

Government Information (Public Access) Act 2009

Explanatory Table

WHT Southern Tunnel Works – Independent Certifier Deed

Contract Number: 22.0000139213.0414

Capitalised terms in this table have the meanings given to them in the WHT Southern Tunnel Works Independent Certifier Deed between Transport for NSW, CPB Contractors Pty Ltd, John Holland Pty Ltd and APP Corporation Pty Limited dated 28 April 2022 (**STW IC Deed**), unless the context indicates otherwise.

In preparing this explanatory table, TfNSW 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
1.	Contents	The information redacted is clause and schedule headings which have been redacted entirely in the main body and schedules to the STW IC 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) exposing the redacted information would reveal information as to the professional indemnity insurance policy that the Independent Certifier is required to hold and maintain; 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>
2.	Clause 1.1 Definition of "Approved Insurer"	The information redacted is the credit ratings.	<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 a required financial strength rating; b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the Independent Certifier in

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			<p>There is an overriding public interest against disclosure.</p>	<p>relation to certain elements under the STW IC Deed; and</p> <p>c) 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 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>
3.	<p>Clause 1.1 Definition of "Fee"</p>	<p>The information redacted is part of the definition relating to amounts payable to the Independent Certifier.</p>	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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</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) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</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>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>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	<p>Clause 1.1</p> <p>Definitions of "P2 Contract", "RI/P2 Interface Deed" and another definition related to a redacted schedule</p>	<p>The information redacted is definitions that relate to</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) revealing the redacted information would provide insight into the Principal's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of the Principal and would also prejudice the exercise of the Principal's functions;</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 Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clause 1.1 Definition related to a redacted clause	The information redacted is definitions that relate to clauses that have been redacted in their entirety in the main body, including the defined term.	<p><i>Section 32(1)(a), and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</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 commercially sensitive information regarding the professional indemnity insurance required to be held by the Independent Certifier; and</p> <p>b) exposing the information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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6.	Clause 1.1, Definition relating to Fee	The information redacted is part of the definition, including part of the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier; b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 1.1, Definition relating to a redacted Schedule	The information redacted is a definition that relates to a schedule that	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure 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:</p>

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		has been redacted in its entirety, including the defined term.	<p>profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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>a) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 2.2 "Payment"	The information redacted is part of the clause relating to the Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in</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>future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
9.	Clause 2.5(b) "Deed Polls"	The information redacted is the entire paragraph.	<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) revealing the redacted information would provide insight into the Principal's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of the Principal and would also prejudice the exercise of the Principal's functions;</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>

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				<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>d) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clauses 3.1 "Acknowledgement", 7.1 "Additional Services"	The information redacted is part of the clause relating to the Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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</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) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</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>

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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>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 3.18	The information redacted is the entire 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 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) exposing the redacted information would reveal the apportionment of risk between the Principal and the Independent Certifier, and therefore the level of risk that the Independent Certifier was willing to price and accept;</p> <p>b) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other independent certifiers; and</p> <p>c) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

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12.	Clause 3.19 "Design review process"	The information redacted is the entire 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 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 Independent Certifier's obligations in relation to reviewing and certifying the design of the WHT Southern Tunnel Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Independent Certifier, and therefore the level of risk that the Independent Certifier was willing to price and accept; c) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other independent certifiers; and d) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 8.1(a)(i) "Limitation of liability"	The information redacted is the amount to which the	<i>Section 32(1)(d), item 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 of this information because it would prejudice the Principal's,

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		Independent Certifier's liability is limited under the contract.	The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.	<p>the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clauses 8.1(a)(ii), 8.5, 8.6, 8.7	The information redacted is information in respect of the professional indemnity insurance held by the Independent Certifier.	<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 concerns the professional indemnity insurance policy that the Independent Certifier is required to hold and maintain, and includes the information on the scope and cover to be provided by the policy; b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's insurance obligations and insurance risk, and the level of insurance risk that the Independent Certifier was willing to price and accept; and c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the STW IC Deed; and

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				<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>
15.	Clause 8.2 "Exclusions"	The information redacted is part of the 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 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 commercially sensitive information regarding the Independent Certifier's total aggregate liability;</p> <p>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</p> <p>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent</p>

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				<p>Certifier's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Clause 8.3(b) "Consequential loss"	The information redacted is part of the 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 a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 Independent Certifier's liability for Consequential Loss; b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to Consequential Loss; and c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
17.	Clause 8.4(a) "Insurances"	The information redacted is information in respect of the professional	<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</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>

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		indemnity insurance held by the Independent Certifier, including the value of insurance policy cover and maximum amount of deductibles.	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.	<p>a) the redacted information concerns the professional indemnity insurance policy that the Independent Certifier is required to hold and maintain, and includes the information on the scope and cover to be provided by the policy;</p> <p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's insurance obligations and insurance risk, and the level of insurance risk that the Independent Certifier was willing to price and accept;</p> <p>c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the STW IC Deed; 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>

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18.	Clause 8.4(c) "Insurances"	The information redacted is information in respect of the scope of public liability insurance, the value of insurance policy cover and maximum amount of deductibles.	<p><i>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</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 concerns the public liability insurance policy that the Independent Certifier is required to hold and maintain, and includes the information on the scope and cover to be provided by the policy; b) the disclosure of this information would disclose the Independent Certifier's insurance obligations and insurance risk that the Independent Certifier was willing to price and accept and would place the Independent Certifier at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors; and c) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Clauses 8.4A and 8.4B	The information redacted is the entire clauses.	<i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an

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			<p>The disclosure of this information discloses the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Independent Certifier'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>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> a) the redacted information concerns the professional indemnity insurance policy that the Independent Certifier is required to effect and maintain, and includes information on the scope and cover to be provided by the policy; b) exposing the redacted information could reveal the apportionment and level of insurance risk the Independent Certifier was prepared to price and accept in relation to its insurance obligations and insurance risk; c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the STW IC Deed; and d) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests. <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 13.4 "Address for notices"	The information redacted are email addresses	<i>Section 32(1)(d), item 3(a) 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 of this information because:

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		with the names of individuals.	<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>a) the redacted information would disclose personal information of individuals, including names; and</p> <p>b) 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> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Schedule 1 (Core Services), clause 1.1(a)	The information redacted is part of the clause relating to the Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Schedule 1 (Core Services), clause 2.2(c) and (d)	The information redacted is entire paragraphs.	<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 sets out the Independent Certifier's obligations in relation to reviewing and certifying the design of the WHT Southern Tunnel Works; b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Independent Certifier, and therefore the level of risk that the Independent Certifier was willing to price and accept; c) if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other independent certifiers; and d) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.

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.
23.	Schedule 1 (Core Services), clause 2.3(b)	The information not disclosed is the percentage for the Security Bonds.	<p>The relevant provisions of the GIPA Act that support the non-disclosure of the information are set out below.</p> <p>Section 32(1)(a)</p> <p>The government contracts register does not require the inclusion of the commercial-in-confidence provisions of a contract.</p> <p>The information is a 'commercial-in-confidence provision', because it is a matter the disclosure of which would place the Contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future (Schedule 4, paragraph (e) of the definition of 'commercial in confidence').</p> <p>Section 32(1)(d)</p> <p>The government contracts register does not require the inclusion of a copy of a contract, a provision of a contract there being an overriding public interest against disclosure of the record.</p> <p>Section 14, Table items 4(b)-(d)</p> <p>The disclosure of this information could reasonably be expected to have the following effects:</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 disclosure would give insights into the parties' security arrangements; and b) the public interest has been served by disclosing the regime for the Security Bonds and, in light of this, there is an overriding public interest against the disclosure of the precise percentage involved.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<ul style="list-style-type: none"> • reveal commercial-in-confidence provisions of the contract; • diminish the competitive commercial value of the information; and • prejudice the legitimate business interests of the parties. 	
24.	Schedule 1 (Core Services), clause 4.1(b) and (c)	The information redacted is entire 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>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 exposing the redacted information is expected to place the Principal at a commercial disadvantage when negotiating intergovernmental agreements of a similar nature, thereby prejudicing the business and commercial interests of the Principal.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Schedule 2 (Payment Schedule)	The information redacted is the value and nature of fees, the proportion of the Fee payable by the Principal, dates from which adjustments can be made, information on	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the Independent Certifier's profit margins.</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 disclosure of this information would disclose elements of the Independent Certifier's cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		the Contractor's liability to the Principal for amounts payable to the Independent Certifier, information on the Independent Certifier's entitlement to claim payment, names of the key personnel and their rates and details of changes to rates.	<p><i>Section 32(1)(d) and Item 4(d) of the table at section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p> <p><i>Section 32(1)(d) and Item 3(a) of the table at section 14</i></p> <p>The disclosure of this information would disclose personal information.</p>	<p>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future project; and</p> <p>c) disclosure of this information would involve revealing an individual's personal information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Schedule 3 (Minimum resources and surveillance levels), clause 1	The information redacted is the names of the nominated individuals and their minimum commitment days.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d) and Item 4(d) of the table at section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</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 information would place the parties at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects;</p> <p>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d) and Item 3(a) of the Table at Section 14</i></p> <p>The disclosure of this information would disclose personal information.</p>	<p>them at a disadvantage in negotiating with other parties in respect of future projects; and</p> <p>c) disclosure of this information would involve revealing an individual's personal information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Schedule 4 (Commercially Sensitive Information)	The information redacted is specific information relating to the Fees.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</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.
28.	Schedule 6 (Subcontractors)	The information redacted here is the names and ABNs of the entities that will be engaged as subcontractors and their respective part of the Services.	<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 for the following reasons:</p> <p>a) 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>b) 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>
29.	Schedule 8	The information redacted is the entire Schedule, including the title of the Schedule.	<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 of this information because:</p> <p>a) the redacted information sets out details of the scope and cover of the insurance policies that the Independent Certifier is required to effect and maintain</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.	<p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's insurance obligations and insurance risk, and the level of insurance risk that the Independent Certifier was willing to price and accept;</p> <p>c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the STW IC Deed. This may have signalling effects to 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>
30.	Schedule 9 (Independent Certifier Deed Polls), Part B	The information redacted is this entire Part of the Schedule,	<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</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		including the title of the Part.	<p>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) revealing the redacted information would provide insight into the Principal's approach to an agreement that has not yet been entered into;</p> <p>b) disclosure of this information would prejudice the deliberative processes of the Principal and would also prejudice the exercise of the Principal's functions;</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 Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Schedule 10	The information redacted is the entire Schedule, including the	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		title of the Schedule.	<p>profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</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>a) the redacted information sets out details of the payments to be made to the Independent Certifier;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's workforce management, and the level of risk that the Independent Certifier was willing to price and accept; and</p> <p>c) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Annexure A (Certification and Monitoring Plan)	The information redacted is the Independent Certifier's Certification and Monitoring Plan.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d) and Items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to diminish the competitive commercial value of the plan 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) disclosure of this information would place the parties at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects;</p> <p>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			prejudice the legitimate business interests of the parties.	<p>professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects; and</p> <p>c) the information in the report is the result of investment of resources and utilisation of unique information by the Independent Certifier and is commercially valuable to the Independent Certifier. If that information were known to competitors its commercial value would be diminished; and</p> <p>d) disclosure of this information would involve revealing an individual's personal information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
33.	Annexure B (Design Management Plan)	The information redacted is Annexures H, M, N and O of the Contractor's Design Management Plan.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d) and Items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to diminish the competitive commercial value of the plan and prejudice the legitimate business interests of the parties.</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 this information would place the parties at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects;</p> <p>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>c) the information in the report is the result of investment of resources and utilisation of unique information by the Contractor and is commercially valuable to the Contractor. If that information were known to competitors its commercial value would be diminished.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
34.	Agreement Execution Pages	The information redacted is the execution blocks, which include names and details of signatories and witnesses.	<p><i>Section 32(i)(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.</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>