

Government Information (Public Access) Act 2009

Explanatory Table

Sydney Metro City & Southwest: OTS2 Project Deed

Capitalised terms in this table have the meanings given to them in the OTS2 Project Deed, unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

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

Sydney Metro notes that the exhibits to the OTS2 Project Deed contain a large number of files. Due to the number of files and technical size limitations, these documents to the OTS2 Project Deed have not been made available on Sydney Metro's contracts register. Sydney Metro has determined to make such information available by inspection subject to any overriding public interest against disclosure. Please contact SMPurchase@transport.nsw.gov.au to arrange a time to inspect.

In respect of Schedule 49 (*Electronic Files*), the list of electronic files set out therein have been published. However, the electronic files themselves have been redacted in full on the basis that they are commercially sensitive to the parties and if disclosed, could potentially reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial and financial interests. Sydney Metro notes that with respect to the various

foundation infrastructure works contracts which are included in the OTS2 Project Deed as electronic files, redacted versions of these have already been made available for inspection on the register.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
GENERAL CONDITIONS				
1.	Clause 1.1 – definition of Account Bank	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 reveals project specific details with regard to the creation of a bank account; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 – definition immediately after definition of Actual Headway	The information redacted is the entire definition.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information sets out project specific arrangements with respect to certain project assets; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 1.1 – definition of Adjustment Date 1	The information redacted is the date.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the date by which a Foundation Infrastructure Works Contractor must achieve completion of certain works, and failure to do so which will entitle the contractor to a Compensation Event; and</p> <p>(b) the public interest has been served by revealing the mechanics of the regime with regard to the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>impact of failing to meet the relevant date and that the relevant date may be extended by Sydney Metro in accordance with the terms of OTS2 Project Deed.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 1.1 – definition of Adjustment Date 2	The information redacted is the date.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 3.</p> <p>Review: This information will 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>	
5.	Clause 1.1 – definition of Adjustment Date 3	The information redacted is the date.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 3.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 1.1 – definition of	The information	Section 32(1)(a) and paragraphs (a)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Adjustment Date 4	redacted is the date.	<p>and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 3.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
7.	Clause 1.1 – definition of Agent	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro 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 reveals project specific arrangements with regard to the appointed agent under the Facility Agreement; and</p> <p>(b) revealing the redacted information would provide</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 1.1 – definition immediately after definition of Agreed City Station Defect	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>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>	
9.	Clause 1.1 – definition immediately after definition of Alstom Holdings	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 and its use in the Operative Provisions reveals project specific arrangements with regard to resourcing limitations of a subcontractor and the risk allocation agreed between the parties with respect to this; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor and the subcontractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	
10.	Clause 1.1 – definition two after definition of Alstom Holdings	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 9.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 1.1 – definition immediately after definition of Base Case Financial Model (and its use throughout the OTS2	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Project Deed)		<p>to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	disclosure as events and circumstances change.
12.	Clause 1.1 – definition of Baseline Residual Assets	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
13.	Clause 1.1 – definition immediately after definition of Baseline Residual Assets	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
14.	Clause 1.1 – second definition after definition of Baseline Residual Assets (and its use throughout the OTS2 Project Deed)	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
15.	Clause 1.1 – third definition after definition	The information redacted is the	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	of Baseline Residual Assets	entire definition.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
16.	Clause 1.1 – definition immediately after definition of Blacktown City Council Interface Agreement	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
17.	Clause 1.1 – definition immediately after definition of Bond	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>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>	
18.	Clause 1.1 – second definition after definition of Bond	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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
19.	Clause 1.1 – third definition after definition of Bond	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
20.	Clause 1.1 – definition immediately after definition of Central Barangaroo Precinct	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
21.	Clause 1.1 – definition immediately after definition of Change in Rail Safety Law	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>Sydney Metro 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 and its use in the Operative Provisions reveals project specific arrangements which would entitle the contractor to claim a Compensation Event in relation to specific project assets in certain defined circumstances; and</p> <p>(b) revealing the redacted information would reveal the apportionment of risks assumed by the parties and provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
22.	Clause 1.1 – paragraphs (k)(i) and (k)(ii) of the definition of Compensation Event	The information redacted is dollar amounts.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 threshold value which when reached, would then entitle the contractor to a Compensation Event;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the contractor and therefore the level of risk that the contractor was willing to accept. Exposing this information may provide insight into the contractor's views on its potential capabilities and the likelihood of certain risks arising;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the regime entitling the contractor to claim a Compensation Event where the threshold values have been reached. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
23.	Clause 1.1 – paragraph (u) of the definition of Compensation Event	The information redacted is the entire paragraph.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>	
24.	Clause 1.1 – paragraph (aa) of the definition of Compensation Event	The information redacted is the entire paragraph.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
25.	Clause 1.1 – paragraph	The information	Section 32(1)(a) and paragraph (e)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	(bb) of the definition of Compensation Event	redacted is the entire paragraph.	<p>of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 21.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
26.	Clause 1.1 – definition immediately after definition of Completion	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
27.	Clause 1.1 – second definition after definition of Completion	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>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>	
28.	Clause 1.1 – definition of CDPD Amount	The information redacted is words and formulae including percentage figures.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information sets out formulae (including percentage figures) used in calculating the CDPD amount; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	
29.	Clause 1.1 – definition immediately after definition of Customer Delay Measure	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
30.	Clause 1.1 – definition of Date for Completion	The information redacted is dates.	Section 32(1)(a) and section 32(1)(d) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)	<p>Sydney Metro 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 contains the dates for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>completion of Phase 1 and Phase 2;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the redacted information would also disclose the contractor's programming arrangements and would therefore reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors; and</p> <p>(d) the public interest has been served by revealing the fact that there are Dates for Completion. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
31.	Clause 1.1 – definition of Default Rate	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential</p>	<p>Sydney Metro 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 contains the percentage figure per annum of the Default Rate of interest payable by either Sydney Metro or the contractor to the other party under any Project Agreement for late payment;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), (c) and (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>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the fact that there is a Default Rate of interest. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
32.	Clause 1.1 – definition immediately after definition of Electricity Purchase Obligation	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>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>	
33.	Clause 1.1 – paragraphs (a), (b) and (c) of the definition of Equity Documents	The information redacted is words.	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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</p>	<p>Sydney Metro 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 material relates to unique arrangements adopted by the contractor with respect to its equity arrangements and which underpin the contractor's financing arrangements;</p> <p>(b) significant investment was made in the development and refinement of this arrangement and releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.</p> <p>Review: This information will 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>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
34.	Clause 1.1 – paragraphs (b) and (c) of the definition of Equity Interest	The information redacted is the entire sub-paragraphs.	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 33.</p> <p>Review: This information will 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 1.1 – paragraph (b) of the definition of Equity Investor	The information redacted is the entire sub-paragraph.	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 33.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
36.	Clause 1.1 – definition immediately after definition of Excluded Presentation Areas	The information redacted is the entire definition.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information if revealed would disclose project specific arrangements with respect to integration of the railway; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
37.	Clause 1.1 – definition of Extension Period	The information redacted is a number.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b) of the Table to 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</p>	<p>Sydney Metro 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 reveals the duration of the extension period by which the term of the OTS2 Project Deed may be extended; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
38.	Clause 1.1 – definition of Final Completion Payment	The information redacted is a dollar amount.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to 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>Sydney Metro 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 contains a masked figure which reveals the amount the contractor will receive for closing out all defects;</p> <p>(b) revealing the payment to the contractor upon closing out defects is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position in future procurements. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the final payment to be made to the contractor for closing out defects, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure when Final Completion has occurred.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
39.	Clause 1.1 – definition of First Operations Period	The information redacted is time periods.	<p>Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property.</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>Sydney Metro 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 reveals the duration of the First Operations Period with respect to certain Foundation Infrastructure Works defects;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the mechanics of the regime. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
40.	Clause 1.1 – definition immediately after definition of First Passenger Service	The information redacted is the entire definition.	<p>Section 32(1)(d), item 4(b), (c) and (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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 36.</p> <p>Review: This information will 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>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>	
41.	Clause 1.1 – definition immediately after definition of FIW Electronic Files	The information redacted is the entire definition.	<p>Section 32(1)(d), item 4(b), (c) and (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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 36.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
42.	Clause 1.1 – paragraphs (e) – (l) of the definition of Foundation Infrastructure Works Compensation Event	The information redacted is words and dates.	<p>Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p>	<p>Sydney Metro 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 project specific Compensation Events; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
43.	Clause 1.1 – definition immediately after definition of Insurances	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 and its use in the Operative Provisions sets out project specific arrangements with respect to integration of the railway; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
44.	Clause 1.1 – second definition after definition of Insurances	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
45.	Clause 1.1 – definition immediately after definition of Integrator's Modifications Manager	The information redacted is the entire definition.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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>place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 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>	
46.	Clause 1.1 – definition of Integrator's Representative	The information redacted is a person's name and job title.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual.
47.	Clause 1.1 – definition immediately after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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>with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
48.	Clause 1.1 – second definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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>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>	
49.	Clause 1.1 – third definition after definition of Interim Inspection Auditor	The information redacted is the entire definition which includes a dollar amount.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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
			against disclosure.	
50.	Clause 1.1 – fourth definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
51.	Clause 1.1 – fifth definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>disclosure as events and circumstances change.</p>
52.	Clause 1.1 – sixth definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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>contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
53.	Clause 1.1 – seventh definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
54.	Clause 1.1 – eighth definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
55.	Clause 1.1 – ninth definition after definition	The information redacted is the	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	of Interim Inspection Auditor	entire definition.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
56.	Clause 1.1 – tenth definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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>included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
57.	Clause 1.1 – eleventh definition after definition of Interim Inspection Auditor	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 33.</p> <p>Review: This information will 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>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.</p>	
58.	Clause 1.1 – definition of Issuer Co Group	The information redacted is words.	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 33.</p> <p>Review: This information will 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
			commercial interests. There is an overriding public interest against disclosure.	
59.	Clause 1.1 – definition of Known Defects Rectification Period	The information redacted is time periods.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d) Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 time of commencement of the Known Defects Rectification Period for various portions;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
60.	Clause 1.1 – definition immediately after definition of OpCo2	The information redacted is the entire definition.	Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Integration Contracts		<p>and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14 The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure.</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>information for the reasons set out in Item 43.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
61.	Clause 1.1 – definition of OpCo2's Representative	The information redacted is a name.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual.
62.	Clause 1.1 – definition of Open Book Basis	The information redacted is an entire sub-clause.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information sets out project specific arrangements with respect to the delivery program; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
63.	Clause 1.1 – definition immediately after definition of Option 1 Trains (and its use in clause 25.1(h) and clauses 31(e) and (f))	The information redacted is the entire definition.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p>	<p>Sydney Metro 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 contains project specific arrangements with respect to the Option 1 Trains Option; and</p> <p>(b) revealing the arrangement is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Section 32(1)(d), item 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>the contractor's negotiating position and will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure when Final Completion has occurred.</p>
64.	Clause 1.1 – definition immediately after definition of OTS2 Works	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
65.	Clause 1.1 – paragraphs (a)(ii) and (d) of the definition of Phase 2 Change Event	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
66.	Clause 1.1 – definition immediately after definition of Phase 2	The information redacted is the entire definition.	Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Installation Works Contract (and its use in clause 17.10A(b))		<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <p>(a) the redacted information and its use in the Operative Provisions reveals project specific arrangements with regard to payment by the contractor of liquidated damages for delay; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
67.	Clause 1.1 – definition immediately after definition of Pre-Agreed Option Construction Payment	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
68.	Clause 1.1 – definition immediately after definition of Principal Refinancing Share	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 43.</p> <p>Review: This information will 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>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>	
69.	Clause 1.1 – definition of Principal's Representative	The information redacted is a name.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual.
70.	Clause 1.1 – definition immediately after definition of Principal's Representative (and its use in clause 25.1(h), clause 31(e) and (f))	The information redacted is the entire definition which includes the dollar amount.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 63.</p> <p>Review: This information will 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
			government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.	
71.	Clause 1.1 – definition immediately after definition of PSD/MGF Product Proving Proponent (and its use throughout the OTS2 Project Deed)	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 project specific arrangements relating to the safety requirements of a project asset; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
72.	Clause 1.1 – definition of	The information redacted is a time	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	PSD/MGF Systemic Defect	period and percentage figure.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <p>(a) the redacted information identifies the time period and percentage amount in relation to a PSD/MGF Defect that when reached, will trigger the occurrence of a PSD/MGF Systemic Defect;</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 existence of the regime for a PSD/MGF Systemic Defect. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
73.	Clause 1.1 – paragraph (i) and (ia) of the definition of Relief Event (Other)	The information redacted is words	<p>Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other</p>	<p>Sydney Metro 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 project specific arrangements with regard to certain relief events; and</p> <p>(b) revealing the redacted information would provide</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
74.	Clause 1.1 – paragraph (ma) - (md) of the definition of Relief Event (PPP)	The information redacted is words and dates.	<p>Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 circumstances where the contractor will be entitled to a relief event with respect to a Foundation Infrastructure Works Contractor; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
75.	Clause 1.1 – definition of Remaining Adjustment Period	The information redacted is a time period.	<p>Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property.</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>Sydney Metro 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 time period which when calculated with certain adjustment dates will result in the Remaining Adjustment Period;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a Remaining Adjustment Period. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
76.	Clause 1.1 – definition immediately after definition of Retail Licence	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
77.	Clause 1.1 – definitions of Southwest Track Formation, Southwest TS Works Period and Southwest TS Works Program	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>could also 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>	
78.	Clause 1.1 – paragraph (a) of the definition of TPPC Cap	The information redacted is a monetary amount.	<p>Section 32(1)(a) and paragraphs (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractor's cost structure.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 capped amount for a Minor Modification in respect of Third Party Preparation Costs;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the contractor and therefore the level of risk that the contractor was willing to accept. Exposing this information may provide insight into the contractor's views on its potential capabilities and the likelihood of certain risks arising; and</p> <p>(c) the public interest has been served by revealing the existence of a capped amount for a Minor Modification in respect of Third Party Preparation Costs. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure.</p> <p>Review: This information would be reviewed</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>for disclosure as events and circumstances change.</p>
79.	<p>Clause 1.1 – definition immediately after definition of Track Possession</p>	<p>The information redacted is the entire definition.</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
80.	<p>Clause 1.1 – definition immediately after definition of Trial Running</p>	<p>The information redacted is the entire definition.</p>	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1,</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <p>(a) the redacted information and its use elsewhere in the OTS2 Project Deed reveals project specific programming arrangements; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
81.	Clause 3.3(d)(ii)	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other</p>	<p>Sydney Metro 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 margin on its direct costs in respect of the Adjusted Indexed Availability Fee and Indexed Lifecycle Component that the contractor is not permitted to exceed when including these costs in its Extension Proposal to Sydney Metro;</p> <p>(b) revealing the information would place the parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors.</p> <p>Section 32(1)(d), item 4(b), (c) and (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>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 existence of the contractor's entitlement to include a margin on its direct costs in respect of the Extension Proposal. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
82.	Clause 5.6(a)(iii)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>Sydney Metro 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 and its use in the Operative Provisions reveals project specific arrangements with regard to certain project assets, including monitoring and handover requirements; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could also 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 information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
83.	Clause 5.6(c)(ii)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 80.</p> <p>Review: This information will 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>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
84.	Clause 9.11(c)(iii)	The information redacted is dollar amounts.	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's profit margins.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 rates which Sydney Metro must pay the contractor during the Delivery Phase for the provision of services in relation to carrying out safety or site inductions for Other Contractors or the provision of personnel to accompany other contractors for the purposes of complying with its obligations under clause 9.11 of the OTS2 Project Deed;</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 existence of the contractor's entitlement to receive payment from Sydney Metro in relation to the above services. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.</p> <p>Review: This information would be reviewed</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	for disclosure as events and circumstances change.
85.	Clause 11A	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 and its use in the Operative Provisions reveals project specific arrangements with regard to certain project assets, including maintenance and handover requirements, and approval procedures; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
86.	Clause 12.1(f)(i)	The information redacted is the entire sub-clause.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information relates to control and management of the Construction Site and responsibility for same as principal contractor prior to the relevant handover date specified in that sub-clause; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
87.	Clause 12A.3(b), (c) and (d)	The information redacted is dates.	<p>Section 32(1)(a) and paragraph (a) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro 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 particular dates with regard to early completion of the Foundation Infrastructure Works for Phase 1 including handover and acceptance by the contractor of an Early Handover Payment by Sydney Metro;</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>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 existence of the early handover regime for Phase 1. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
88.	Clause 12A.3A	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro 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 regime regarding early completion of the Foundation Infrastructure Works for Phase 2 which includes handover and acceptance obligations and notice requirements with particular dates set out in the redacted clause; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
89.	Clause 12A.4A	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 regime regarding breach by a Foundation Infrastructure Works Contractor of an obligation which interferes with the contractor and the rights arising; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
90.	Clause 12A.5	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 regime applicable to claims arising out of the Foundation Infrastructure Works; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
91.	Clause 12A.6 (and any references to Clause 12A.6 in the OTS2 Project Deed)	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out a requirement with regard to handover of certain Foundation Infrastructure Works portions on handover dates to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 contractor; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
92.	Clause 12A.9(b)(v)	The information redacted is dates.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 particular dates by which the energisation of the LV power supply system must be completed to allow the contractor to carry out required testing and commissioning of those parts of the works that require a LV power supply;</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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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 parties' legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the regime regarding substituting the locations and corresponding LV power on date. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
93.	Clause 12A.10(e)	The information redacted is a time period.	<p>Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro 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 time period which when calculated extends the Adjustment Dates pursuant to clause 12A.10 of the OTS2 Project Deed;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the way the Adjustment Dates may be extended. In light of this disclosure there is an overriding public interest against the disclosure of the precise time</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>period.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
94.	Clause 12A.11	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
95.	Clause 13.12(b)(i)(B)	The information redacted is the	Section 32(1)(d), item 1(f) of the table in section 14	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire sub-clause.	<p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), item 4(b), (c) and (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>overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information reveals the duration of the fitness for purpose representations and warranties made by the contractor in relation to certain project assets; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
96.	Clause 13.12(b)(ii)(B)	The information redacted is the entire sub-clause.	<p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), item 4(b), (c) and (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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 93.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
97.	Clause 13.12(b)(iii)(B)	The information redacted is the entire sub-clause.	<p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(d), item 4(b), (c) and (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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 93.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
98.	Clauses 13.12(g)(i) and (ii)	The information redacted is the entire sub-clauses.	<p>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p>	<p>Sydney Metro 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 reveals the time periods, by the end of which Sydney Metro will release the contractor from any claims against it in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Section 32(1)(d), item 4(b), (c) and (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>respect of the design life of projects assets; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
99.	Clauses 13C.1(b) – (d) and 13C.2(b) and (c)	The information redacted is the entire sub-clauses.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro 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 reveals project specific arrangements with regard to the regime for the Corridor Security Solution for the Sydney Metro Southern Corridor; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	
100.	Clause 14A.2(d)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 reveals details relating to known project issues and sets out project steering committee obligations with regard to dealing with same; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
101.	Clause 14A.2A	The information	Section 32(1)(a) and paragraph (e)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is the entire sub-clause.	<p>of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information reveals project specific arrangements with regard to Foundation Infrastructure Works contract changes, including relevant processes and timing obligations; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
102.	Clause 14A.2B	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro 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 if revealed would disclose confidential arrangements with regard to project scope; and</p> <p>(b) revealing the redacted information would provide</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
103.	Clause 14A.2C	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-</p>	<p>Sydney Metro 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 reveals project specific arrangements with regard to variation of Foundation Infrastructure Works; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>disclosure as events and circumstances change.</p>
104.	Clause 14B.3(e)	The information redacted is a dollar amount.	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 monetary threshold over which Sydney Metro will fund the cost of urgent repairs;</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 that Sydney Metro will fund the cost of the Urgent Repairs over a certain monetary threshold. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	change.
105.	Clause 14B.3(f)(i)	The information redacted is dollar amounts.	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 104.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
106.	Clause 14B.8	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table</p>	<p>Sydney Metro 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 reveals details relating</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 a regime around Defects Collateral Warranties which is specific to the nature of the project and the interaction with the Foundation Infrastructure Works Contractors; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
107.	Clause 17.3B	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other</p>	<p>Sydney Metro 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 reveals project specific arrangements with regard to resourcing of one of the contractors; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
108.	Clause 17.8(a)(i)(H)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
109.	Clause 17.8(b)	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
110.	Clause 17.8(c)	The information redacted is the	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire sub-clause.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
111.	Clause 17.8(d)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will 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>included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
112.	Clause 17.9A(b)(iv)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will 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>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>	
113.	Clause 17.9A(fa)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will 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
114.	Clause 17.10(ea)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 107.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
115.	Clause 17.10A(b)	The information redacted is a dollar amount.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information discloses the parties' cost structure or profit margins and would place the</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the amount of the daily cap on liquidated damages for delay to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>parties at a substantial commercial disadvantage in relation to potential competitors and other 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 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>completion of Phase 2;</p> <p>(b) exposing the redacted information would reveal the apportionment of risk between Sydney Metro and the contractor in relation to delay risks. Exposing this information may provide insight into the contractor's views on its potential capabilities and the likelihood of delay;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the cap on liquidated damages. In light of this disclosure, there is an overriding public interest against the disclosure of the precise dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
116.	Clause 18A (and any references to Clause 18A in the OTS2 Project Deed)	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p>	<p>Sydney Metro 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 if revealed would disclose details of a risk sharing regime relating to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>integration; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
117.	Clause 18B	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>Sydney Metro 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 regime under which the contractor will be entitled to claim a Modification to overcome the relevant event's effects on the contractor's ability to achieve certain completion and passenger service requirements; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could also 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 information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
118.	Clause 18C.1	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 project specific arrangements relating to safety requirements of a project asset; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
119.	Clause 19A.4(a)	The information redacted is dollar amounts and dates.	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>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>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's</p>	<p>Sydney Metro 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 amounts payable to the contractor if certain Milestones are achieved and the dates by which these Milestones are to be achieved;</p> <p>(b) exposing the redacted information would reveal the risk that the contractor priced and accepted and the relevant dates for achieving these Milestones. Exposing this information may provide insight into the contractor's views on its potential capabilities and the likelihood of delays to the project;</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the fact that the contractor is entitled to payment on achieving certain Milestones. In light of this disclosure there is an overriding public interest</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>against the disclosure of the precise dates and dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
120.	Clause 21.7(e)	The information redacted is a dollar amount.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information sets out the amount Sydney Metro may withhold from the Service Payment each month if the contractor fails to remedy an Asset Management Failure within the Remediation Period;</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 that the contractor will be deducted an amount from its Service Payment each month for failure to remedy an Asset Management Failure. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amount.</p> <p>Review: This information would be reviewed</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				for disclosure as events and circumstances change.
121.	Clause 22.1	The information redacted is dollar amounts.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 discloses the monetary amount of the Handback Security Bond and Extension Security Bond which the contractor must provide to Sydney Metro and the amount which Sydney Metro may withhold from the Service Payment where the contractor fails to do so;</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 existence of these bonds and the right of Sydney Metro to withhold an amount where the contractor fails to provide same. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
122.	Clause 22.1A(a)(i)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 discloses a percentage figure which the contractor must provide in respect of a debt due and owing to Sydney Metro in order to replace the original Handback Security Bond with a bond that is for an amount equal to the above redacted percentage;</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 existence of the fact that the contractor will be entitled to replace the original bond with one that is an amount equal to a certain percentage of the relevant debt. In light of this disclosure there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
123.	Clause 25.1(f)	The information	Section 32(1)(a) and paragraph (e)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is the entire sub-clause.	<p>of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information reveals project specific arrangements relating to payment obligations and entitlements arising; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
124.	Clause 25.3(b)(vi) and (vii)	The information redacted is dollar amounts.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro 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 discloses the monetary amounts in respect of the rectification of Defects, exceeding which Sydney Metro is not obliged to pay the CDPD Amount to Finance Co;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 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 existence of the above condition precedent to the CDPD Amount being paid to Finance Co by Sydney Metro. In light of this disclosure there is an overriding public interest against the disclosure of the dollar amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
125.	Clause 25.4(a)	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other</p>	<p>Sydney Metro 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 reveals project specific arrangements relating to payment obligations and entitlements arising; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors or potential contractors.</p> <p>The disclosure of this information could also 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>commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
126.	Clause 25B.1(c)(iv)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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</p>	<p>Sydney Metro 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 contains the percentage figure of the amount (Phase 2 Payment Drawdown (Integrator)) which Sydney Metro will not be required to pay in relation to principal payment for Phase 2 Works and Option 1 Trains Payments;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the fact that Sydney Metro does not have to pay this amount until a particular date or when certain</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>milestones have been achieved. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
127.	Clause 25B.2(a)(i)(A)(cc)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 126.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
128.	Clause 25B.2(a)(iii)	The information	Section 32(1)(a) and paragraphs (a)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is a date.	<p>and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is the date by which the contractor must give the Principal's Representative a payment claim with respect to amounts payable to it in relation to the Phase 2 Works or Option 1 Trains;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing details around the making of this payment claim without revealing the specific date. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise date.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
129.	Clause 25B.2(b)(ii)	The information redacted is a date.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 128.</p> <p>Review: This information will 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>would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>	
130.	Clause 25B.2(i)(i)(D)(bb)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 126.</p> <p>Review: This information will 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>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>	
131.	Clauses 25B.2(k)	The information redacted is a date.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 128.</p> <p>Review: This information will 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
132.	Clauses 25B.4(a) and 25B.4(b)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>Sydney Metro 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 the maximum percentage figure of the amount that the Principal's Representative would otherwise have set out in any payment schedule which the contractor would be entitled to be paid on satisfaction of certain requirements;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing details around the requirements which the contractor must comply with in relation to the Phase 2 Works in order to make a full payment claim. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
133.	Clause 26.2(c)	The information redacted is the entire sub-clause.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information if revealed would disclose the right of the contractor to include a certain type of loss specific to the project in its claim for compensation pursuant to clause 26 (Compensation Events) of the OTS2 Project Deed;</p> <p>(b) revealing this information is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties and will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the categories of loss which the contractor might claim when making a claim for a Compensation Event, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure when Final Completion has occurred.</p>
134.	Clause 29.2(e)(v)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial</p>	<p>Sydney Metro 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 reveals project specific arrangements with regard to resourcing of one of the contractors and the interaction of same with the Modifications regime during the Delivery Phase; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
135.	Clause 29.2(ea)(iv)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro 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 reveals project specific arrangements with regard to costs for a proposed Modification and details relating to the types of costs excluded from recovery by OpCo2; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	
136.	Clause 29.2(eb)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 134.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
137.	Clause 29.3(aa)	The information	Section 32(1)(a) and definition (b)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is a dollar amount.	<p>and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Items 1(f) and 4 (a), (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's profit margins.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information is the fixed dollar amount that the contractor may recover for Third Party Preparation Costs incurred by the O&M Contractor in relation to a Modification which is implemented prior to the Date of Completion of Phase 2 and which does not result in an increase to the scope of the Operations Activities;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the entitlement of the contractor to recover the above costs from Sydney Metro without revealing the specific monetary amount. In light of the disclosure of this information there is an overriding public interest against the disclosure of the dollar amount.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
138.	Clause 29.5(a)	The information redacted is the entire sub-clause.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 134.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
139.	Clause 35.3	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), (c) and</p>	<p>Sydney Metro 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 contains the percentage figure of the amount of the Net Financial Impact which the contractor must pay to Sydney Metro where there is a Change in Law which results in a positive Net Financial Impact;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>(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>by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing that the contractor must pay Sydney Metro a percentage amount of the Net Financial Impact of such a Change in Law. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
140.	Clause 35A.5	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), (c) and (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</p>	<p>Sydney Metro 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 contains the percentage figure of the amount of the Net Financial Impact which the contractor must pay to Sydney Metro where there is a Compensable Change in NSW Government Policy which results in a positive Net Financial Impact;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(c) the public interest has been served by revealing that the contractor must pay Sydney Metro a percentage amount of the Net Financial Impact of such a Compensable Change in NSW Government Policy. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
141.	Clause 37.4A(c)	The information redacted is a dollar amount.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>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</p>	<p>Sydney Metro 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 if revealed would disclose the maximum dollar amount which the contractor would be liable to Sydney Metro for if a liability under clause 6 (<i>Interference Payments</i>) of Schedule 3 (<i>Sydney Trains interface</i>) is held to be valid, as a result of the contractor's act or omission;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing that the contractor will be liable to Sydney Metro as above. In light of the disclosure of this information there is an overriding public interest against the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	disclosure of the maximum dollar amount. Review: This information would be reviewed for disclosure as events and circumstances change.
142.	Clause 37.4A(d)(i)	The information redacted is a dollar amount.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information discloses the parties' cost structure or profit margins and would place the parties at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 141.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
143.	Clauses 38.1(h) – (j)	The information redacted is the entire sub-clause.	Section 32(1)(a) and definition (a), (b), and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and provide visibility on the contractor's cost structure and financial arrangements.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information if revealed would disclose project specific arrangements with regard to payment which the contractor is entitled to in relation to one of its insurance policy; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
144.	Clauses 40.1(c), 40.1(d), 40.1(e) and 42.1(a) – (c)	The information redacted is percentage figures, time periods and number of events.	<p>Section 32(1)(a) and paragraph (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a</p>	<p>Sydney Metro 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 thresholds for unacceptable availability and timeliness of Train Services and quality as measured by service failure points that, after the Date of Completion, will</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to potential contractors and reveals the contractor's intellectual property.</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>constitute a default event or a termination event;</p> <p>(b) with contracts of this nature it is common for a contractor to be inclined to only nominate thresholds as default or termination events if the likelihood of their occurrence is extremely low. Accordingly, the redacted information contains information relating to the contractor's views as to its capabilities together with information relating to the apportionment of risks between the contractor and Sydney Metro;</p> <p>(c) revealing the contractor's appetite for risk and its views on the likelihood of risks eventuating would place the contractor at a substantial commercial disadvantage in projects of a similar nature. The contractor would also be expected to be disadvantaged in negotiations with any third party it may wish to engage in relation to Train Services and quality. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of the availability, timeliness and quality requirements for Train Services and the consequences faced by the contractor if those requirements are not met. In light of the extent of those disclosures there is an overriding public interest against the disclosure of the precise figures and periods involved.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
145.	Clause 45.3(d)(iii)	The information redacted is the	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire sub-clause.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information reveals project specific arrangements with regard to reporting as part of each Delivery Phase Progress Report and Monthly Operations Performance Report on the occurrence or likely occurrence of a certain event; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
146.	Clause 49.9(a)	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial disadvantage in relation to potential</p>	<p>Sydney Metro 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 contains the percentage figure of the benefit of any gain that arises from a Refinancing that Sydney Metro will be entitled to;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitors and other contractors.</p> <p>Section 32(1)(d), item 4(b), (c) and (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>by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of this entitlement. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
147.	Clause 52.1A	The information redacted is a percentage figure.	<p>Section 32(1)(a) and definition (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>Sydney Metro 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 masked information sets out a percentage limit on votes required under the Shareholders Agreement in order to proceed with an Augmentation pursuant to Schedule 46 (<i>Augmentation</i>) of the OTS2 Project Deed;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to place similar restrictions on shareholder agreements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>interests; and</p> <p>(c) the public interest has been served by revealing the existence of a restriction on the amendment of the Shareholder Agreement. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figure involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
148.	Clause 58(c)(i)(E)	The information redacted is names and email addresses.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals.
149.	Execution page	The information redacted is the names and signatures of the signatories.	<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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.</p> <p>Sydney Metro 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>
150.	Schedule 1 – Condition	The information	Section 32(1)(a) and paragraph (e)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Precedent 10	redacted is the Condition Precedent, Benefiting Party, Condition Precedent Deadline Date and corresponding definition.	<p>of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted material relates to unique arrangements agreed between the parties relating to a condition precedent to Financial Close;</p> <p>(b) releasing the information is reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the arrangements, this consideration is outweighed by the concerns above.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
151.	Schedule 1 – Condition Precedent 11	The information redacted is the Condition Precedent, Benefiting Party and Condition Precedent Deadline Date.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to 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>Sydney Metro 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 material relates to unique arrangements agreed between the parties relating to a condition precedent to Financial Close;</p> <p>(b) releasing the information is reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the arrangements, this consideration is outweighed by the concerns above.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	Review: This information will be reviewed for disclosure as events and circumstances change.
152.	Schedule 2 – Clause 1 - definitions of Base Maximum Customer Satisfaction Payment & Patronage Growth Payment (BMP _y), Base Maximum Deduction for Service Quality and Asset Functionality (BMD _y) and Base Maximum Energy Consumption Incentive Payment (BMECIP _y)	The information redacted is dollar amounts.	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure and profit margins.</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>Sydney Metro 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 masked information sets out the base maximum payments with respect to customer satisfaction together with maximum base amounts for deductions based on service quality and asset functionality and other payments;</p> <p>(b) the redacted information reveals base amounts and deductions from payments to be made to the contractor and therefore provides insight into the contractor's financing structure. As a result, the redacted information provides lucidity on the contractor's risk appetite and the core commercial payment-risk structure ultimately absorbed by the contractor. The disclosure of the information in Schedule 2 would provide visibility on the amount and apportionment of financial and other risks assumed by the contractor. As a consequence this would reveal components of the contractor's cost structure and profit margins;</p> <p>(c) revealing the masked information would place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>the existence of the base amounts and the mechanism for determining payment to the contractor. Given the extent of those disclosures there is an overriding public interest against the disclosure of the precise amounts involved.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
153.	Schedule 2 – Clause 1 - definition of Base Operating Hours, Base Service Kilometres	The information redacted is numbers.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information sets out the base operating hours and service kilometres which in turn have flow on effects in determining the calculation of service level adjustment amounts which are to be paid in circumstances where Sydney Metro directs a service change;</p> <p>(b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with modifying the service. This would expose aspects of the contractor's cost structure and profit margin;</p> <p>(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a similar nature. Revealing price adjustments in response to changed service levels is also expected to prejudice the contractor in negotiations with any third parties in relation to the provision of those additional services. This will diminish the value of that information to the contractor and is expected to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(d) the public interest has been served by revealing the existence of a regime for instituting adjustments where Sydney Metro directs a Service Change. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
154.	Schedule 2 – Clause 1 - definition of Bedding In Factor	The information redacted is percentage figures and numbers.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>Sydney Metro 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 Bedding In Factor is a factor which is used to calculate Availability Deductions. The Availability Deductions in turn provide lucidity on the risks that the contractor was willing to price and assume in relation to the availability of services and goes to the core commercial payment-risk structure ultimately absorbed by the contractor. The redacted information informs the Bedding In Factor;</p> <p>(b) exposing the redacted information is expected to provide insight into the contractor's capabilities and its views on the likely price and risk associated with modifying the service. This would expose aspects of the contractor's cost structure and profit margin;</p> <p>(c) revealing the contractor's appetite for risk and capabilities would place the contractor at a substantial commercial disadvantage in projects of a</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>similar nature; and</p> <p>(d) the public interest has been served by revealing the existence and method for calculating the Availability Deductions together with setting out the regime available for the contractor to obtain relief from those deductions. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved in the Bedding In Factor.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
155.	Schedule 2 – Clause 1 - definition immediately after definition of Frequency Customer Delay Measure (and its use throughout Schedule 2)	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro 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 reveals details relating to the repayment of financiers and the calculation of the Indexed Availability Fee; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
156.	Schedule 2 – Clause 1 - definition of Headway Tolerance	The information redacted is a number.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out the number of minutes for the Headway Tolerance;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a Headway Tolerance. In light of this disclosure there is an overriding public interest against the disclosure of the precise number involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
157.	Schedule 2 – Clause 1 - definition of Major Service	The information redacted is time	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Disruption	periods and numbers.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>(a) the masked information sets out the time period threshold which will result in the occurrence of a Major Service Disruption;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a threshold time period for a Major Service Disruption. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
158.	Schedule 2 – Clause 1 - definition of Maximum Train Journey Time	The information redacted is time periods and numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro 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 masked information sets out the maximum required journey time for each Required Train Service for both the Phase 1 Operations Phase and the Full Operations Phase;</p> <p>(b) revealing this information is reasonably expected</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a Maximum Train Journey Time. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
159.	Schedule 2 – Clause 1 - definition of Missed Platform	The information redacted is a time period and number.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro 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 masked information sets out the minimum period of time required for the Train doors to be open to allow passengers to board and alight in the context of a Missed Platform. Failure to do so for this minimum period of time will result in a Missed Platform event;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of this minimum time period. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
160.	Schedule 2 – Clause 1 - definition of Missed Train Service	The information redacted is time periods and numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information sets out the time periods in the context of calculating a Misses Train Service;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the method of calculating Missed Train Services except for the specific time periods. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers figure involved.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	disclosure as events and circumstances change.
161.	Schedule 2 – Clause 1 - definition of Operating Hours	The information redacted is time periods and numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out the time periods prior to and after the first and last Required Train Service respectively which make up the Operating Hours;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the method of calculating the Operating Hours. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods and numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
162.	Schedule 2 – Clause 1 - definition of Platform Closure Weighting	The information redacted is percentage figures and numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table</p>	<p>Sydney Metro 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 masked information sets out the percentage</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>figures by which the Platform Closure Weighting is calculated;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the method of calculating the Platform Closure Weighting. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figures and numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
163.	Schedule 2 – Clause 1 - definition immediately after definition of Quality Assurance Program (and its use throughout Schedule 2)	The information redacted is the entire definition.	<p>Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may</p>	<p>Sydney Metro 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 reveals details relating to the repayment of financiers and the calculation of the Indexed Availability Fee; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
164.	Schedule 2 – Clause 1 - definition of Train Service Deduction	The information redacted is dollar amounts.	<p>Section 32(1)(a) and paragraph (b), (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information is a dollar figure which sets out the Availability Deduction per Missed Train Service for an Operating Month;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the Train Service Deduction, together with the formula to calculate the Availability Deduction for Missed Trains. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest</p>	
165.	Schedule 2 – Clause 1 - definition of Unacceptable Graffiti Items	The information redacted is a number.	<p>Section 32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information is the threshold measurement above which items of graffiti will be held to be Unacceptable Graffiti Items;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of items of graffiti which the parties have agreed will be unacceptable if over a certain size. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
166.	Schedule 2 - Clause 4.2	The information redacted is percentage figures.	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table</p>	<p>Sydney Metro 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 masked information is percentage figures</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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>which are used in the context of calculating the Availability Deduction for Missed Trains;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing how the Availability Deduction of Missed Trains is calculated without disclosing the percentage figures. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
167.	Schedule 2 – Clause 5.1 (c)	The information redacted is numbers and dollar amounts.	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro 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 masked information if disclosed would reveal certain figures, including dollar amounts which are used in the context of calculating Timeliness Deductions;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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 redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing how the Timeliness Deductions are calculated. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
168.	Schedule 2 – Clause 5.2	The information redacted is time periods.	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial</p>	<p>Sydney Metro 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 masked information if disclosed would reveal specific time periods which are used in calculating the Frequency Customer Delay Measure for the relevant day;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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>nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing how the Frequency Customer Delay Measure for the relevant day is calculated. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
169.	Schedule 2 – Clause 5.4	The information redacted is time periods.	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure</p>	<p>Sydney Metro 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 masked information if disclosed would reveal specific time periods which are used in calculating the Actual Headway in respect of the First and Last Train Services;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
170.	Schedule 2 – Clause 5.5(b)-(d)	The information redacted is time periods.	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-</p>	<p>Sydney Metro 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 masked information if disclosed would reveal specific time periods which are used in calculating the Actual Headway during periods of no service;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise time periods involved.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
171.	Schedule 2 - Clauses 6.2	The information redacted is a percentage figure.	<p>Section 32(1)(a) and definition (b), (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro 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 masked information if disclosed would reveal the percentage figure which is used in calculating the Weighted Service Quality Deduction Percentage;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
172.	Schedule 2 – Clause 6.3	The information redacted is percentage figures.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information if disclosed would reveal the Service Quality KPI Weightings;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the list of Service Quality KPIs. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage weightings involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
173.	Schedule 2 - Clauses 7.2	The information redacted is a	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		percentage figure.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>(a) the masked information is a percentage figure which is used in the context of determining the Asset Functionality Deduction for the Operating Quarter;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a calculation for the Asset Functionality Deduction for the Operating Quarter without revealing the percentage figure. In light of this disclosure there is an overriding public interest against the disclosure of the precise figure involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
174.	Schedule 2 – Clause 7.3	The information redacted is percentage figures.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro 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 masked information if disclosed would reveal the Asset Functionality KPI Weightings;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the list of Asset Functionality KPIs. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage weightings involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
175.	Schedule 2 – Clause 10B	The information redacted is dollar amounts.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to 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>Sydney Metro 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 masked information if disclosed would reveal dollar amounts in the calculation of the Completion Payment;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the mechanism for calculating the Completion</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>Payment. In light of this disclosure there is an overriding public interest against the disclosure of the specific dollar amounts involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
176.	Schedule 2 – Clause 11.3 (a)	The information redacted is numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information if revealed would disclose would reveal the set of minimum and maximum Contract Service Level Requirements in the context of Long Term Service Changes;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the set of Contract Service Level Requirements. In light of this disclosure there is an overriding public interest against the disclosure of the precise figures involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
177.	Schedule 2 – Clause 15	The information	Section 32(1)(a) and paragraph (e)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is percentage figures.	<p>of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the masked information if disclosed would reveal specific time periods which are used in the context of calculating Availability Deductions and Timeliness Deductions for each day on which a Planned Service Disruption occurs;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing how the calculation is arrived at. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage figures involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
178.	Schedule 2 – Annexure A – Clauses 2.1, 2.2 and 2.3	The information redacted is numbers, percentage figures and time periods.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro 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 reveals the Platform Weightings, Train Weightings and Day Weightings during the Phase 1 Operations Phase and Full Operations Phase (as applicable); and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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 redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
179.	Schedule 2 – Annexure A – Clause 3	The information redacted is numbers and time periods.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-</p>	<p>Sydney Metro 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 masked information is numbers in a table titled matrix of origin destination pairs for the Phase 1 Operations Phase; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>disclosure as events and circumstances change.</p>
180.	Schedule 2 – Annexure A – Clauses 4(a) and 4A	The information redacted is numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information if disclosed would reveal the Daily and Monthly CDM Tolerances for the Phase 1 Operations Phase and the Full Operations Phase;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of Daily and Monthly CDM Tolerances for the Phase 1 Operations Phase and the Full Operations Phase. In light of this disclosure there is an overriding public interest against the disclosure of the precise numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	
181.	Schedule 2 – Annexure A – Clause 5	The information redacted is numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 if disclosed would reveal details in respect of various service periods for the Phase 1 Operations Phase and the Full Operations Phase including departure times, maximum headway at Stations and number of required Services; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
182.	Schedule 3 – Clause 3.6(b)	The information redacted is a name and email address.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of an individual.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
183.	Schedule 3 – Clause 6(a)	The information redacted is a dollar amount.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to 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>Sydney Metro 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 contains a masked dollar figure which reveals the amount the contractor will incur to Sydney Metro for certain interference payments as a result of an act or omission of the contractor;</p> <p>(b) revealing the dollar figure is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position when arranging the work required to rectify the final defect. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of this contractor liability to Sydney Metro. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
184.	Schedule 3 – Annexure A	The information redacted is dollar	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		amounts.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to 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>overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information contains masked dollar figures which reveal the amount the contractor will incur to Sydney Metro for late hand back of a Track Possession for certain time periods elapsing;</p> <p>(b) revealing the dollar figure is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position when arranging the work required to rectify the final defect. Revealing this information will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of this contractor liability to Sydney Metro. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amounts involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
185.	Schedule 3A	The information redacted is the entire schedule.	<p>Section 32(1)(d), item 4(b), (c) and (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</p>	<p>Sydney Metro 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 if revealed would disclose specific intergovernmental interface arrangements;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) revealing the redacted information would provide insight into ongoing arrangements negotiated between those agencies and would therefore be expected to prejudice the effect of such arrangements and the continuing obligations which arise therefrom; and</p> <p>(c) while there is a public interest in revealing the relevant information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
186.	Schedule 5 – Appendix A	The information redacted is an Appendix to the Schedule.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro 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 if disclosed would reveal confidential correspondence and details in respect of work strategy and protocols; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
187.	Schedule 5 – Appendix B	The information redacted is names.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals.
188.	Schedule 7	The information redacted is the names of the key personnel.	<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>	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals.
189.	Schedule 9 – Clause 1 – definition immediately after definition of Adjacent Land (and its use throughout Schedule 9)	The information redacted is the entire definition.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage</p>	<p>Sydney Metro 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 masked information sets out the definition for determining the sharing of revenue from commercial opportunities between Sydney Metro and the contractor; and</p> <p>(b) revealing the mechanism is reasonably expected</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>in relation to potential contractors and provide visibility on the contractor's profit margins.</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 have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position by providing insight into the commercial revenue risk appetite of the contractor's investor and reveal the revenue to be received by the contractor from commercial opportunities.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
190.	Schedule 9 – Clauses 6.3(a) and 6.3(c)	The information redacted is a percentage figure and words.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>Sydney Metro 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 masked information in clause 6.3(a) sets out the mechanism for determining the annual amount that Sydney Metro will be entitled to be paid as part of the revenue sharing from commercial opportunities and the masked information in clause 6.3(c) determines the amount in each Operating Year which Sydney Metro will be entitled to be paid if the Northwest Advertising Contractors are novated in accordance with the OTS Project Deed; and</p> <p>(b) of the reasons set out in paragraph (b) of Item 189.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>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>	
191.	Schedule 10	The information redacted is dates.	<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>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out the dates for the Milestone Dates for Completion;</p> <p>(b) exposing the redacted information would reveal the risk that the contractor priced and accepted in relation to the relevant dates for completion of Milestones. Exposing this information may provide insight into the contractor's views on its potential capabilities and the likelihood of delays to the project; and</p> <p>(c) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
192.	Schedule 18	The information redacted is the entire schedule.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
193.	Schedule 24 – Clause 1.1	The information redacted is the dollar amounts.	<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</p>	<p>Sydney Metro 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 masked information sets out the fees per month for the Modifications personnel, namely the contractor's modifications manager and the</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>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Integrator's modifications manager;</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 disclosing the existence of such fees for the Modifications personnel.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
194.	Schedule 24 – Clauses 2.2(b), 2.2(c), 2.3(b), 2.3(c). 2.4(b) – (d) and 3	The information redacted is words and formulae including percentage figures.	<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>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's</p>	<p>Sydney Metro 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 masked information sets out formulae (including percentage figures) used in calculating Modification KPIs;</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,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the KPI regime. In light of this disclosure there is an overriding public interest against the disclosure of the calculations and percentage figures.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
195.	Schedule 25	The information redacted is the entire Schedule.	<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>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 if disclosed would reveal the Collaboration Payments Schedule which includes descriptions of the relevant events and collaboration payment amounts which the contractor is entitled to receive; and</p> <p>(b) revealing the redacted information in this schedule is reasonably expected to have adverse impacts on the contractor's ability to negotiate with other parties. In particular, revealing this information is expected to prejudice the contractor's negotiating position by providing insight into the risk appetite of the contractor and reveal the revenue to be received by the contractor from the various collaboration events.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
196.	Schedule 27 – clauses	The information	Section 32(1)(d) (items 4(b), 4(c),	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	2(a), 2(aa), 3.1 and 3.2	redacted is tables.	<p>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>Section 32(1)(d), item 1(f) of the table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the masked information sets out the rates applying to the Delivery Phase and Operations Phase; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
197.	Schedule 29 – Clause 1(a)(vi)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 9.</p> <p>Review: This information will 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>contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
198.	Schedule 29 – Clause 1A – definition of Base Delivery Costs	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 9.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
199.	Schedule 29 – Clause 1A - definition immediately after definition of Financing Costs	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out the mechanism and relevant costs for calculating the Integrator's reduction costs for Phase 2 of the Project; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
200.	Schedule 29 – Clause 1A- definition of Material	The information redacted is words, a	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Subcontractor	percentage figure and a dollar amount.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure because:</p> <p>(a) the masked information sets out the threshold Net Base Cost amounts to determine whether a subcontractor is a Material Subcontractor as well as project specific arrangements negotiated with one of the sub-contractors;</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 mechanism for assessing whether a particular contractor is a Material Subcontractor. In light of this disclosure there is an overriding public interest against the disclosure of the specific figures.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
201.	Schedule 29 – Clause 1A- definition immediately after definition of O&M Subcontract	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or</p>	<p>Sydney Metro 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 masked information sets out the mechanism and details of the relevant amounts for the purposes of calculating the breakage costs of the O&M</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Contractor; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
202.	Schedule 29 – Clause 1A- second definition after definition of O&M Subcontract	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information</p>	<p>Sydney Metro 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 masked information sets out the mechanism for calculating a fee entitlement of the Integrator; 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,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>could also 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>commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
203.	Schedule 29 – Clause 1A- the four definitions immediately before definition of Phase 2 Works NFI Event	The information redacted is the entire definition.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information if revealed would disclose project specific arrangements in respect of the calculation of Phase 2 reduction amounts and associated relevant events; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
204.	Schedule 29 – Clauses 2(b) and 2(c)	The information redacted is the entire sub-clauses.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out project specific arrangements in respect of the method of calculating the Net Financial Impact of certain events;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of methods for calculating the Net Financial Impact of certain events without disclosing the events in question. In light of this disclosure there is an overriding public interest against the disclosure of the information involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
205.	Schedule 29 – Clause 3.2(b)	The information redacted is words.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 9.

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
206.	Schedule 29 – Clauses 3.5(b), 3.5(ba), 3.5(c), 3.5(d) and 3.5(e)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and</p>	<p>Sydney Metro 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 reveals the entitlement of the contractor to apply relevant profit margins together with the method used by the contractor to structure costs. Revealing this information is reasonably expected to prejudice the contractor in future contracts of a similar nature. Accordingly, revealing the masked information is expected to diminish the value of the information to the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractor and prejudice its business, commercial and financial interests; and</p> <p>(b) the public interest has been served by revealing the existence and nature of the mechanism for determining the contractor's entitlement to amounts on account of profit or offsite overheads. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise mechanism used to determine those amounts.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
207.	Schedule 29 – Clauses 3.5A(a)(ii), 3.5(b)(i), 3.5A(b)(ii)(A)	The information redacted is percentage figures in a table and dollar amounts.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro 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 masked information sets out percentages and dollar figures which are used in the context of calculating the relevant Preliminaries Elements for the Net Financial Impact of an NFI Event;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of methods for calculating the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Preliminaries Elements of the Net Financial Impact of an NFI Event. In light of this disclosure there is an overriding public interest against the disclosure of the precise numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
208.	Schedule 29 – Clause 3.5A(c)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 9.</p> <p>Review: This information will 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
209.	Schedule 29 – Clause 3.7(b)(ii)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 contains the percentage figure on cost which will be included in the Net Financial Impact of an NFI Event where any different conditions on any insurance are required as a result of the NFI Event;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the fact that this additional cost will be included. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
210.	Schedule 29 – Clause 3.7A	The information redacted is a percentage figure.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table</p>	<p>Sydney Metro 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 contains the percentage figure per annum which will be charged on the additional cost of a bank guarantee and included in</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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 Net Financial Impact of an NFI Event where a new guarantee is required to be raised by the contractor for a Modification and due to the NFI Event, the duration of an existing guarantee is extended by greater than an aggregate of 1 month;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the fact that this additional cost will be included. In light of the disclosure of this information there is an overriding public interest against the disclosure of the percentage figure.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
211.	Schedule 29 – Clause 3.8A	The information redacted is the entire clause.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and</p>	<p>Sydney Metro 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 reveals the financing components and equity components in respect of calculating the Net Financial Impact of a Compensation Event; and</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
212.	Schedule 29 – Clause 3.10(a)	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 9.</p> <p>Review: This information will 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>	
213.	Schedule 29 – Clause 3.10(ba)	The information redacted is the entire sub-clause.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 reveals project specific arrangements with respect to providing a breakdown of the relevant NFI Event costs and the calculation and assumptions which are to apply; and</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
214.	Schedule 29 – Clause 5.2,	The information	Section 32(1)(a) and paragraphs (a)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	5.3(c) and 5.3(d)	redacted is percentage figures and dollar amounts.	<p>and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) the redacted information reveals the percentage figure of any Net Financial Impact which Sydney Metro will be liable for in respect of the following Compensation Events:</p> <ul style="list-style-type: none"> (i) Project Specific Change in Law; (ii) Project Specific Change in NSW Government Policy; (iii) Change in Disability Law; (iv) Change in Environmental Law; (v) Change in Rail Safety Law; or (vi) General Change in Law or NSW Government Policy; and <p>(b) exposing the redacted material may create an expectation in the market that the parties may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
215.	Schedule 29 – Clauses 7 - 10	The information redacted is the entire clauses.	Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information because:</p> <p>(a) the masked information sets out the mechanisms and relevant formulae for calculating the payment of the Phase 2 Delivery Phase and Operations Phase reduction amounts; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
216.	Schedule 29 – Annexure A, B, C and F	The information redacted is entire Annexures.	<p>Section 32(1)(a) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage</p>	<p>Sydney Metro 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 masked information in the annexures sets out the template NFI breakdown schedule as well as the margin percentages applicable to NFI Events, examples of the calculation of financing components and equity components and a table of resourcing for one of the Significant Contractors; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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 place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
217.	Schedule 30 – Election Dates	The information redacted is the Election Dates.	<p>Section 32(1)(a) and definition (a) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>(a) under the OTS2 Project Deed, Sydney Metro may at any time prior to the relevant Election Date, in its absolute discretion and without being under any obligation to do so, direct the contractor to implement any Pre-Agreed Option;</p> <p>(b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the evaluation of the contractor's offer. Revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements; and</p> <p>(d) the public interest has been served by revealing the description, effective date and nature of adjustments in the event that Sydney Metro exercises a pre-agreed option. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
218.	Schedule 30 – Sections 1 and 2 – 'Adjustment to Schedule 2'	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of</p>	<p>Sydney Metro 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 masked information sets out project specific arrangements with regard to amendments to Schedule 2 (<i>Service Payment Calculation</i>) in the event of Pre-Agreed Options 1 and 2; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure as events and circumstances change.</p>
219.	Schedule 30 – Annexures A and B – Maximum Headway (minutes)	The information redacted is numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 156.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
220.	Schedule 30A – Part A –	The information	Section 32(1)(a) and definition (a)	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Option 1 – Item 3	redacted is the Election Date.	<p>and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also 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>considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 217.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
221.	Schedule 30A – Part A – Option 1 – Item 11	The information redacted is dates and percentage figures.	<p>Section 32(1)(a) and section 32(1)(d) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a</p>	<p>Sydney Metro 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 if disclosed would reveal the dates for achievement of payment milestones and the relevant percentage figures for payment of Train amounts;</p> <p>(b) the redacted information discloses aspects of the</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>contractor's differentiators which were fundamental to the evaluation of the contractor's offer. Revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements; and</p> <p>(d) the public interest has been served by revealing the existence of payment milestones. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
222.	Schedule 30A – Part A – Option 1 – Item 17(g)	The information redacted is a percentage figure.	<p>Section 32(1)(a) and section 32(1)(d) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p>	<p>Sydney Metro 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 masked information if disclosed would reveal the percentage figure cap for liquidated damages in respect of Option 1 Trains;</p> <p>(b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the evaluation of the contractor's offer. Revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the masked information is also expected to provide lucidity on unique project specific financing arrangements; and</p> <p>(d) the public interest has been served by revealing the existence of the cap. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
223.	Schedule 30A – Appendix 1	The information redacted is the dates for acceptance and the rates of liquidated damages.	<p>Section 32(1)(a) and section 32(1)(d) and paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to other contractors and reveal the contractor's financing arrangements.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice</p>	<p>Sydney Metro 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 masked information if disclosed would reveal the dates for acceptance of batches of Option 1 Trains and the rates of liquidated damages that are to apply per day;</p> <p>(b) the redacted information discloses aspects of the contractor's differentiators which were fundamental to the evaluation of the contractor's offer. Revealing this information is expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the masked information is also expected to provide lucidity on unique project</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>specific financing arrangements; and</p> <p>(d) the public interest has been served by revealing the existence of the cap. In light of the disclosure of this information there is an overriding public interest against the disclosure of the redacted material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
224.	Schedule 30A – Appendix 2	The information redacted is the entire Appendix.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information sets out the mechanisms and relevant formulae for calculating the price for Option 1 Trains as well as the mechanisms for adjusting the price based on the occurrence of certain events; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
225.	Schedule 30A – Appendix 5 – Clauses 1 - 3 - definition of Base Service Kilometres	The information redacted is numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out the Base Service Kilometres per annum for the Phase 1 Operations Phase and Full Operations Phase for the Batch 1, Batch 2 and Batch 3 of the Option 1 Trains;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a method of calculating the Base Service Kilometres for the batches of Option 1 Trains. In light of this disclosure there is an overriding public interest against the disclosure of the precise numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
226.	Schedule 30A – Appendix 5 – Service Change	The information redacted is time	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	Limitations tables, Service Periods tables and Train Weighting tables	periods and numbers.	<p>confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>(a) the masked information sets out certain train service requirements which included minimum and maximum numbers of trains for the Phase 1 Operations Phase and Full Operations Phase, as well as maximum headway at Stations and the number of required services;</p> <p>(b) exposing the redacted material may create an expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature and prejudice the parties' negotiating position in future procurements. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of these service period requirements without revealing the precise numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
227.	Schedule 30A – Appendix 6 – Option Spares	The information redacted is numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or</p>	<p>Sydney Metro 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 masked information sets out quantities of spare items required in a table of Option Spares;</p> <p>(b) exposing the redacted material may create an</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>expectation in the market that the contractor may agree to similar arrangements. Revealing this information is reasonably expected to place the contractor at a substantial commercial disadvantage in projects of a similar nature and prejudice the parties' negotiating position in future procurements. This is expected to prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the spare items required without revealing the precise numbers involved.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
228.	Schedule 31 – Clause 1 - definition immediately before definition of Adjusted Post Termination Service Payment	The information redacted is the entire definition.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit</p>	<p>Sydney Metro 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 masked information sets out a factor to be taken into account in calculating the Termination Payment for voluntary termination by Sydney Metro, termination for principal termination event or in connection with augmentations; 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</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
229.	Schedule 31 – Clause 1 - definition immediately after definition of Fair Value (and its use throughout Schedule 31)	The information redacted is the entire definition.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro 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 masked information sets out a factor in calculating the Termination Payment if the OTS2 Project Deed is terminated under certain circumstances. The Termination Payment is an amount payable by Sydney Metro to the contractor under the OTS2 Project Deed;</p> <p>(b) revealing the redacted information would disclose the apportionment of risks between the parties with respect to force majeure events and therefore provide insight into the contractor's cost structure, equity return and profit margin;</p> <p>(c) revealing the contractor's appetite for risk with respect to termination would place the contractor at a substantial commercial disadvantage in projects of a similar nature and in negotiations with third parties</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and subcontractors, particularly in relation to termination. This is expected to reduce the value of that information to the contractor and prejudice its business, commercial and financial interests; and</p> <p>(d) the public interest has been served by revealing the formula for determining the Termination Payment. Given the extent of that disclosure there is an overriding public interest against the disclosure of the redacted information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
230.	Schedule 31 – Clause 1 - definition immediately after definition of Senior Debt Interest Rate (and its use throughout Schedule 31)	The information redacted is the entire definition.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 229.</p> <p>Review: This information will 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>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>	
231.	Schedule 31 – Clause 4	The information redacted is words.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro 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 masked information sets out a factor to be taken into account in calculating the Termination Payment for voluntary termination by Sydney Metro, termination for principal termination event or in connection with augmentations; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
232.	Schedule 31 – Clause 5	The information redacted is words.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out a factor to be taken into account in calculating the Termination Payment in the event of termination for force majeure or uninsurable risks; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
233.	Schedule 32 – columns 2 and 3	The information redacted is words and dollar amounts.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractors cost structure and profit margins.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information contains dollar amounts and words which relate to various categories of insurance that the contractor is required to effect and the quantum of minimum sums to be insured and maximum deductibles;</p> <p>(b) revealing the quantum of insurance would provide insight into the premiums required to be paid by the contractor. These premiums represent a cost in performing the contractor's obligations under the OTS2 Project Deed and thereby reveal components of the contractor's cost structure;</p> <p>(c) the quantity of the insurance that Sydney Metro requires the contractor to effect may be taken as an indication of the risks levels involved when contracting with the contractor. This may have signalling effects to the market, provide insight into the contractor's financial arrangements and may also prejudice the business, commercial and financial interests of the contractor; and</p> <p>(d) revealing this information will therefore diminish the competitive commercial value of that information to the contractor and is expected to prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
234.	Schedule 33	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>Sydney Metro 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 masked information if revealed would disclose the agreed commercially sensitive information schedule; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
235.	Schedule 36	The information redacted is words and a diagram.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's</p>	<p>Sydney Metro 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 masked information if disclosed would reveal the group structure of an entity associated with the contractor and by which the contractor has raised equity;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to the contractor and thereby prejudice its business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the arrangements implemented in relation to equity, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
236.	Schedule 39	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose another contractor's intellectual property in which that contractor has an interest and place that contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p>	<p>Sydney Metro 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 information if disclosed would reveal another contractor's intellectual property as regards the operation and maintenance of a project asset;</p> <p>(b) releasing that information is therefore reasonably expected to diminish the competitive commercial value of the arrangement to that contractor(s) and thereby prejudice its business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the relevant information, this consideration is</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
237.	Schedule 43	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	
238.	Schedule 43A	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
239.	Schedule 43C	The information redacted is the entire Schedule.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1,	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>information for the reasons set out in Item 2.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
240.	Schedule 43D	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
241.	Schedule 43E	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>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>	
242.	Schedule 44	The information redacted is a table.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information is a table which sets out variations in fleet size, additional trains required and line capacity under various headway scenarios; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
243.	Schedule 46 – Clause 2.1 - definition immediately after definition of Augmentation Consultation Group (and its use throughout Schedule 46)	The information redacted is the entire definition.	<p>Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</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>Sydney Metro 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 masked information relates to the allocation of risks between Sydney Metro and the contractor regarding Augmentation. Exposing the redacted material would reveal the apportionment of risks assumed by the contractor and therefore the level of risk that the contractor was prepared to price and accept. This in turn is reasonably expected to provide visibility on the contractor's profit margins;</p> <p>(b) revealing the contractor's appetite for risk (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage with respect to competitors and subcontractors and in future bids of a similar nature. This is expected to diminish the value of this information to the contractor and prejudice its legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a mechanism with respect to the commercial structure of the Augmentation. In light of this disclosure there is an overriding public interest against the disclosure of the masked material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
244.	Schedule 46 – Clause 10.1(c)	The information redacted is the	Section 32(1)(a) and definition (b) and (e) of "commercial-in-confidence	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire sub-clause.	<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information for the reasons set out in Item 243.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>
245.	Schedule 46 – Clause 10.3	The information redacted is the entire clause.	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the</p>	<p>Sydney Metro 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 masked information sets out the process that must be complied with if Sydney Metro initiates discussions with the contractor with respect to the proposed Augmentation, including processes with respect to consent, pricing and financing;</p> <p>(b) revealing the contractor's appetite for risk (or the combination of this information with other</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractor's profit margins.</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>information that is not included) would place the contractor at a substantial commercial disadvantage with respect to competitors and subcontractors and in future bids of a similar nature. This is expected to diminish the value of this information to the contractor and prejudice its legitimate business, commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a mechanism with respect to the commercial structure of the Augmentation. In light of this disclosure there is an overriding public interest against the disclosure of the masked material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
246.	Schedule 46 – Appendix 2 – Clause 1.3	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 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</p>	<p>Sydney Metro 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 masked information in the Augmentation pricing framework appendix to Schedule 46 reveals the percentage margin on cost which the O&M Contractor may charge for the O&M Services for profit and off-site overheads;</p> <p>(b) revealing the contractor's appetite for risk (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage with respect to competitors and subcontractors and in future bids of a similar nature. This is expected to diminish the value of this information to the contractor and prejudice its legitimate business,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of a mechanism with respect to the commercial structure of the Augmentation. In light of this disclosure there is an overriding public interest against the disclosure of the masked material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
247.	Schedule 46 – Appendix 2 – Clause 1.4	The information redacted is percentage figures.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 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>Sydney Metro 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 masked information in the Augmentation pricing framework appendix to Schedule 46 reveals the percentage rates in respect of the amount charged by the Integrator on account of margin, preliminaries, overheads and risk for the Non-Contestable Components comprising Trains and CBTC, as well as a reference rate which Sydney Metro may use if a party other than the Integrator is proposed to undertake the integrator role for such an Augmentation;</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,</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>commercial or financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of such a mechanism with respect to the commercial structure of the Augmentation. In light of this disclosure there is an overriding public interest against the disclosure of the masked material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
248.	Schedule 46 – Appendix 2 – Clause 4.2(f)	The information redacted is a percentage figure.	<p>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information would reveal the contractor's cost structure or profit margins and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), item 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>Sydney Metro 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 masked information in the Augmentation pricing framework appendix to Schedule 46 reveals the percentage rate on costs incurred in connection with the project management fee which the contractor will be entitled to charge;</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 existence of such a mechanism with respect to the commercial structure of the Augmentation. In</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>light of this disclosure there is an overriding public interest against the disclosure of the masked material.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
249.	Schedule 46 – Appendix 3 – Annexures A–D (including the table at page 54)	The information redacted is the entire annexures.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information in Annexures A – D sets out the mechanisms and details of the supply of Trains / Rolling Stock, supply of signalling and Train Control Systems, Augmentation O&M target price and Integrator pricing principles; and</p> <p>(b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
250.	Schedule 47 – Parts A - L	The information	Section 32(1)(d), item 3(a) of the	Sydney Metro weighed the competing public interest

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		redacted is names and email addresses.	<p>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>considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals.</p>
251.	Schedule 50	The information redacted is the entire Schedule.	<p>Section 32(1)(a) and definition (a), (b) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4(d) of the Table to section 14</p> <p>The disclosure of this information would place the contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's cost structure and profit margins.</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>Sydney Metro 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 the Phase 2 Construction Payments schedule;</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 existence of a schedule of Phase 2 Construction Payments. In light of this disclosure there is an overriding public interest against the disclosure of the redacted information.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
252.	Exhibit 1 – Part A – clause 7.6.1	The information redacted is time periods.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 if disclosed would reveal project specific arrangements with regard to OpCo2's obligations in responding to incidents and emergencies;</p> <p>(b) revealing the information could also have potential public safety and security implications as the specific time periods would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and</p> <p>(c) the public interest has been served by revealing the mechanics of the regime with regard to the management of unplanned events.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
253.	Exhibit 1 – Part A – clause 8.12	The information redacted is words.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 2.</p> <p>Review: This information will 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>disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>	
254.	Exhibit 1 – Part A – Appendix 2	The information redacted are construction site drawings.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>Sydney Metro 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 if revealed would disclose the construction site drawings;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the information could also have potential public safety and security implications as the specific construction sites would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack;</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>and</p> <p>(d) the public interest has been served by revealing the existence of the construction site drawings.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
255.	Exhibit 1 – Part A – Appendix 3	The information redacted is the entire appendix.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 if revealed would disclose details with regard to the make-up of the project's licensed maintenance area;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the information could also have potential public safety and security implications as the specific locations would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and</p> <p>(d) the public interest has been served by revealing the existence of the licenced maintenance area.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
256.	Exhibit 1 – Part A – Appendix 7 – clauses 2.1(a)(i), 4.1(b)(i) and 4.2(a)(ii) & (b)(iv)	The information redacted is numbers and words.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>32(1)(d), paragraph (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 in the exhibit contains information relating to the site facilities;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests;</p> <p>(c) revealing the information could also have potential public safety and security implications as information on the specific site facilities would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and</p> <p>(d) the public interest has been served by revealing the existence of the arrangements regarding site facilities.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
257.	Exhibit 1 – Part A – Appendix 20 – clauses 2.10.9(b) and 2.10.10	The information redacted is numbers and words.	<p>Section 32(1)(d) and items 1(f) and 2(e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's</p>	<p>Sydney Metro 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 masked information sets out information</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>relating to fire ratings, fire loads and fire compartmentalisation of the rolling stock;</p> <p>(b) the redacted material includes information, the disclosure of which may expose security vulnerabilities in the Sydney Metro. Revealing the masked information is therefore expected to endanger the security of, and prejudice the system developed for protecting the Sydney Metro, including protection against attack;</p> <p>(c) Section 38B of the Transport Administration Act 1988 sets out Sydney Metro's functions. Revealing the masked information is reasonably expected to increase the vulnerability of the Sydney Metro and is expected to prejudice the effective exercise by Sydney Metro of these functions; and</p> <p>(d) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
258.	Exhibit 1 – Part A – Appendix 26A – Attachment A	The information redacted is the entire Attachment A to the appendix.	<p>Item 2(f) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro 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 information if disclosed would reveal network access arrangements between Sydney Metro and Sydney Trains;</p> <p>(b) revealing the redacted information would provide insight into ongoing intergovernmental arrangements negotiated between those agencies and would</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>therefore be expected to prejudice the effect of such arrangements and the continuing obligations which arise therefrom; and</p> <p>(c) while there is a public interest in revealing the relevant information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
259.	Exhibit 1 – Part A – Appendix 27 – clauses 2.5.3(b), 2.6 and 2.11(a)-(e)	The information redacted is words and time periods.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 if disclosed would reveal project specific arrangements with regard to the Central Control System, including access and performance of the system and its response to incidents and emergencies;</p> <p>(b) revealing the information could also have potential public safety and security implications as the specific time periods and details relating to access and performance of the Central Control System would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and</p> <p>(c) the public interest has been served by revealing the mechanics of the regime with regard to the Central Control System.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
260.	Exhibit 1 – Part A – Appendix 28 – clauses 2.2(b)(xii)-(xiv) & (xvii)-(xviii) and 2.3(a)(x)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 signalling and train control systems requirements including for certain key automatic train protection functions and interfaces and key automatic train operation functions; and</p> <p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
261.	Exhibit 1 – Part A – Appendix 32 – clauses 2.1.3(a)-(b), 2.14(h) & (j)(i)-(iv), 2.15(d)-(j), 2.18(b)(i)-(v) and 2.18A(b)(i)-(iii)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out the security requirements for the communications systems, the CCTV system, the electronic access control systems and the intrusion detection systems; and</p> <p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
262.	Exhibit 1 – Part A – Appendix 33	The information redacted is the	Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		entire Appendix with the exception of the cover page.	<p>provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>(a) the Appendix sets out the scope and performance requirements for the electronic ticketing system;</p> <p>(b) Sydney Metro and the contractor has made significant investment into the development and refinement of the information in the Appendix. The Appendix therefore contains the party's intellectual property. The parties may benefit from using their intellectual property in the future including to obtain a commercial advantage. As a result, exposing the information in the Appendix is reasonably expected to prevent the parties from using their competitive advantage, diminish the competitive commercial value of the information to the parties and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) while there is a public interest in revealing the material in the Appendix, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
263.	Exhibit 1 – Part A – Appendix 34 – clauses 2.8.1(a), 2.8.2(a)(iii)(A)-(C) and 2.8.3(a)(ii)(A)-(E)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is</p>	<p>Sydney Metro 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 masked information sets out information relating to the number of trains in a ventilation section, train locations during emergencies and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>design congestion scenarios; and</p> <p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
264.	Exhibit 1 – Part A – Appendix 36 – clauses 2.2, 2.3(b)(i) and 2.8(a)	The information redacted is words and time periods.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out information relating to redundancy concerning voltage distribution and requirements for uninterruptable power supply; and</p> <p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
265.	Exhibit 1 – Part A – Appendix 42 – clauses 2.2.3(d), 2.3(e) & (h), 2.4(i), 2.6(c)-(e) and 2.7(a)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any</p>	<p>Sydney Metro 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 masked information relates to obstruction detection for the platform screen door system, features of the emergency escape doors, end walkway doors, local control panels and power supply requirements; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
266.	Exhibit 1 – Part A – Appendix 43 – clause 2.4(r)(i)(A)-(B) and (y)	The information redacted is numbers.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information relates to fire and life safety provisions relating to fire size and fire heat release rates for the assessment of fire scenarios; and</p> <p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
267.	Exhibit 1 – Part A – Appendix 45 – clauses 2(b)-(c), 3.1.2.(a)(i), 3.1.3.(a)(i), 3.2(a)(i)(B), 3.2(a)(ii)(B), 3.2(b)(iii), 4.1(a), 4.1A(a)(i)-(ii), 4.2(a)-(b), 4.4.1.(a), 4.5.2(a), 4.7(g), 4.8(b)(i)-(iii), 4.8(e)	The information redacted is words, numbers and time periods.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other</p>	<p>Sydney Metro 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 reveals project specific requirements with regard to design capacity, design train journey times, maximum headways and system capacity and performance; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors or potential contractors.</p> <p>The disclosure of this information could also 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 information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
268.	Exhibit 1 – Part A – Appendix 46 – clauses 2.1(b)(ii), 3.2.5(f)	The information redacted is words and a percentage figure.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 if disclosed would reveal project specific arrangements with regard to train staffing and incident response training exercises;</p> <p>(b) revealing the information could also have potential public safety and security implications as the specific time periods would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and</p> <p>(c) the public interest has been served by revealing the mechanics of the regime with regard to the train staffing and training exercises.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
269.	Exhibit 1 – Part A – Appendix 55 – clause 4.1(c)	The information redacted is numbers in a table.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the table in section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information is numbers in Table 1 which would reveal the minimum safety integrity level targets for identified Sydney Metro subsystems; and</p> <p>(b) of the reasons set out in Item 257(b) to 257(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
270.	Exhibit 1 – Part A – Appendix 56 – clauses 3.4(e), 4.2A(b), 4.3(c), 4.4(b)-(c), 4.5(aa),(c)-(e), 5.2A(b), 5.3(c), 5.4(b)-(c), 5.5(aa), (c)-(e) and Attachment A	The information redacted is words, numbers, percentage figures and time periods.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a</p>	<p>Sydney Metro 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 reveals project specific details with regard to the specific performance tests as agreed with the contractor with respect to Sydney Metro Northwest and City and Southwest; and</p> <p>(b) revealing the redacted information would provide insight into and commercial arrangements as negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure as events and circumstances change.</p>
271.	Exhibit 1 – Part A – Appendix 60 – clauses 1.2(b), 2.2(d) & (f), 2.3(b) & (d)	The information redacted is words and numbers.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 reveals project specific details with regard to future extensions; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
272.	Exhibit 1 – Part A – Appendix 67	The information redacted is the entire appendix.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 in the exhibit contains information relating to project plans; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
273.	Exhibit 1 – Part B – Appendix 20 – clauses 2.10.9 and 2.10.10	The information redacted is numbers and words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p>	<p>Sydney Metro 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 masked information sets out information relating to fire ratings, fire loads and fire</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle. There is an overriding public interest against disclosure.</p>	<p>compartmentalisation of the rolling stock;</p> <p>(b) the redacted material includes information, the disclosure of which may expose security vulnerabilities in the Sydney Metro Northwest. Revealing the masked information is therefore expected to endanger the security of, and prejudice the system developed for protecting the Sydney Metro Northwest, including protection against attack;</p> <p>(c) Section 38B of the Transport Administration Act 1988 sets out Sydney Metro's functions. Revealing the masked information is reasonably expected to increase the vulnerability of the Sydney Metro Northwest and is expected to prejudice the effective exercise by Sydney Metro of these function; and</p> <p>(d) while there is a public interest in revealing the redacted information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change</p>
274.	Exhibit 1 – Part B - Appendix 28 - clauses 2.2(xii)-(xiv) & (xvii)-(xviii) and 2.3(a)(x)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any</p>	<p>Sydney Metro 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 includes the requirements for the signalling and train control system to include certain key Automatic Train Protection functions and interfaces. The redacted material also includes certain Automatic Train Operation functions that the signalling and train control system must include; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
275.	Exhibit 1 – Part B - Appendix 32 - clauses 2.1.3(a)-(b), 2.14(h)(i)-(iv), 2.15(d)-(j)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out the security requirements for the communications systems, the requirements for the CCTV system, details relating to the electronic access control systems and requirements for intrusion detection systems; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
276.	Exhibit 1 – Part B – Appendix 33	The information redacted is the entire Appendix with the exception of the cover page.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation</p>	<p>Sydney Metro 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 Appendix sets out the Scope and Performance Requirements for the Electronic Ticketing System for the Sydney Metro Northwest. The material in the Appendix sets out the contractor's obligations to provide the electronic ticketing system supporting infrastructure to be incorporated into the stations together with the performance and technical requirements for that equipment.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>to other contractors or potential contractors.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) Sydney Metro and the contractor have made significant investment into the development and refinement of the information in the Appendix. The Appendix therefore contains the parties' intellectual property. The parties may benefit from using their intellectual property in the future including to obtain a commercial advantage. As a result, exposing the information in the Appendix is reasonably expected to prevent the parties from using their competitive advantage, diminish the competitive commercial value of the information to the parties and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(c) while there is a public interest in revealing the material in the Appendix, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
277.	Exhibit 1 – Part B – Appendix 34 – clauses 2.6.1(a), 2.6.3(a)(ii), 2.7(a)(i)-(iv) and 2.8.4(a)-(c)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest</p>	<p>Sydney Metro 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 masked information sets out information relating to the number of trains in a Ventilation Section, information relating to train locations during emergencies, the level of redundancy that must be provided for the tunnel ventilation system for select modes of operation and information relating to emergency operations with respect to tunnel ventilation; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	(b) of the reasons set out in Item 273(b) to 273(d). Review: This information would be reviewed for disclosure as events and circumstances change.
278.	Exhibit 1 – Part B – Appendix 36 – clauses 2.2 and 2.8(a)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out information relating to redundancy concerning voltage distribution and requirements for uninterruptable power supply; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
279.	Exhibit 1 – Part B – Appendix 37 – clauses 2.1(g)-(h) & (j), 2.2(c) & (k), 2.3(b)-(c), (k) & (o)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest</p>	<p>Sydney Metro 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 masked information sets out information relating to power redundancy, requirements for uninterrupted power supply and other features relating to the provision of electricity; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	
280.	Exhibit 1 – Part B – Appendix 39 – clauses 2.1(e) & (r)-(t), 2.2(e), (n) & (r)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out information relating to traction power supply including information relating to redundancy and interruptible power and other issues concerning electrical capacity; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
281.	Exhibit 1 – Part B – Appendix 42 – clauses 2.2.3(d), 2.3(h), 2.4(h), 2.6(c)-(e) and 2.7(a)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information relates to obstacle detection for the platform screen door system, features of the emergency escape doors, emergency escape doors, end walkway doors, local control panels and power supply requirements; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
282.	Exhibit 1 – Part B – Appendix 43 – clause 2.4(b)(ii)(l) and (iv)(A)-(B)	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information relates to fire life safety provisions that must be provided for tunnels and provisions relating to fire size/ heat release rates; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
283.	Exhibit 1 – Part B – Appendix 55 – clause 4.1(a)	The information redacted is numbers in a table.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information is numbers in Table 1 which would reveal the minimum safety integrity level targets for identified Sydney Metro Northwest subsystems; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
284.	Exhibit 1 – Part B – Appendix 61 - clauses	The information redacted is words.	Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14	Sydney Metro weighed the competing public interest considerations and determined that there was an

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	1.2.2(b) & (c), 1.2.3(b), 1.4.2(b), 1.4.3(b)		<p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>overriding public interest against disclosure of this information because:</p> <p>(a) the masked information is the entirety of the appendix which sets out information relating to Pre-Agreed options;</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
285.	Exhibit 1 – Part B – Appendix 62 - Returnable Schedule 3.4: Drawings - pages 8, 51, 80	The information redacted is drawings no. NWRLOTS-NRT-KVE-AR-DRG048090, NWRLOTS-NRT-SHW-AR-DRG-039090, NWRLOTS-NRT-CHEAR-DRG-039090.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out information relating to the Sydney Metro Northwest route, including with regard to service facilities; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
286.	Exhibit 1 – Part B - Appendix 62 - Returnable Schedule 4.1, clauses 4.1 and 6.1	The information redacted is words comprising the entire clause 4.1 and include a figure	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's</p>	<p>Sydney Metro 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 masked information sets out details and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		and part of clause 6.1.	<p>functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>diagrams relating to the proposed out stabling of trains together with security features relating to the administration building; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
287.	Exhibit 1 – Part B - Appendix 62 - Returnable Schedule 4.5, clause 2.7	The information redacted is words and numbers.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out information regarding the locations and features of certain facilities with respect to bulk power supply and substations; and</p> <p>(b) of the reasons set out in Item 273 (b) to 273 (d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
288.	Exhibit 1 – Part B - Appendix 62 - Returnable Schedule 4.7, clause 2.2	The information redacted is words and includes a figure.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is</p>	<p>Sydney Metro 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 masked information sets out information including a detailed diagram regarding fall back arrangements that will be implemented in the case of any threat or system failure leading to a fall back</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>control requirement to ensure that adequate provision of back-up control systems will be arranged; and</p> <p>(b) of the reasons set out in Item 273(b) to 273 (d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
289.	Exhibit 1 – Part B - Appendix 62 - Returnable Schedule 4.8, pages 6, 15, 18-21, 63-69, 74 and 76	<p>The information redacted is drawings no. NWRLOTS-NRT-RFT-AR-DRG069090, NWRLOTS-NRT-RFT-AR-DRG-069330, NWRLOTS-NRT-RFTAR-DRG-069331, NWRLOTS-NRT-RFT-AR-DRG-069332, NWRLOTSNRT-RFT-AR-DRG-069335, NRT-RFT-CR-DRG-070600, NRT-RFT-CRDRG-070601, NRT-RFT-CR-DRG-070602, NRT-RFT-CR-DRG-070603, NRT-RFT-CR-DRG-070604, NRT-RFT-CR-DRG-070605, NRT-RFT-CRDRG-070609, NRT-RFT-CR-DRG-070614,</p>	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information is drawings which show the general arrangement of certain Sydney Metro Northwest facilities including the administration building and the Sydney Metro Northwest layout and services; and</p> <p>(b) of the reasons set out in Item 273 (b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		NRT-RFT-CR-DRG-070616, and the legend for drawing no. NWRLOTS-NRT-RFT-AR-DRG-069300.		
290.	Exhibit 1 – Part B – Appendix 62 – Returnable Schedule 5.2, clauses 11.1, 11.2, 11.3, 11.4	The information redacted is words and numbers comprising the entire clause 11.1 and portions of clause 11.2 including various tables. The masked information also includes portions of clauses 11.3 and 11.4.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out the detailed evacuation strategies which form part of the fire and life safety strategy. The masked information also includes information concerning the fire load of key materials, sample methodologies in the event of a fire source being present in one area of the car and use of the Duggan Method - internal flash over fire. Information regarding the fire barrier resistance and in relation to the emergency detrainment doors and ramps have also been masked;</p> <p>(b) of the reasons set out in Item 273(b) to 273(d); and</p> <p>(c) of the reasons set out in Item 291.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
291.	Exhibit 1 – Part B – Appendix 62 – balance of Returnable Schedule 5.2	The information redacted is the entire Returnable Schedule with the exception of the	Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		<p>portion of that Returnable Schedule considered at Item 75.</p>	<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the Returnable Schedule sets out the overall concept design of trains including general arrangement drawings of each Car type, a summary of key Train performance characteristics with supporting documentation, dynamic and static profiles of anticipated kinematic envelop at typical locations showing track, structure and all major services and systems, internal layout drawings for each Car, a description of each seating type, a description of the Car body structure and other details including a description of how Customers with special needs will be addressed and how compliance with Disability Standards will be achieved; and</p> <p>(b) the material in the Returnable Schedule sets out how the contractor addressed various principal requirements. Significant investment was made in the development and refinement of the information in the Returnable Schedule. The Returnable Schedule therefore contains the contractor's intellectual property. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage. As a result, exposing the information in the Returnable Schedule is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of the information to the contractor and prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(c) while there is a public interest in revealing the material in the Returnable Schedule, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				disclosure as events and circumstances change.
292.	Exhibit 1 – Part B – Appendix 62 – balance of Returnable Schedule 5.3	The information redacted is the entire Returnable Schedule.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>Sydney Metro 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 Returnable Schedule sets out visualisations showing each Car type depicting the Trains Interior and exterior styling, photorealistic internal perspectives of each Car type, seat type and perspectives of a typical Train (front and side view) including key features; and</p> <p>(b) of the reasons set out in Item 291(b) to 291(c).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
293.	Exhibit 1 – Part B – Appendix 62 – Returnable Schedule 5.5	The information redacted is the entire Returnable	Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
		Schedule.	<p>and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>information because:</p> <p>(a) the Returnable Schedule sets out how the initial Train fleet can be expanded (and Trains potentially extended) to achieve certain specified future systems capacity and be capable of interfacing with platform lengths of 168 metres. The redacted Returnable Schedule also sets out issues, restraints and modifications for the Trains to be able to operate on certain stages of the Rapid Transit Network and details relating to initiatives in Train design and manufacture for future proofing; and</p> <p>(b) of the reasons set out in Item 291(b) to 291(c).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
294.	Exhibit 1 – Part B – Appendix 62 – Returnable Schedule 5.7	The information redacted is the entire Returnable Schedule.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information</p>	<p>Sydney Metro 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 Returnable Schedule sets out an initial environmental performance declaration, information regarding the recyclability of Trains over the whole of life, quantified descriptions of the energy saving</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>features of Train design, illustrations of those benefits and a steady state calculation showing the energy consumption of a Train excluding traction and braking equipment; and</p> <p>(b) of the reasons set out in Item 291(b) to 291(c).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
295.	Exhibit 1 – Part B – Appendix 62 – Returnable Schedule 5.8	The information redacted is the entire Returnable Schedule.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential</p>	<p>Sydney Metro 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 Returnable Schedule sets out a detailed description of the train management system, the traction (propulsion) and braking systems and a description of the key features and general arrangement drawings of the bogies and wheel sets; and</p> <p>(b) of the reasons set out in Item 291(b) to 291(c).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors.</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>	
296.	<p>Exhibit 1 – Part B – Appendix 62 - Returnable Schedule 6.2, clauses 2.1, 2.1.1, 2.2.2, 2.3.1(2)&(3), 2.4, 3.1, 3.2, 3.2.1, 3.4.1, 3.4.2, 3.5.2 and 3.5.3</p>	<p>The information redacted is words and numbers and includes tables and schematics</p>	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out security related details concerning the central control system, monitored systems and operations control centre. The redacted material also includes information regarding the transfer of control to an alternate location during a disaster scenario, information regarding control systems components and details regarding the provision of operator consoles in control rooms. The masked information also includes sensitive schematics include a system overview schematic and overall systems descriptions; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
297.	Exhibit 1 – Part B – Appendix 62 – Returnable Schedule 6.3	The information redacted is the entire Returnable Schedule.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>Sydney Metro 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 Returnable Schedule sets out a summary description for the proposed signalling and train control system, key signalling and Train control system systems or sub-systems that are yet to be proven in service and three reference sites for the signalling and train control system. The Returnable Schedule also sets out a signalling and Train control system design statement, principles proposed to govern certain features, a description of the signalling and train control system interfaces, a signalling and Train control system Concept Design and certain associated analysis, key functions and methods relating to Trains, the interfacing between the signalling and Train control system and the tunnel ventilation system and functionality available to allow a disabled Train to be rescued by an operational Train. In addition, the Returnable Schedule also sets out the on-train signalling functionality including manual driving capability, certain information in relation to Train borne equipment and wayside signalling equipment and control room signalling equipment and other simulation and training requirements; and</p> <p>(b) of the reasons set out in 291(b) to 291(c).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
298.	Exhibit 1 – Part B - Appendix 62 - Returnable Schedule 6.7, clauses 2.2.2, 2.3.2, 2.3.5, 2.3.6, 2.3.8, 2.3.11, 2.3.12, 3.3 and pages 49-50	The information redacted is words and includes a schematic. The masked information also includes drawing NWRLOTS-NRT-SWD-CO-DRG-020431 and NWRLOTS-NRT-SWD-CO-DRG-020432.	<p>Section 32(1)(d) Items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out security related details concerning the operations control centre and station control rooms, the operations and maintenance radio system, the passenger information display system and a schematic of the public address system. The masked information also includes information concerning the electronic access control system including the security level classification of access doors and alarm systems. The masked material also includes a diagram showing the closed circuit television system, information concerning the intrusion detection system, the security of open sourced radio spectrum and the layout of backup telecommunications and controls; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
299.	Exhibit 1 – Part B – Appendix 62 – Returnable Schedule 6.8, clause 2.1.3	The information redacted is words.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the</p>	<p>Sydney Metro 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 masked information sets out security related details concerning the emergency operation mode with respect to the tunnel ventilation system; and</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
300.	<p>Exhibit 1 – Part B – Appendix 62 - Returnable Schedule 6.9, clauses 2.1, 2.2.1, 2.2.2, 3.1, 3.1.2, 3.2, 3.3, 4.3.1, 4.6, 5.3, various drawings</p>	<p>The information redacted is words, numbers, diagrams and drawings.</p>	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out details, diagrams and drawings relating to the overall electrical system for the Sydney Metro Northwest including bulk supply locations and configuration, high voltage power supply and bulk supply and HV reticulation, replacement strategies. The masked information also includes information concerning ECRL modifications, certain concept design drawings, supply arrangements in stabling areas and critical and safety services; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
301.	<p>Exhibit 1 – Part B - Appendix 62 - Returnable Schedule 6 various Annexures 6.E A;</p> <p>Appendix F - contents page, clauses 2.2, 3.1, 3.2, 3.2.1, 3.2.3 to 3.2.5,</p>	<p>The information redacted is words, numbers, diagrams and drawings.</p>	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 300.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
	3.3, 3.4.1, 3.6, Annexure A		<p>also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	
302.	Exhibit 1 – Part B – Appendix 73	The information redacted is the entire Appendix.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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</p>	<p>Sydney Metro 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 Appendix sets out a unique arrangement consisting of various models designed and developed by the contractor which outline the methods by which services are to be provided. Significant investment was made in the development and refinement of this arrangement. The mechanism therefore contains the contractor's intellectual property. The contractor may benefit from using their intellectual property in future bids to obtain a commercial advantage. As a result, exposing the Appendix is reasonably expected to prevent the contractor from using its competitive advantage, diminish the competitive commercial value of the information to the contractor and prejudice the contractor's legitimate business, commercial or financial interests; and</p> <p>(b) while there is a public interest in revealing the arrangements set out in the redacted material, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			against disclosure.	disclosure as events and circumstances change.
303.	Exhibit 1 – Part B – Appendix 86	The information redacted is the entire Appendix.	<p>Section 32(1)(d) and items 1(f) and 2 (e) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions.</p> <p>The disclosure of this information is also expected to endanger the security of, or prejudice any system or procedure for protecting, any place, property or vehicle.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Sydney Metro 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 masked information sets out the Security Management Plan. That plan outlines the security management arrangements under which the contractor will, in partnership with Sydney Metro, deliver the Operations, Trains and Services Public Private Partnership component of the Sydney Metro Northwest; and</p> <p>(b) of the reasons set out in Item 273(b) to 273(d).</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
304.	Exhibit 1 – Part B – Appendices 87, 89 and 90	The information redacted is the entire Appendices.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential</p>	<p>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 302.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>contractors.</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>	
305.	Exhibit 2	The information redacted is the entire exhibit.	<p>Section 32(1)(c) and item 2(e) of the table in section 14, in relation to public safety or security</p> <p>32(1)(d), paragraphs (a) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 2(e), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may diminish the competitive commercial value of information to a person and prejudice a person's legitimate</p>	<p>Sydney Metro 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 if disclosed would reveal project specific arrangements (including dates) with regard to site access;</p> <p>(b) revealing the information would provide insight into the contractor's program and the level of risk that the contractor was willing to price and accept. If this information were revealed, it could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the contractor and prejudice its legitimate business, commercial or</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>business or financial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>financial interests;</p> <p>(c) revealing the information could also have potential public safety and security implications as the specific dates and locations would be publicly available with the risk that such information could be exploited exposing the project to the risk of attack; and</p> <p>(d) the public interest has been served by revealing the existence of the Site Access Schedule.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
306.	Exhibit 3	The information redacted is the entire exhibit.	<p>Section 32(1)(a) and definition (b), (c), (d), and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would</p> <p>disclose the contractor's intellectual property, place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors and would provide insight into the contractor's profit margin and base case financial model.</p>	<p>Sydney Metro 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 process and methodology adopted by the parties for solving the Base Case Financial Model at Financial Close. Revealing the regime in Exhibit 3 is therefore expected to reveal the contractor's base case financial model;</p> <p>(b) the redacted information in turn feeds into the payments received by the contractor. Since the masked information ultimately provides lucidity on the payments to the contractor, revealing that information is expected to provide insight into the contractor's profit margins; and</p> <p>(c) revealing the regime in Exhibit 3 is reasonably expected to prejudice the contractor in negotiations in similar future contracts, particularly during</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>The disclosure of this information could also 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>negotiations which relate to determining a base case financial model at financial close. Revealing the redacted information is therefore expected to diminish the value of that information to the contractor and prejudice its legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
307.	Exhibit 4	The information redacted is the entire exhibit.	<p>Section 32(1)(a) and definition (d) and (e) of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would disclose the contractor's intellectual property in which the contractor has an interest and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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</p>	<p>Sydney Metro 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 information if disclosed would reveal the contractor's intellectual property as regards its delivery program; and</p> <p>(b) revealing the information would provide insight into the contractor's program and the level of risk that the contractor was willing to price and accept. If this information were revealed, it could place the contractor at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to other contractors who the contractor may have to negotiate or bid against. Therefore the disclosure of the information could reduce the competitive commercial value of the information to the contractor and prejudice its legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>disclosure as events and circumstances change.</p>
308.	Exhibits 7 and 8	The information redacted is entire exhibits.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 masked information sets out the terms of insurances and certificates of currency relating to the project;</p> <p>(b) the masked information sets out a novel arrangement developed by the contractor and Sydney Metro to ensure the insurance of project. The positions agreed and set out in the insurance documents are a competitive differentiator and contain confidential information relating to the contractor's construction price and service payment levels. Revealing the redacted information is therefore expected to provide insight into the contractor's cost structure and profit margin;</p> <p>(c) revealing the masked information is also reasonably expected to prejudice the contractor in future contracts of a similar nature, particularly in relation to insurance. Exposing the redacted material is also expected to prejudice the contractor in negotiations with third parties, particularly insurers of future projects; and</p> <p>(d) the public interest has been served by revealing the existence of the contractor's insurance obligations in the OTS2 Project Deed. Given the extent of those</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
				<p>disclosures there is an overriding public interest against the disclosure of the precise terms of insurance.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
309.	Exhibit 9	The information redacted is the entire exhibit.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 if disclosed would reveal project specific assumptions with regard to scope of works to be undertaken;</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. Revealing this information is also expected to prejudice the contractor's negotiating position in future procurements and will therefore diminish the competitive commercial value of that information to the contractor and prejudice its legitimate business, commercial and financial interests; and</p> <p>(c) while there is a public interest in revealing the this information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure when Final Completion has occurred.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
310.	Exhibit 15	The information redacted is the entire exhibit.	<p>Section 32(1)(a) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 extent of Sydney Metro's responsibility and obligations for certain third party agreements; 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, and would place Sydney Metro at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same third party agreements.</p> <p>Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
311.	Exhibit 16	The information redacted is dates, numbers and percentages.	<p>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not</p>	<p>Sydney Metro 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 in the exhibit contains project specific arrangements around program dates and quantities of electronic ticketing equipment; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also 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>by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
312.	Exhibit 18	The information redacted is the entire exhibit.	<p>Section 32(1)(a) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information would place the parties at a substantial commercial disadvantage in relation to other contractors.</p> <p>The disclosure of this information could also 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>Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information for the reasons set out in Item 310.</p> <p>Review: This information will be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			There is an overriding public interest against disclosure.	
313.	Exhibit 19	The information redacted is the entire exhibit.	<p>Item 2(f) of the Table to section 14</p> <p>The disclosure of this information would prejudice the effective exercise by an agency of the agency's functions and place an agency at a commercial disadvantage in a market.</p> <p>The disclosure of this information could also 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>Sydney Metro 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 information if disclosed would reveal specific intergovernmental arrangements with regard to asset maintenance;</p> <p>(b) revealing the redacted information would provide insight into ongoing intergovernmental arrangements negotiated between those agencies and would therefore be expected to prejudice the effect of such arrangements and the continuing obligations which arise therefrom; and</p> <p>(c) while there is a public interest in revealing the relevant information, this consideration is outweighed by the concerns above.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
314.	Exhibit 20	The information redacted is the entire exhibit.	<p>Section 32(1)(a), paragraph (d) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of this information may reveal intellectual property in which the contractor has an interest.</p> <p>Section 32(1)(d), item 1(f) of the</p>	<p>Sydney Metro 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 the draft form of BMS and SMS and as such, is still in draft form and remains to be resolved by the parties;</p> <p>(b) the redacted information is a draft instrument setting out terms of easements and restrictions on</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>table in section 14</p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>Section 32(1)(a), paragraphs (b), (d) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4</p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, the contractor's cost structure or profit margins, and would place the contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.</p> <p>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</p> <p>The disclosure of the information may reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person, or prejudice a person's legitimate business or commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>the use of land intended to be created pursuant to section 88B of the <i>Conveyancing Act 1919</i> (NSW) (section 88B Instrument) which will apply in connection with areas governed by the draft Building Management Statement once registered;</p> <p>(c) the draft section 88B Instrument remains subject to finalisation and registration with the NSW Land Registry Services, and the premature disclosure of the Section 88B Instrument may prejudice the effective exercise by an agency of its functions and the parties' legitimate business, commercial or interests in the event that the plans are amended before being registered with the NSW Land Registry Services;</p> <p>(c) revealing the information could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>(d) this exhibit contains commercial information which is intellectual property in which the contractor has an interest.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
315.	Exhibit 21	The information redacted is the entire exhibit.	<p>Section 32(1)(a) and paragraphs (d) and (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)</p> <p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would reveal the contractor's intellectual property and place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</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>Sydney Metro 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 in the exhibit contains the master scope and performance requirements applicable to the Sydney Metro City & Southwest;</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests; and</p> <p>(c) the public interest has been served by revealing the existence of the master scope and performance requirements.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>
316.	Exhibit 22	The information redacted is the entire exhibit.	Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" (clause 1, Schedule 4) and section 32(1)(d)	Sydney Metro weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p>Item 4 (b), (c) and (d) of the Table to section 14</p> <p>The disclosure of this information (or the combination of this information with other information that is not included) would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors.</p> <p>The disclosure of this information could also reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>(a) the redacted information in the exhibit contains project specific arrangements around certain program dates; and</p> <p>(b) revealing the redacted information would provide insight into the commercial arrangements negotiated by the parties and would therefore be expected to prejudice the contractor in future contracts of this nature, diminish the competitive commercial value of the information and prejudice its business, commercial and financial interests.</p> <p>Review: This information would be reviewed for disclosure as events and circumstances change.</p>