

# Government Information (Public Access) Act 2009

## Explanatory Table

### Continuing Early Works Letter – MTR Corporation (Sydney) SMCSW Pty Limited

#### Contract Number: 00013/11678

Capitalised terms in this table have the meaning given to them in the Continuing Early Works Letter executed on 27 September 2019 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.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
<b>Continuing Early Works Letter</b>				
1.	Address panel of letter	The information redacted is a person's name	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for.</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>
2.	Clause 1.1 – Definition of Sydney Metro's Representative	The information redacted is a person's name	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for.</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>
3.	Clause 1.1 – Definition of Total Interim Early Works Payments	The information redacted is a dollar amount	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out sensitive information in</p>

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			<p>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>relation to the payment arrangements under the contract; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 6 – MTR Parent Company Guarantee	The information redacted is the name of the guarantor.	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the identity of the guarantor providing the MTR Parent Company Guarantee;</p> <p>b) exposing this information may provide insight into the guarantor's potential financial liability and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</p>

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			interest against disclosure.	<p>and</p> <p>c) the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity of the guarantor providing the MTR Parent Company Guarantee.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
5.	Clause 7 – Sydney Metro limitation of liability	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the Principal's limitation of liability;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Significant Contractor in relation to liability under the Continuing Early Works Letter. Exposing this information may provide insight into the Principal's views on its potential capabilities and likelihood of the Principal being held liable for the events identified in this clause; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the</p>

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			business and commercial interests.  There is an overriding public interest against disclosure.	parties' legitimate business, commercial or financial interests.  <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
6.	Execution page of the Continuing Early Works letter	The information redacted is the signature blocks.	<i>Section 32(1)(d), item 3(a) of the table in section 14</i>  The disclosure of this information would reveal an individual's personal information.  There is an overriding public interest against disclosure.	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information, including names and signatures of individual persons.  The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.
<b>Schedule 1 – Scope of Interim Early Works</b>				
7.	Schedule 1 – Scope of Interim Early Works	The information redacted is the entire schedule.	<i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i>  The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors or	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 relates to the scope of the SM Early Works, and the redacted information provides particulars of the scope of work to be performed; 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

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			<p>potential 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>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><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
<b>Schedule 2 – Interim Early Works Payments</b>				
8.	Schedule 2– Interim Early Works Payments	The information redacted is the entire 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</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>c) the redacted information sets out sensitive information in relation to payment arrangements under the contract; and</p> <p>d) revealing the information would place the parties at a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
<b>Schedule 3 – OTS2 Early Works Deed</b>				
9.	Clause 1.1 – Definition of a contract	The information redacted is the name of a contract	<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</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"> <li>a) the redacted information is the name of a contract that identifies a subcontractor of MTR;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed; and</li> <li>c) the redacted information is commercially sensitive and represents a unique commercial approach with respect to the current contract which, if disclosed, could place MTR at a commercial disadvantage and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

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			interest against disclosure.	events and circumstances change.
10.	Clause 1.1 – Definition of a contract	The information redacted is the name of a contract	<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"> <li>a) the redacted information is the name of a contract that identifies a subcontractor of MTR;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed; and</li> <li>c) the redacted information is commercially sensitive and represents a unique commercial approach with respect to the current contract which, if disclosed, could place MTR at a commercial disadvantage and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 1.1 – Definition of a contract	The information redacted is the name of a contract	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the name of a contract that identifies a subcontractor of MTR;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed; and</li> <li>c) the redacted information is commercially sensitive and</li> </ul>



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			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>represents a unique commercial approach with respect to the current contract which, if disclosed, could place MTR at a commercial disadvantage and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clause 1.1 – Definition	The information redacted is a definition	<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"> <li>a) the redacted information is a definition relating to an option under a contract;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed; and</li> <li>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, would place MTR 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.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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13.	Clause 1.1 - Definition	The information redacted is an entire definition	<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"> <li>a) the redacted information sets out the identity of the guarantor providing the MTR Parent Company Guarantee;</li> <li>b) exposing this information may provide insight into the guarantor's potential financial liability and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>c) the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity of the guarantor providing the MTR Parent Company Guarantee.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Clause 1.1 – Definition of MTR's Representative	The information redacted is a person's name	<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</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 in relation to the</p>

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			<p>individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>organisation the individual works for.</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>
15.	Clause 1.1 – Definition of MTR Parent Company Guarantee	The information redacted is the name of the guarantor.	<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 the identity of the guarantor providing the MTR Parent Company Guarantee;</p> <p>b) exposing this information may provide insight into the guarantor's potential financial liability and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity of the guarantor providing the MTR Parent Company Guarantee.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

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				events and circumstances change.
16.	Clause 1.1 – Definition of Principal's Representative	The information redacted is a person's name	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for.</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>
17.	Clause 7 – Pre-Agreed Option	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</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"> <li>a) the redacted information is a pre-agreed option;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed; and</li> <li>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, would place MTR 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</li> </ul>

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			interest against disclosure.	financial interests. <b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
18.	Clause 9.4 – Provision of documentation and other requirements	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 MTR's cost structure or profit margins and would place MTR 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</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"> <li>a) the redacted information identifies the percentage of the amount set out in the payment schedule that the Principal is obliged to pay MTR if MTR has not complied with the conditions listed in clause 9.4;</li> <li>b) The redacted information reflects a negotiated amount which MTR has priced and accepted; and</li> <li>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.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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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>	
19.	Clause 10.1 – Limitation of liability	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial</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"> <li>a) the redacted information sets out commercially sensitive information regarding MTR's limitation of liability;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and MTR in relation to liability under the Early Works Deed. Exposing this information may provide insight into MTR's views on its potential capabilities and likelihood of MTR being held liable for the events identified in this clause; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

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			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>events and circumstances change.</p>
20.	Clause 11 – MTR Parent Company Guarantee and Legal Opinion	<p>The information redacted is:</p> <ul style="list-style-type: none"> <li>- In subclause (a), the name of the guarantor;</li> <li>- In subclause (b), the place of incorporation of the guarantor, the name of the guarantor, and the governing law of the MTR Parent Company Guarantee</li> </ul>	<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"> <li>a) the redacted information sets out the identity of the guarantor providing the MTR Parent Company Guarantee;</li> <li>b) the redacted information also sets out the place of incorporation of the guarantor, and the governing law of the MTR Parent Company Guarantee;</li> <li>c) these information are commercially sensitive and exposing them may provide insight into the guarantor's potential financial liability and the enforceability of the MTR Parent Company Guarantee, and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity and place of incorporation of</li> </ul>

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				<p>the guarantor, and the governing law of the MTR Parent Company Guarantee.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Clause 14.1(d)	The information redacted is the name of the guarantor	<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"> <li>a) the redacted information sets out the identity of the guarantor providing the MTR Parent Company Guarantee;</li> <li>b) exposing this information may provide insight into the guarantor's potential financial liability and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>c) the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity of the guarantor providing the MTR Parent Company Guarantee.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>



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22.	Clause 16 – Notices	The information redacted is the names and email addresses of the representatives.	<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 the names and email addresses 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>
23.	Execution page of the general conditions	The information redacted is the signature blocks.	<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>
24.	Schedule 2 – Scope of the Early Works	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of this</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 relates to the scope of the Early Works, and the redacted information provides particulars of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information would place the parties at a substantial commercial disadvantage in relation to other contractors or potential 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 scope of work to be performed and the dates for performance; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
25.	Schedule 5 – Early Works Payments	The information redacted is the entire 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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out sensitive information in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>relation to payment arrangements under the contract; and</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
26.	Schedule 6 - Insurances	The information redacted is a dollar amount and each attachment to Part B.	<p><i>Section 32(1)(a) (paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information could disclose , MTR's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (item 1(f) and</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the limits of the insurance policies that MTR is required to effect and maintain;</p> <p>b) exposing the redacted information would reveal the level of insurance risk that MTR was willing to price and accept;</p> <p>c) revealing the information would make available the terms of the insurance policies for the project, and if the redacted information were to be disclosed, potential contractors/insurance providers may be able to use that information to their advantage in negotiations with the parties, thereby prejudicing their negotiating position. Therefore the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>4(b) of the table in section 14)</i></p> <p>The disclosure of the information may prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests; and</p> <p>d) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant dates.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
27.	Schedule 7 – MTR Parent Company Guarantee	The information redacted is the entire 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 commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out the entirety of the MTR Parent Company Guarantee between Sydney Metro and the MTR Parent Company Guarantor;</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 public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>information there is an overriding public interest against the disclosure of the precise information of the MTR Parent Company Guarantee.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
28.	Schedule 11 – Nominated Subcontractor Work	The information redacted are the names of the Nominated Subcontractors and sections 1-5.	<p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14)</p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is the names of the Significant Subcontractors under the Early Works Deed and a description for each Milestone;</li> <li>b) if the redacted information was disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the parties, thereby prejudicing negotiations. 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</li> <li>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.</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
29.	Schedule 12 – Early Works Milestones	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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"> <li>a) the redacted information sets out: <ul style="list-style-type: none"> <li>a. the description of certain Milestones; and</li> <li>b. the Date for Milestone Achievement of each Milestone; and</li> </ul> </li> <li>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</li> <li>c) the public interest has been served by revealing the obligation of MTR to achieve Milestone Achievement of the relevant Milestones by the relevant Date for Milestone Achievement. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
30.	Schedule 13 – Commercially Sensitive Information	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could diminish the competitive commercial value of information to a person and prejudice a person's legitimate business 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"> <li>a) the redacted information identifies clause, schedule and annexure references in the contract documents and particularises the aspects which the parties consider to be its commercially sensitive information; and</li> <li>b) revealing the information would provide an insight into sensitive commercial points for Sydney Metro and MTR and otherwise diminish the competitive commercial value of this information and prejudice its legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
<b>Schedule 4 – Interim Milestones</b>				
31.	Schedule 4 – Interim Milestones	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d) (items 4(b), 4(c), and 4(d) of the table in</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"> <li>a) the redacted information sets out: <ul style="list-style-type: none"> <li>a. the description of certain Milestones; and</li> <li>b. the Date for Achievement of each Milestone; and</li> </ul> </li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>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 public interest has been served by revealing the obligation of the Significant Contractor to achieve Milestone Achievement of the relevant Milestones by the relevant Date for Achievement. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
<b>Schedule 5 – Significant Contractor EWDs</b>				
32.	Address panel of letter	The information redacted is a person's name	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for.</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>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
33.	Clause 1.1 – Definition of Sydney Metro's Representative	The information redacted is a person's name	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for.</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>
34.	Clause 1.1 – Definition of Total SM Early Works Payments	The information redacted is a dollar amount	<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"> <li>a) the redacted information sets out sensitive information in relation to the payment arrangements under the contract; and</li> <li>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 also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> 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
35.	Clause 5 – Sydney Metro Limitation of liability	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Principal's limitation of liability;</li> <li>b) exposing the redacted information would reveal the apportionment of risk between the Principal and the Significant Contractor in relation to liability under the Continuing Early Works Trains and CBTC letter. Exposing this information may provide insight into the Principal's views on its potential capabilities and likelihood of the Principal being held liable for the events identified in this clause; and</li> <li>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
36.	Execution page of the Continuing	The information redacted is the signature blocks.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Early Works Trains and CBTC letter		<p>information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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>
37.	Schedule 1 – Scope of SM Early Works	The information redacted is the entire schedule.	<p><i>Section 32(1)(a) (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 place the parties at a substantial commercial disadvantage in relation to other contractors or potential 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</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"> <li>a) the redacted information relates to the scope of the SM Early Works, and the redacted information provides particulars of the scope of work to be performed; and</li> <li>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.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	
38.	Schedule 2- SM Early Works Payments	The information redacted is the entire 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 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"> <li>a) the redacted information sets out sensitive information in relation to payment arrangements under the contract; and</li> <li>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 also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
39.	Schedule 3 – MTR Early	The information redacted is the	<i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section</i>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Works Subcontract, Clause 1.1 - Definition of a contract	name of a contract	<p>14</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>against disclosure of this information because:</p> <p>a) revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and</p> <p>b) the redacted information is commercially sensitive and represents a unique commercial approach with respect to the current contract which, if disclosed, could place the Principal at a commercial disadvantage and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 1.1 – Definition	The information redacted is a definition	<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</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a definition relating to an option under a contract;</p> <p>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and</p> <p>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the</p>

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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		definition	<p><i>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>against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information is a definition relating to an option under a contract;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and</li> <li>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Schedule 3 – MTR Early Works Subcontract, Clause 1.1 - Definition of Integrator's Representative	The information redacted is a person's name	<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</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 in relation to the organisation the individual works for.</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	disclosure as identified above.
44.	Schedule 3 – MTR Early Works Subcontract, Clause 1.1 - Definition of Significant Contractor's Representative	The information redacted is a person's name	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name in relation to the organisation the individual works for.</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>
45.	Schedule 3 – MTR Early Works Subcontract, Clause 1.1 - Definition of Significant Contractor Parent Company Guarantee	The information redacted is the name of the guarantor.	<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</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"> <li>a) the redacted information sets out the identity of the guarantor providing the Significant Contractor Parent Company Guarantee;</li> <li>b) exposing this information may provide insight into the guarantor's potential financial liability and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> </ul>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			interest against disclosure.	<p>c) the public interest has been served by revealing the fact that a guarantee is required. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise identity of the guarantor providing the Significant Contractor Parent Company Guarantee.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
46.	Clause 1.1 – Definition	The information redacted is a definition	<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 is a definition relating to an option under a contract;</p> <p>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and</p> <p>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				events and circumstances change.
47.	Schedule 3 – MTR Early Works Subcontract, Clause 3.2A – Options	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"> <li>a) the redacted information is a clause relating to an option under a contract;</li> <li>b) revealing the information would disclose commercial in confidence provisions under the Early Works Deed entered into between Sydney Metro and MTR; and</li> <li>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
48.	Schedule 3 – MTR Early Works Subcontract, Clause 7 – Pre-	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</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"> <li>a) the redacted information is a pre-agreed option;</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Agreed Option		<p>information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>b) revealing the information would disclose commercial in confidence provisions under the MTR Early Works Subcontract; and</p> <p>c) the redacted information is commercially sensitive and represents a unique commercial approach which, if disclosed, would place the Significant Contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
49.	Schedule 3 – MTR Early Works Subcontract, Clause 9.4 – Provision of documentation and other requirements	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 MTR's cost structure or profit margins and would place the Significant Contractor at a substantial commercial disadvantage in relation to potential contractors</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <p>a) the redacted information identifies the percentage of the amount set out in the payment schedule that MTR is obliged to pay the Significant Contractor if the Significant Contractor has not complied with the conditions listed in clause 9.4;</p> <p>b) the redacted information reflects a negotiated amount which the Significant Contractor has priced and accepted; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and provide visibility on the contractor's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
50.	Schedule 3 – MTR Early Works Subcontract, Clause 10.1 – Limitation of liability	The information redacted is the entire clause.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(d), item 4(b), (c)</i></p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Significant Contractor's limitation of liability;</li> <li>b) exposing the redacted information would reveal the</li> </ul>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>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>apportionment of risk between MTR and the Significant Contractor in relation to liability under the Early Works Deed. Exposing this information may provide insight into the Significant Contractor's views on its potential capabilities and likelihood of the Significant Contractor being held liable for the events identified in this clause; and</p> <p>c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
51.	Schedule 3 – MTR Early Works Subcontract, Clause 16 – Notices	The information redacted is the names of the representatives.	<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 the names 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>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
52.	Schedule 3 – MTR Early Works Subcontract, Execution page of the MTR Early Works Subcontract	The information redacted is the signature blocks.	<p>Section 32(1)(d), item 3(a) of the table in section 14</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>
53.	Schedule 3 – MTR Early Works Subcontract, Schedule 2 – Scope of the Early Works	The information redacted is the entire schedule.	<p>Section 32(1)(a) (paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</p> <p>The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>Section 32(1)(d) (items 4(b), 4(c) and 4(d) of the table in section 14)</p> <p>The disclosure of this information could reveal commercial-in-confidence</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"> <li>a) the redacted information relates to the scope of the Early Works, and the redacted information provides particulars of the scope of work to be performed and the dates for performance; and</li> <li>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.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	
54.	Schedule 3 – MTR Early Works Subcontract, Schedule 5 – Early Works Payments	The information redacted is the entire 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 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"> <li>a) the redacted information sets out sensitive information in relation to payment arrangements under the contract; and</li> <li>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 also prejudice the effective exercise by the Principal of its functions.</li> </ul> <p><b>Review:</b> 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
55.	Schedule 3 – MTR Early Works Subcontract, Schedule 6 – Insurances	The information redacted is a dollar amount.	<p><i>Section 32(1)(a) (paragraphs (a), (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4)</i></p> <p>The disclosure of the information could disclose, the Significant Contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p><i>Section 32(1)(d) (item 1(f) and 4(b) of the table in section 14)</i></p> <p>The disclosure of the information may prejudice a person's legitimate business or 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"> <li>a) the redacted information sets out the limits of the insurance policies that the Significant Contractor is required to effect and maintain;</li> <li>b) exposing the redacted information would reveal the level of insurance risk that the Significant Contractor was willing to price and accept;</li> <li>c) revealing the information would make available the terms of the insurance policies for the project, and if the redacted information were to be disclosed, potential contractors/insurance providers may be able to use that information to their advantage in negotiations with the parties, thereby prejudicing their negotiating position. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the Principal's legitimate business, commercial or financial interests; and</li> <li>d) the public interest has been served by revealing the insurances procured by the Principal for the project. In light of this disclosure, there is an overriding public interest against the disclosure of the relevant dates.</li> </ul> <p><b>Review:</b> 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
56.	Schedule 3 – MTR Early Works Subcontract, Schedule 4 – Checkpoint Milestones (SM)	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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"> <li>a) the redacted information sets out: <ul style="list-style-type: none"> <li>a. the description of certain Milestones; and</li> <li>b. the Date for Achievement of each Milestone; and</li> </ul> </li> <li>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</li> <li>c) the public interest has been served by revealing the obligation of the Significant Contractor to achieve Milestone Achievement of the relevant Milestones by the relevant Date for Achievement. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates and dollar amounts.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
57.	Schedule 3 – MTR Early	The information redacted is an	<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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Works Subcontract, Schedule 5 – Excluded and amended provisions	email address	<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>against disclosure of this information because the redacted information would disclose personal information, including the names and email addresses 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>
58.	Schedule 3 – MTR Early Works Subcontract, Schedule 6 – SM Indicative Delivery Programme	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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</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"> <li>a) the redacted information sets out sensitive information concerning the project program; and</li> <li>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</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>interests.</p> <p>There is an overriding public interest against disclosure.</p>	
59.	Schedule 5 – Significant Contractor EWDs	The information redacted form three (3) entire Significant Contractor EWDs.	<p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14)</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"> <li>a) the redacted information reveal the identities of the Significant Subcontractors under the Early Works Deed and apportionment of risk between the parties to this contract;</li> <li>b) if the redacted information was disclosed, potential subcontractors may be able to use that information to their advantage in negotiations with the parties, thereby prejudicing negotiations. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests;</li> <li>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; and</li> <li>d) the public interest has been served by revealing the fact that Significant Contractor EWDs exists.</li> </ul> <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
<b>Schedule 6 – Changes to Delivery Program</b>				
60.	Schedule 6 – Changes to the Delivery Program	The information redacted is the entire schedule.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p><i>Section 32(1)(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"> <li>a) the redacted information sets out sensitive information concerning the project program; and</li> <li>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; and Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

<b>Item</b>	<b>Clause (and general description)</b>	<b>Information redacted</b>	<b>Reason(s) for redaction under GIPA Act</b>	<b>Public interest considerations</b>
			There is an overriding public interest against disclosure.	