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

**Explanatory Table**

**Continuing Early Works Trains and CBTC letter**

**Contract Number: [*to be inserted*]**

Capitalised terms in this table have the meaning given to them in the Continuing Early Works Trains and CBTC document unless the context indicates otherwise.

In preparing this explanatory table (**Explanatory Table**), the Principal has:

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

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
|  | Address panel of letter | The information redacted is a person's name | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for. 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. |
|  | Clause 1.1 – Definition of Sydney Metro's Representative | The information redacted is a person's name | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for. 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. |
|  | Clause 1.1 – Definition of Total SM Early Works Payments | The information redacted is a dollar amount | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out sensitive information in relation to the payment arrangements under the contract; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 5 – Sydney Metro Limitation of liability | The information redacted is the entire clause.  | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:1. the redacted information sets out commercially sensitive information regarding the Principal's limitation of liability;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the Significant Contractor in relation to liability under the Continuing Early Works Trains and CBTC letter. Exposing this information may provide insight into the Principal's views on its potential capabilities and likelihood of the Principal being held liable for the events identified in this clause; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Execution page of the Continuing Early Works Trains and CBTC letter | The information redacted is the signature blocks. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information, including names and signatures of individual persons.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. |
|  | Schedule 1 – Scope of SM Early Works | The information redacted is the entire schedule. | *Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)*The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors or potential contractors. *Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information relates to the scope of the SM Early Works, and the redacted information provides particulars of the scope of work to be performed; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 2– SM Early Works Payments | The information redacted is the entire schedule. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out sensitive information in relation to payment arrangements under the contract; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 -Definition of a contract | The information redacted is the name of a contract | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and
2. the redacted information is commercially sensitive and represents a unique commercial approach with respect to the current contract which, if disclosed, could place the Principal at a commercial disadvantage and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 – Definition  | The information redacted is a definition | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is a definition relating to an option under a contract;
2. revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and
3. the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 -Definition of a contract | The information redacted is the name of a contract | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and
2. the redacted information is commercially sensitive and represents a unique commercial approach with respect to the current contract which, if disclosed, could place the Principal at a commercial disadvantage and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 – Definition  | The information redacted is a definition | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is a definition relating to an option under a contract;
2. revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and
3. the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 -Definition of Integrator's Representative | The information redacted is a person's name | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for. The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 -Definition of Significant Contractor's Representative | The information redacted is a person's name | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for. The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 -Definition of Significant Contractor Parent Company Guarantee | The information redacted is the name and business address of the guarantor.  | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the identity of the guarantor providing the Significant Contractor Parent Company Guarantee;
2. exposing this information may provide insight into the guarantor's potential financial liability and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
3. the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity of the guarantor providing the Significant Contractor Parent Company Guarantee.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 1.1 – Definition  | The information redacted is a definition | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is a definition relating to an option under a contract;
2. revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and
3. the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 3.2A – Options | The information redacted is the entire clause. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is a clause relating to an option under a contract;
2. revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and
3. the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 7 – Pre-Agreed Option | The information redacted is the entire clause. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is a pre-agreed option;
2. revealing the information would disclose commercial in confidence provisions under the MTR Early Works Subcontract; and
3. the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, would place the Significant Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 9.4 – Provision of documentation and other requirements | The information redacted is a percentage number. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses MTR's cost structure or profit margins and would place the Significant Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:1. the redacted information identifies the percentage of the amount set out in the payment schedule that MTR is obliged to pay the Significant Contractor if the Significant Contractor has not complied with the conditions listed in clause 9.4;
2. the redacted information reflects a negotiated amount which the Significant Contractor has priced and accepted; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 10.1 – Limitation of liability | The information redacted is the entire clause.  | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:1. the redacted information sets out commercially sensitive information regarding the Significant Contractor's limitation of liability;
2. exposing the redacted information would reveal the apportionment of risk between MTR and the Significant Contractor in relation to liability under the Early Works Deed. Exposing this information may provide insight into the Significant Contractor's views on its potential capabilities and likelihood of the Significant Contractor being held liable for the events identified in this clause; and
3. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Clause 16 – Notices | The information redacted is the names of the representatives. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information, including the names of individual persons.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. |
|  | Schedule 3 – MTR Early Works Subcontract, Execution page of the MTR Early Works Subcontract | The information redacted is the signature blocks. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information, including names and signatures of individual persons.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. |
|  | Schedule 3 – MTR Early Works Subcontract, Schedule 2 – Scope of the Early Works | The information redacted is the entire schedule. | *Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)*The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors or potential contractors. *Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information relates to the scope of the Early Works, and the redacted information provides particulars of the scope of work to be performed and the dates for performance; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Schedule 5 – Early Works Payments | The information redacted is the entire schedule. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out sensitive information in relation to payment arrangements under the contract; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3 – MTR Early Works Subcontract, Schedule 6 - Insurances | The information redacted is a dollar amount and each attachment to Part B. | *Section 32(1)(a) (paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)*The disclosure of the information could disclose, the Significant Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.*Section 32(1)(d) (item 1(f) and 4(b) of the table in section 14)*The disclosure of the information may prejudice a person's legitimate business or commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the limits of the insurance policies that the Significant Contractor is required to effect and maintain;
2. exposing the redacted information would reveal the level of insurance risk that the Significant Contractor was willing to price and accept;
3. revealing the information would make available the terms of the insurance policies for the project, and if the redacted information were to be disclosed, potential contractors/insurance providers may be able to use that information to their advantage in negotiations with the parties, thereby prejudicing their 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; and
4. 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 dates.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4 – Checkpoint Milestones (SM) | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in section 14)* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out:
	1. the description of certain Milestones; and
	2. the Date for Achievement of each Milestone; and
2. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and
3. the public interest has been served by revealing the obligation of the Significant Contractor to achieve Milestone Achievement of the relevant Milestones by the relevant Date for Achievement. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 5 – Excluded and amended provisions | The information redacted is an email address | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information, including the names and email addresses of individual persons.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. |
|  | Schedule 6 – SM Indicative Delivery Programme | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in section 14)* The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:the redacted information sets out sensitive information concerning the project program; and1. 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

**Review:** This information would be reviewed for disclosure as events and circumstances change. |