub-clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p>	<p>The Principal 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
			<p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to certain provisions under the CODD, and therefore the level of risk that the CN Contractor was willing to price and accept to perform the Works; 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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 10.11(c) <i>(Reduction in Extension of Time)</i>	The information redacted is part of a clause.	<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</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 is commercially sensitive information regarding the allocation of risk between the Principal and the CN Contractor;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, and therefore the level of risk that the CN Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of certain events arising; 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 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Clauses 11.1(c), 11.2(c)(ii) and 11.14B	The information redacted is entire clauses and part of a sub-clause.	<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</p>	<p>The Principal 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 sensitive information concerning payment rights; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
34.	<p>Clauses 11.6(a)-(b) <i>(Provision of documentation and other requirements)</i></p>	<p>The information redacted is percentage amounts.</p>	<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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information identifies the percentage amount that the Principal is obliged to pay the CN Contractor if the CN Contractor has not complied with the requirements in clause 11.6(a); b) the purpose of the clause is to incentivise the CN Contractor to comply with the requirements in clause 11.6(a). The redacted information reflects a negotiated amount which the CN Contractor has priced and accepted; 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>parties' legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the existence of a reduced obligation on the Principal to pay the CN Contractor certain amounts if the CN Contractor fails to comply with its obligations. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
35.	<p>Clause 12.7(f) <i>(Liquidated Damages for Delay in Reaching Milestone Achievement, Substantial Completion and Completion)</i></p>	<p>The information redacted is part of a clause and a dollar amount.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the parties' 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</p>	<p>The Principal 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 commercially sensitive information regarding the CN Contractor's liability;</p> <p>b) the redacted information sets out the amount of the daily cap on delay liquidated damages;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to delay risks. Exposing this information may provide insight into the CN Contractor's views on its potential capabilities and the likelihood of delay;</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 cap on delay liquidated damages. In light of this disclosure, there is an overriding public interest against the disclosure of the precise amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Clauses 13.2(b) and 13.2A	The information redacted is entire clauses.	<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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal 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 commercially sensitive information regarding the CN Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to liability under the Codd. Exposing this information may provide insight into the CN Contractor's views on its potential capabilities and the likelihood of the CN Contractor being held liable for the circumstances in clause 13.2;</p> <p>c) the redacted information sets out an arrangement to apportion and manage liability</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), 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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Clauses 13.6(a)(iv), 13.7(a)(i)-(ii), 13.8, 13.9 and 13.10	The information redacted is part of a sub-clause, entire clauses and entire sub-clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <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>The Principal 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 concerns the insurance policies that the CN Contractor is required to effect and maintain, and includes information on the scope and cover to be provided by the policies;</p> <p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal and the CN Contractor in relation to its insurance obligations and insurance risk, and the level of insurance risk that the CN Contractor was willing to price and accept;</p> <p>c) the scope of the insurance that the Principal requires the CN Contractor to effect may be</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>by an agency of the agency's functions.</p> <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>taken as an indication of the risk levels involved with the CN Contractor's obligations under the CODD. This may have signalling effects to the market and provide insight into the CN Contractor's financial arrangements; and</p> <p>d) 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 13.11	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), 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</p>	<p>The Principal 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 sensitive information regarding the CN Contractor's liability in connection with the relevant insurance policies;</p> <p>b) exposing the redacted information would reveal the level of insurance risk that the CN Contractor was willing to price and accept; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Clauses 13A.1, 13A.2, 13A.3 and 13A.4	The information redacted is entire clauses.	<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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out commercially sensitive information regarding the CN Contractor's total aggregate liability, including limits on the CN Contractor's liability; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to liability under the CODD. Exposing this information may provide insight into the CN Contractor's views on its potential capabilities and the likelihood of the CN Contractor being held liable for the events identified in clause 13A; 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 13A.5(d)(ii) <i>(Proportionate Liability)</i>	The information redacted is part of a sub-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)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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 Principal 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 commercially sensitive information regarding the CN Contractor's liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to liability under the CODD; 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 prejudice the parties'</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
41.	<p>Clauses 14.4(c) and 14.4(d)(i)-(ii)</p> <p><i>(Immediate Termination or Take-Out)</i></p>	<p>The information redacted is percentage amounts.</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>The Principal 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:</p> <ul style="list-style-type: none"> (i) aggregate liability threshold (calculated by reference to a percentage of the Contract Sum); and (ii) percentage of the LD Cap, which, if reached, will trigger the Principal's take-out and termination rights under clause 14.3; <p>b) exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against the CN Contractor. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 16.8(d) (Indemnities to Survive)	The information redacted is the entire clause.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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</p>	<p>The Principal 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 limits on the parties' liabilities under the CODD;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to the long term risks associated with the works, and therefore the level of risk that the CN Contractor was willing to price and accept. It would also provide insight into the CN Contractor's cost structure; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Execution page	The information redacted is the names and signatures of the signatories and witnesses.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>
SCHEDULES				
44.	Item 4 Schedule 1 (Contract Particulars)	The information redacted is dates and time periods.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage</p>	<p>The Principal 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"> a) the redacted information sets out the Defects Rectification Period for the Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to the rectification of defects, and therefore the level of

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>in relation to potential competitors and other contractors.</p> <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>risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the CN 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
45.	Items 6, 10 and 41 Schedule 1 (<i>Contract Particulars</i>)	The information redacted is names and contact details of individual persons.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information contains personal information, including the names and email addresses of individual persons.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				by the public interest against the disclosure as identified above.
46.	Item 9 Schedule 1 (Contract Particulars)	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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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), 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> 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. <p>Review: 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
			There is an overriding public interest against disclosure.	
47.	Item 9A Schedule 1 (Contract Particulars)	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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the interface between the station and the Site C OSD; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, in relation to key project risks, and therefore the risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the parties' views on its potential capabilities and likelihood of certain risks 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. <p>Review: 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
48.	<p>Items 17, 18, 19, 20, 21, 22 and 24</p> <p>Schedule 1</p> <p>(Contract Particulars)</p>	<p>The information redacted is dollar amounts and entire items.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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>The Principal 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:</p> <ul style="list-style-type: none"> (i) the value of Subcontracts to be entered into by the CN Contractor that require the Principal's Representative's prior written approval; (ii) the parts of the Works that require the Principal's Representative's prior written approval for subcontracts to be entered into by the CN Contractor; (iii) the Subcontractors required to effect professional indemnity insurance and the minimum amount of cover for such insurance; (iv) the price of Subcontracts for which security of payment provisions are required; (v) the Subcontractors required to execute the form of subcontractor deed in Schedule 14; (vi) Subcontracts to be novated to the CN Contractor; and (vii) other commercially sensitive information regarding the allocation of risk between the Principal and the CN

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Contractor in relation to Subcontracts; and</p> <p>b) exposing the redacted information may enable potential subcontractors to use that information to their advantage in negotiations with the CN Contractor, thereby prejudicing the CN 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
49.	<p>Item 25 Schedule 1 (Contract Particulars)</p>	<p>The information redacted is the entire item.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information is commercially sensitive and, if disclosed, may provide a unique insight into the CN Contractor's cost structures;</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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 security is required from the CN Contractor.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Item 29 Schedule 1 (Contract Particulars)	The information redacted is the entire item.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <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>The Principal 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 risk between the Principal and the CN Contractor in relation to Variations, and therefore the risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of key events arising; 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.</p> <p>Review: 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
51.	Item 30 Schedule 1 (Contract Particulars)	The information redacted is an entire item.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4)</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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>The Principal 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"> a) the redacted information sets out the mechanism and rates for calculating the amounts payable for Provisional Sum Work which is commercially sensitive and, if disclosed, may provide a unique insight into the CN Contractor's cost structures; and b) revealing the information could 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 competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
52.	Items 32, 33, 34 and 35 Schedule 1 (Contract Particulars)	The information redacted is entire items.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would</p>	<p>The Principal 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"> a) the redacted information sets out specific grounds on which the CN Contractor will be entitled to claim relief for the Works;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place the CN 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>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor and therefore the level of risk that the CN Contractor was willing to price and accept. Exposing this information may provide insight into the CN Contractor's view on the likelihood of certain risks arising; 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
53.	Item 36 Schedule 1 (Contract Particulars)	The information redacted is a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>The Principal 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 LD Cap as a percentage of the Contract Sum;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to key delay risks. Exposing this information may provide insight into the CN Contractor's views on its potential capabilities and the likelihood of</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 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>Milestone Achievement, Substantial Completion and Completion being achieved by the relevant Date for Milestone Achievement, Date for Substantial Completion and Date for Completion (as applicable);</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 LD Cap. In light of this disclosure, there is an overriding public interest against the disclosure of the precise percentage amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
54.	Items 37 and 38 Schedule 1 (<i>Contract Particulars</i>)	The information redacted is dollar amounts, part of an item and an entire item.	<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), item 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The Principal 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:</p> <p>(i) the limits of the insurance policies that the CN Contractor is required to effect and maintain; 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 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>(ii) the period for which the CN Contractor must maintain its professional indemnity insurance;</p> <p>b) exposing the redacted information would reveal the level of insurance risk that the CN Contractor was willing to price and accept; and</p> <p>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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
55.	Items 39 and 40 Schedule 1 (Contract Particulars)	The information redacted is entire items.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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</p>	<p>The Principal 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 is commercially sensitive information regarding the allocation of risk between the Principal and the CN Contractor in respect of insolvency and termination events;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, and therefore the level of risk that the CN Contractor was willing to price and accept in relation to those events. Exposing this information may also provide insight into the CN Contractor's views on its potential capabilities and likelihood of insolvency and termination events arising; and</p>

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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
56.	Schedule 1A <i>(Portions and Milestones)</i>	The redacted information is dates, dollar amounts and Portion and Milestone descriptions.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of schedule 4)</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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</p>	<p>The Principal 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:</p> <ul style="list-style-type: none"> (i) the description of certain Portions and Milestones; (ii) the Date for Substantial Completion and Completion of each Portion; (iii) the Date for Milestone Achievement of each Milestone; and (iv) the rate of Liquidated Damages if Substantial Completion, Completion or Milestone Achievement does not occur by the Date for Substantial Completion, the Date for Completion or the Date for Milestone Achievement;

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <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>There is an overriding public interest against disclosure.</p>	<p>b) exposing the redacted information would reveal the risk that the CN Contractor priced and accepted in relation to the Liquidated Damages regime and the relevant Dates for Substantial Completion, Completion and Milestone Achievement. Exposing this information may provide insight into the CN Contractor's views on its potential capabilities and the likelihood of delays 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. 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 CN Contractor to achieve Substantial Completion and Completion of the relevant portions by the Date for Substantial Completion and Date for Completion and to reach Milestone Achievement of the relevant Milestones by the Date for Milestone Achievement, otherwise liquidated damages will become payable. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and portion descriptions.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				Review: This information would be reviewed for disclosure as events and circumstances change.
57.	Paragraph (b)(vi)(B) of the definition of "Substantial Completion" in clause 1 and paragraph (b)(xii)(B) of the definition of "Completion" in clause 2 Schedule 1B <i>(Substantial Completion and Completion)</i>	The information redacted is a time period.	<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. <i>Section 32(1)(d), item 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.	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 timeframe in which Landowners or occupiers have to execute a release; 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.
58.	Part A Schedule 2 <i>(Payment Breakdown Schedule)</i>	The information redacted is an entire part of a schedule.	<i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i> The disclosure of this information would provide visibility on the CN Contractor's cost structure, profit margins or full base case financial model and would place the CN Contractor at a substantial	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: a) the redacted information sets out payment arrangements for the works and services delivered under the CODD; b) the information is commercial-in-confidence as its disclosure would provide visibility on the CN

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to potential competitors or 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>Contractor's profit margins in relation to the work;</p> <p>c) the itemisation of work may also reveal a program which the CN Contractor has invested a significant amount of time developing, and which the CN Contractor may want to use in future bids to gain a competitive advantage; and</p> <p>d) disclosure of the redacted information may provide insight on how the CN Contractor priced and accepted the work for the project. If this information were revealed, it could place the CN 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 CN 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 CN Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
59.	Part B Schedule 2 <i>(Payment Breakdown Schedule)</i>	The information redacted is an entire part of a schedule.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p>	<p>The Principal 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 activities requiring collaboration between the CN Contractor and other contractors on the project, the dates by which those activities are required</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events;</p> <p>b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and</p> <p>c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	<p>Part C Schedule 2 (<i>Payment Breakdown Schedule</i>)</p>	<p>The redacted information is dollar amounts and Milestone Performance Payment descriptions.</p>	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of schedule 4)</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a</p>	<p>The Principal 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 description and amounts payable in respect of the Milestone Performance Payments; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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><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>There is an overriding public interest against disclosure.</p>	<p>b) disclosure of the redacted information may provide insight on how the CN Contractor priced and accepted the work for the project. If this information were revealed, it could place the CN 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 CN 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 CN Contractor's legitimate business, commercial or financial interests;</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
61.	Schedule 2A <i>(Performance Incentive Payment Schedule)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would provide visibility on the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial</p>	<p>The Principal 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 mechanism and rates for calculating Performance Incentive Payments under the CODD which is commercially sensitive and, if disclosed, may provide a unique insight into the CN Contractor's cost structures;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>b) revealing the information would provide insight into the CN Contractor's assessment of the risk and commercial impact of delays arising in the course of performing its work, and would also reveal a bespoke mechanism negotiated by the parties; and</p> <p>c) revealing the information could 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 competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
62.	Schedule 4A (Third Party Agreements)	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 the information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would</p>	<p>The Principal 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 Third Party Agreements between the Principal and third parties;</p> <p>b) the Principal is still in the process of negotiating third party agreements for the Sydney Metro City and Southwest Project. The disclosure of the redacted information may affect the status of these negotiations; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>c) the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the CN Contractor in relation to the draft Third Party Agreements, and therefore the risk that the CN Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Schedule 4B <i>(Requirements of Third Party Agreements)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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</p>	<p>The Principal 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 extent of the Principal's responsibility and obligations for certain third party agreements;</p> <p>b) exposing the redacted information would reveal the allocation of risk under the CODD in respect of fulfilling the requirements of third party agreements; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements. 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
64.	Schedule 4C	The information redacted is the entire schedule, including the schedule heading.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the interface between the station and the Site C OSD; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, in relation to key project risks, and therefore the risk that the CN Contractor was willing to price and accept. Exposing this information may also provide insight into the parties' views on its potential capabilities and likelihood of certain risks 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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
65.	<p>Schedule 7 <i>(Authority Approvals to be obtained by the Principal)</i></p>	<p>The information redacted is part of the schedule.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <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>The Principal 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"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to Authority Approvals, and therefore the risk that the CN Contractor was willing to price and accept; 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. <p>Review: 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
			There is an overriding public interest against disclosure.	
66.	Schedule 9 <i>(Information Documents and Materials)</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>The Principal 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"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to certain elements under the CODD, and therefore the level of risk that the CN Contractor was willing to price and accept to perform the Works; 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. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Part A Schedule 10 <i>(Prices and Rates for valuation of Variations and Overhead Costs)</i>	The information redacted is an entire part of a schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost</p>	<p>The Principal 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"> a) the redacted information sets out the mechanism for calculating the CN Contractor's cost

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>structure or profit margins and would place the CN 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>entitlements, including the applicable margins and rates;</p> <p>b) the information is commercial-in-confidence as its disclosure would provide visibility on the CN Contractor's profit margins in relation to the work; and</p> <p>c) disclosure of the redacted information may provide insight on how the CN Contractor priced and accepted the work for the project. If this information were revealed, it could place the CN 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 CN 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 CN Contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
68.	Schedule 10A <i>(List of warranties required from Subcontractors)</i>	The information redacted is the beneficiaries and warranty periods.	<p><i>Section 32(1)(d), item 1(f)</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 Principal 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 warranty periods and the beneficiaries of the warranty periods that the CN Contractor must procure from the relevant subcontractors;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to the design lives of specific parts of the works, and therefore the level of risk that the CN Contractor was willing to price and accept;</p> <p>c) the warranty periods provide insight into the subcontractor's capabilities, and that information is expected to be used by the CN Contractor in the future. Additionally, this information may provide insight into the CN 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
69.	Schedule 15 (Options)	The redacted information is part of the first table and the rest of the 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>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>a) the redacted schedule concerns the Options under the CODD. The information redacted includes:</p> <ul style="list-style-type: none"> (i) the date by which the Principal has a right to exercise the Option; (ii) the amendments to the Station Specification if the Principal chooses to exercise the Option; (iii) adjustments to the Contract Sum if the Principal chooses to exercise the Option; and (iv) dates and amounts related to the relevant Portion. <p>b) the schedule provides visibility on the CN Contractor's profit margins. The information also reveals the apportionment of risk that the CN Contractor is willing to price and accept for each Option; 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>Review: 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
70.	Schedule 17 <i>(Deed of Guarantee and Indemnity)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the Parent Company Guarantee required under the CODD; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the CN Contractor and the Parent Company Guarantor in relation to certain obligations under the CODD, and therefore the level of risk that the CN Contractor was willing to price and accept; 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. This information is subject to ongoing negotiation by the Principal with the parties required to be counterparties to these agreements and disclosure would therefore place the Principal at a commercial disadvantage in these negotiations. <p>Review: 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
71.	Schedule 29 (Site Access Schedule)	The information redacted is dates.	<p><i>Section 32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal 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"> a) the redacted information provides details regarding whether or not the Early Site Access Date, Site Access Date and Site Access Expiry Date are applicable in respect of particular parts of the Site, and the relevant dates as applicable; b) the CN Contractor has obligations under the CODD with respect to accessing the Site, and other contractors are required to perform works by reference to the redacted dates. Revealing the information would provide insight into the CN Contractor's programme and the level of risk that the CN Contractor was willing to price and accept. If this information were revealed, it could place the CN 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 CN Contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the CN Contractor and prejudice its legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the balance of the Site Access Schedule. <p>Review: 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
72.	Schedule 30 <i>(Nominated Subcontracts)</i>	The information redacted is the names and ABNs of the Nominated Subcontractors.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could 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>The Principal 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"> a) the redacted information is the names and ABNs of the Nominated Subcontractors under the CODD; and b) if the redacted information were to be disclosed, third parties may be able to use that information to their advantage in negotiations with the CN Contractor, thereby prejudicing the CN Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Schedule 31 <i>(Forms of Collateral Warranty Deed Poll)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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 Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out the form of the collateral warranty required to be provided in relation to works which the CN Contractor is required to design, construct and handover to the Principal; and b) revealing the information would disclose an apportionment of the risk between the parties and the nature of risk the CN Contractor was willing to price and accept. This would place the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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>parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice a person's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Schedule 32	The information redacted is the entire schedule, including the schedule heading.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal 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"> a) the redacted information sets out activities requiring collaboration between the CN Contractor and other contractors on the project, the dates by which those activities are required to be achieved, and the amounts of the collaboration payments which may be due upon achievement of the collaboration events; b) revealing the information provides insight into key interfaces and risks between different procurement packages on the Sydney Metro City & Southwest project and the dollar value the Principal was prepared to ascribe to those collaboration events being achieved; and c) the Principal is still in the process of engaging contractors on the Sydney Metro City & Southwest project, and if the redacted

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information were to be disclosed, potential contractors may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
75.	Schedule 33 (Initial CN Contractor's Program)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, the CN 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.</p> <p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of the information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information sets out sensitive information regarding the CN Contractor's initial program; b) revealing the information could 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 competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and c) the Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is

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 the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>outweighed by the public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Schedule 34 <i>(LW Contractor Cooperation and Integration Deed)</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>The Principal 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"> a) the redacted information sets out the form of the interface agreements that the CN Contractor is to enter into with the LW Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the CN Contractor was willing to price and accept in relation to interface of the Works with the works to be performed by the LW Contractor; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the CN Contractor in relation to the

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>interface agreements to which the CN Contractor will be a counterparty; and</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
77.	Schedule 35 (Operator Cooperation and Integration Deed)	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>The Principal 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"> a) the redacted information sets out the form of the interface agreements that the CN Contractor is to enter into with the Operator; b) the disclosure of the redacted information would reveal the level of interface risk that the CN Contractor was willing to price and accept in

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>There is an overriding public interest against disclosure.</p>	<p>relation to interface of the Works with the works to be performed by the Operator;</p> <p>c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the CN Contractor in relation to the interface agreements to which the CN Contractor will be a counterparty; and</p> <p>d) therefore the disclosure of this information would:</p> <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests. <p>Review: 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
78.	Schedule 36 <i>(TSE Cooperation and Integration Deed)</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>The Principal 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"> a) the redacted information sets out the form of the interface agreements that the CN Contractor is to enter into with the TSE Contractor; b) the disclosure of the redacted information would reveal the level of interface risk that the CN Contractor was willing to price and accept in relation to interface of the Works with the works to be performed by the TSE Contractor; c) the redacted information is based on forms of the interface agreements to be used across a number of procurement packages on the Sydney Metro City & Southwest and which remain subject to ongoing negotiation by the Principal and other contractors, and the redacted information reflects the Principal's negotiated position with the CN Contractor in relation to the interface agreements to which the CN Contractor will be a counterparty; and d) therefore the disclosure of this information would: <ul style="list-style-type: none"> (i) place the Principal at a commercial disadvantage in future negotiations with other contractors on the Sydney Metro City & Southwest project; and (ii) make readily accessible to future clients, competitors and contractors information

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>which may place the parties at a substantial commercial disadvantage on future projects of a similar nature and accordingly diminish the competitive commercial value of information to a person and prejudice a person's legitimate business, commercial, professional or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
79.	Schedule 37 <i>(Master Interface Protocols Deed Poll)</i>	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information is a deed poll to be entered into by the CN Contractor which sets out mechanisms to address interface risk on the Sydney Metro City & Southwest project; b) exposing the redacted information would reveal the apportionment of risk between parties, and the risk that the CN Contractor was willing to price and accept; 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

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.	<p>parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
80.	Schedule 38 (IC Letter of Intent)	The information redacted is entire clauses and an entire schedule, part of Schedule 2 (Payment Schedule), Schedule 3 (Minimum Resources Commitment) and Schedule 5 (Subcontractors), contact details, the names of individuals and a dollar 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 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><i>Section 32(1)(a), paragraphs (b), (c) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage</p>	<p>The Principal 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 commercially sensitive information regarding:</p> <ul style="list-style-type: none"> (i) the Independent Certifier's total aggregate liability, including limits on the Independent Certifier's liability; (ii) payment arrangements for the works and services delivered under the Independent Certifier Deed; and (iii) the allocation of risk between the Principal, the CN Contractor and the Independent Certifier; <p>b) the redacted information also specifies the names and contact details of individual persons;</p> <p>c) exposing the redacted information would reveal the apportionment of risk between the Principal, the CN Contractor and the Independent Certifier in relation to liability under the Independent Certifier Deed. Exposing this information may provide insight into the parties views on the likelihood of certain risks arising;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>in relation to potential competitors and other contractors.</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>There is an overriding public interest against disclosure.</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 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.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Schedule 39 (IDAR Panel Agreement)	The information redacted is information related to the rates payable, names, contact details and signatures of individuals, time periods and a percentage.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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 Principal 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, among others, the method for calculating fees in the case of a Dispute between the parties and fees payable to Members of the IDAR Panel under the IDAR Panel Agreement;</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<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><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>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>c) the public interest has been served by disclosing the mechanism in respect of personnel; and</p> <p>d) the Principal 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	<p>Part A Schedule 40 <i>(Pro-forma Property Documents)</i></p>	<p>The information redacted is the entire schedule.</p>	<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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the pro-forma Adjoining Property Owner Agreement that the Principal is entering into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>in relation to potential competitors and other contractors.</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>effective exercise by the Principal of its functions; and</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the CN Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the CN Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
83.	<p>Part B Schedule 40 <i>(Pro-forma Property Documents)</i></p>	<p>The information redacted is the entire schedule.</p>	<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 section 1 of Schedule 4</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the pro-forma Adjoining Property Easement that the Principal is entering into with adjoining landowners;</p> <p>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>(c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the CN Contractor in relation to the Adjoining Property Easements, and therefore the risk that the CN Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
84.	Schedule 41 (Adjoining Properties)	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-</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>(a) the information redacted sets out the rights regarding Adjoining Properties that the Principal is to acquire under the CODD. It includes information on the nature of the licence, the period for which the licence will operate, and the relevant site area;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>(b) the Principal is still in the process of negotiating the Adjoining Property Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position; and</p> <p>(c) revealing the information could prejudice the Principal's legitimate business, commercial or financial interests, and also affect the Principal's procurement of third parties for future projects, thereby compromising the effective exercise by the Principal of its functions.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
85.	Schedule 42 <i>(Requirements of Adjoining Property Owner Agreements)</i>	The information redacted is an entire clause, part of a clause and tables.	<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-</i></p>	<p>The Principal 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 extent of the parties responsibility under certain Adjoining Property Owner Agreements. The CN Contractor is responsible for all obligations under an Adjoining Property Owner Agreement not</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>expressly assumed by the Principal in one of the tables;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Agreements. If the redacted information were disclosed, the relevant property owners may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the CN Contractor in relation to the Adjoining Property Owner Agreements, and therefore the risk that the CN Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to 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>Review: 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
86.	Schedule 44 <i>(Requirements of Adjoining Property Easements)</i>	The information redacted is part of a clause and tables.	<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 section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</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>The Principal 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 extent of the parties responsibility under certain Adjoining Property Owner Easements. The CN Contractor is responsible for all obligations under an Adjoining Property Owner Easements not expressly assumed by the Principal in one of the tables;</p> <p>b) the Principal is still in the process of negotiating the Adjoining Property Owner Easements. If the redacted information were disclosed, the relevant easement holders may be able to use that information to their advantage in negotiations with the Principal, thereby prejudicing the Principal's negotiating position. Therefore the disclosure of the information may prejudice the effective exercise by the Principal of its functions; and</p> <p>c) disclosing the redacted information would provide insight into the apportionment of risk between the Principal and the CN Contractor in relation to the Adjoining Property Easements, and therefore the risk that the CN Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Schedule 45 (Handover Works)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the CN Contractor's cost structure or profit margins and would place the CN Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <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>The Principal 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"> a) the redacted information sets out commercially sensitive information regarding the allocation of risk between the Principal and the CN Contractor in relation to the Handover Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor, and therefore the level of risk that the CN Contractor was willing to price and accept; 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 prejudice the parties' legitimate business, commercial or financial interests, and also prejudice the effective exercise of the Principal's functions. <p>Review: 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
88.	Schedule 46 <i>(Home Building Act Requirements)</i>	The information redacted is entire clauses and parts of clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> a) the redacted information relates to obligations to perform certain legislative requirements; b) the redacted information sets out specific grounds on which the CN Contractor will be entitled to claim relief for the Works; c) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor and therefore the level of risk that the CN Contractor was willing to price and accept. Exposing this information may provide insight into the CN Contractor's view on the likelihood of certain risks arising; and 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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Part A Schedule 48	The information redacted is the name and ACN of	<i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i>	The Principal weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	<i>(Site Office Lease and Crane Hire Option Agreement)</i>	the Lessor, an address, dates and personal details.	<p>The disclosure of this information could 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>overriding public interest against disclosure for the following reasons:</p> <p>a) the redacted information sets out:</p> <ul style="list-style-type: none"> (i) the name and ACN of the Lessor under the Deed of Assignment of Lease; (ii) the address of the premises that is the subject of the Site Office Lease and Deed of Assignment of Lease; (iii) the date that the Deed of Assignment of Lease was signed by the Principal and the CN Contractor; (iv) the date that the Site Office Lease was transferred to the CN Contractor; and (v) personal information, including the names of individual persons; <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor and therefore the level of risk that the CN Contractor was willing to price and accept;</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</p>

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				<p>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 Site Office Lease and Deed of Assignment of Lease. In light of the disclosure of this information there is an overriding public interest against the disclosure as identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
90.	<p>Part B Schedule 48 <i>(Site Office Lease and Crane Hire Option Agreement)</i></p>	<p>The information redacted is the name, ABN and address details of the Crane Supplier.</p>	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could 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>The Principal 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 is the name, ABN and address details of the Crane Supplier under the Crane Hire Option Agreement; and</p> <p>b) if the redacted information were to be disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the CN Contractor, thereby prejudicing the CN Contractor's negotiating position. Therefore, disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: 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
91.	Schedule 49 (CN Contractor's Personnel)	The information redacted is the names of individual persons and their organisations.	<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>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name and organisation.</p> <p>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.</p>
92.	Schedule 50 (Electronic files)	The information redacted is the entire schedule.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the CN Contractor's cost structure or profit margins and would place the CN 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</p>	<p>The Principal 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"> a) exposing the redacted information would reveal the apportionment of risk between the Principal and the CN Contractor in relation to certain elements under the CODD, and therefore the level of risk that the CN Contractor was willing to price and accept to perform the Works; 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Exhibit B <i>(Principal's Insurance Policies)</i>	The information redacted is the electronic file references for the Principal's insurances.	<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), 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>The Principal 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"> a) the redacted information sets out the limits of the insurance policies that the Principal is required to effect and maintain, and exposing the redacted information would reveal the level of insurance risk that the CN Contractor was willing to price and accept; and b) 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 limits of the insurance policies. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>