

5 February 2021

Government Information (Public Access) Act 2009

Explanatory Table

Martin Place Metro Station Deed of Variation (Caverns Scope Transfer) Station Delivery Deed

Capitalised terms in this table have the meaning given to them in the Martin Place Metro Station Deed of Variation (Caverns Scope Transfer) Station Delivery Deed (**DOV SDD**), unless the context indicates otherwise.

In preparing this explanatory table (**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 the SDD Schedule F1 as amended by Schedule 7 contains over 2GB of material. Due to the number of files and technical file size limitations, these documents have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection at its offices subject to any overriding public interest against disclosure. Please contact SMPurchase@transport.nsw.gov.au to arrange a time to inspect.

Sydney Metro notes that redactions made to the Base SDD have been reflected in the schedules to the DOV SDD and the rationale for those redactions remains the same (including in relation to any varied provisions).

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Clause 1.1 – Definition of Amending Deeds, subsection (c)	The information redacted is the name of an amending deed	<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 relates to information that has been redacted in its entirety in the relevant "Amending Deed" referred to; and b) the efficacy of the redactions in that "Amending Deed" are dependent on this part of the contract name also being redacted. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 – Definition of 'CST Amount'	The information redacted is the monetary amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on Macquarie's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p>	<p>The 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 CST Amount, being the dollar amount that the Principal is to pay Macquarie for the variations to the construction work to be performed under the SDD; b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the variations to the construction work under the SDD. Exposing this information may provide insight into Macquarie's profit margins; 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

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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>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>
3.	Clause 1.1 – Definition of 'Interim CST Amount'	The information redacted is the monetary amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on Macquarie's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the</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 Interim CST Amount, being the dollar amount that the Principal is to pay Macquarie for the CST Activities; b) exposing the redacted information would reveal details in respect of the amount that Macquarie was willing to accept for the relevant activities under the SDD. Exposing this information may provide insight into Macquarie's profit margins; 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

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			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>
4.	Clause 4.2 – Interim CST Amount	The information redacted is a monetary amount.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the cost structure, which would place the parties at a substantial commercial disadvantage in relation to potential competitors and provide visibility on Macquarie's profit margins.</p> <p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</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 dollar amount that the Principal is to pay Macquarie for the variations to the Base SDD in respect of the Caverns Scope; b) exposing the redacted information would reveal the amount that Macquarie was willing to accept for the variations to the construction work under the SDD. Exposing this information may provide insight into Macquarie's profit margins; 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>

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			<p>business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
5.	Clause 4.3(b)(ii) and (iii) – CST Amount	The information redacted is paragraphs.	<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 relates to the amount that the Principal is to pay Macquarie in connection with the variations to the SDD; 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>
6.	Clause 4.9 – Bank Guarantee	The information redacted is a percentage number.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure and would place</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 percentage of the Total Project Sum that Macquarie must provide to the Principal as an unconditional undertaking; b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie,

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			<p>Macquarie 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>and therefore the level of risk that Macquarie was willing to price and accept in relation to those events. Exposing this information may also provide insight into Macquarie's views on its potential capabilities and likelihood of default events 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 a bank guarantee is required from Macquarie. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Schedule 1 – Amendments to the General Conditions - Clause 1.1 – definition of 'Compensation Event' paragraphs (n) and (o)	The information redacted is paragraphs.	<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</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 a number of project-specific grounds under which Macquarie will be entitled to claim compensation and an extension of time for the Project Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie</p>

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			<p><i>provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie 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), 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>and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's view on the likelihood of certain risks 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 disclosing market-standard compensation events. In light of this disclosure, there is an overriding public interest against the disclosure of the redacted compensation events.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Schedule 1 – Amendments to the General Conditions - Clause 1.1 – definition of	The information redacted is paragraphs.	<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</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:

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	'Excusable Cause of Delay' paragraphs (j) and (k)		<p>exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie 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), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information sets out a number of project-specific grounds under which Macquarie will be entitled to an extension of time for the Project Works;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to a number of key risks that may delay the Project Works, and therefore the level of risk that Macquarie was willing to price and accept. Exposing this information may provide insight into Macquarie's views on the likelihood of certain risks 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 disclosing market-standard delay events. In light of this disclosure there is an overriding public interest against the disclosure of the redacted delay events.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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9.	Schedule 1 – Amendments to the General Conditions - Clause 1.1 – definition of 'Station Works D&C Sum'	The information redacted is a description of scope items.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie 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 of this information because:</p> <ul style="list-style-type: none"> a) the redacted information outlines the scope of works relevant to the calculation of the Station Works D&C Sum; b) disclosure of the redacted information may provide insight into how the parties apportioned risk under the SDD, and therefore the risk that Macquarie was willing to price and accept; c) exposing the redacted information may provide insight into the amount that Macquarie was willing to accept for the construction work (and all affiliated risks) and Macquarie's cost structure and profit margins; 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
10.	Schedule 1 – Amendments to the General Conditions - Clause 5.1A Consistency assessment – Bligh Street	The information redacted is a date.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 an end date for the use of Construction Site (Area 6) as a construction compound, assessed to be consistent with the Project Planning Approval; b) exposing the redacted information may provide insight into Macquarie'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.	Schedule 1 – Amendments to the General Conditions - Clause 23.9 paragraphs (g), (h) and (i) – Claim for extension of time	The information redacted is dates and details in relation to certain relief events that are redacted (as	<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</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 certain project-specific grounds under which Macquarie will be entitled to an extension of time for the Project Works and the corresponding regime for granting such extensions of time;

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		described above).	business and commercial interests. There is an overriding public interest against disclosure.	<p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and Macquarie in relation to certain delay risks. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of there being a delay to the project; 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.	Schedule 2 – Amendments to Schedule A2 – Milestone 2B North and Milestone 2B South	The information redacted is the dates, dollar amounts, Portion and Milestone descriptions and mechanisms for Liquidated Damages.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of schedule 4)</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and</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 Milestone Achievement of each Milestone; and (iii) the rate and mechanisms for calculating Liquidated Damages if Construction Completion or Completion does not occur by the Date for Construction Completion or Date for Completion or Milestone

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			<p>would place Macquarie at a substantial commercial disadvantage in relation to 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>Achievement is not achieved by the Date for Milestone Achievement;</p> <p>b) exposing the redacted information would reveal the risk that Macquarie priced and accepted in relation to the Liquidated Damages regime and the relevant Dates for Construction Completion, Completion and Milestone Achievement. Exposing this information may provide insight into Macquarie's views on its potential capabilities and likelihood of there being a delay to the project;</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. 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 Macquarie to achieve Construction Completion and Completion of the relevant portions by the Date for Construction Completion and Completion for each Portion 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 and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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13.	Schedule 4 – Amendments to Schedule C01 of the Base SDD – Section 6.5.11(m)	The information redacted is the dates.	<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 dates when Macquarie must undertake certain activities; b) revealing the information would provide insight into Macquarie's programme and the level of risk Macquarie was willing to price and accept. If this information were revealed, it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to Macquarie and prejudice its legitimate business, commercial or financial interests; and c) the public interest has been served by revealing the activity that Macquarie must undertake. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Schedule 4 – Amendments to Schedule C01 of the Base SDD – Section 6.5.11(q)	The information redacted is the dates.	<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</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 dates when Macquarie must undertake certain activities; b) revealing the information would provide insight into Macquarie's programme and the level of risk Macquarie was willing to price and accept. If this information were revealed,

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			<p>prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to Macquarie and prejudice its legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the balance of the information in this section of the SWTC.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
15.	Schedule 4 – Amendments to Schedule C01 of the Base SDD – Section 6.5.11(r)	The information redacted refers to Cavern Scope Transfer exclusions	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of schedule 4)</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to 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</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 relates to commercially sensitive information discussed between Macquarie and the Principal concerning interface arrangements between certain contractors;</p> <p>b) exposing the information would reveal certain risks that Macquarie priced and accepted in relation to interface arrangements; 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</p>

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			<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>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.	Schedule 4 – Amendments to Schedule C01 of the Base SDD – Section 6.5.11(s)	The information redacted refers to Cavern Scope Transfer access assumptions that are redacted (as described below).	<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 refers to commercially sensitive information discussed between Macquarie and interface contractors concerning interface arrangements; b) revealing the information would provide insight into Macquarie's programme and the level of risk Macquarie 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. <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
17.	Schedule 4 – Amendments to Schedule C1 of the Base SDD – Section 9 – Cavern Scope Transfer	The information redacted is minutes from an interface group meeting.	<p><i>Section 32(1)(a) (paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of schedule 4)</i></p> <p>The disclosure of this information discloses Macquarie's cost structure or profit margins and would place Macquarie at a substantial commercial disadvantage in relation to 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 describes commercially sensitive information discussed between Macquarie and the Principal concerning interface arrangements between certain contractors; b) exposing the information would reveal certain risks that Macquarie priced and accepted in relation to interface arrangements; 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>
18.	Schedule 4 – Amendments to Schedule C1 of the Base SDD –	The information redacted is paragraphs	<p><i>Section 32(1)(d) (item 2(e))</i></p> <p>The disclosure of the information would endanger the security of, or</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 disclosing the redacted information could endanger or prejudice</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Appendix 67 – Clause 3.7 and corresponding redaction of the contents page		prejudice any system or procedure for protecting, any place, property or vehicle. There is an overriding public interest against disclosure.	the Principal's procedure for protecting the Martin Place Metro Station. Review: This information would be reviewed for disclosure as events and circumstances change.
19.	Schedule 7 – Amendments to Schedule F1 of the Base SDD	The information redacted is drawings and specifications in relation to the station layout	<i>Section 32(1)(d) (item 2(e))</i> The disclosure of the information would endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle. 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 disclosing the redacted information could endanger or prejudice the Principal's procedure for protecting the Martin Place Metro Station. Review: This information would be reviewed for disclosure as events and circumstances change.
20.	Schedule 8 – Amendments to Annexure D of the Base SDD – Part 7 No. 1 and 2 – Area 6 of the Principal Construction Site	The information redacted is the dates.	<i>Section 32(1)(d) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i> The disclosure of the information may place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential contractors. <i>Section 32(1)(d) (items 4(c) and 4(d) of the table in section 14)</i> The disclosure of the information may diminish the competitive commercial value of information	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 provides information on whether or not the Early Site Access Date, Site Access Date, Site Access Expiry Date, and Construction Licence Sunset Date (as those terms are defined in the SDD) are applicable in respect of particular parts of the site, the relevant dates as applicable and any restrictions on access, possession and use; b) Macquarie has obligations under the SDD with respect to accessing the Principal Construction Site, and other contractors (including the TSE Contractor) are required to perform works by reference to the redacted dates. Revealing the information would provide insight into Macquarie's programme and the level of risk Macquarie was willing to price and accept. If this information were revealed, it could

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to Macquarie and prejudice its legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the remaining balance of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Schedule 9 – Updated SDD Program	The information redacted is Macquarie's program.	<p><i>Section 32(1)(d) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information may place Macquarie at a substantial commercial disadvantage in relation to other contractors or potential 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</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) disclosing the redacted information would provide insight into the level of risk that Macquarie was willing to price and accept in respect of achieving completion of the works by the relevant dates for completion and may provide insight into Macquarie's views on its potential capabilities; and</p> <p>b) further, it could place Macquarie at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who Macquarie may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to Macquarie and prejudice its 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>legitimate business or financial 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>
22.	Execution page	The information redacted is the execution clauses.	<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, including names and signatures of individual persons.</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>