

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

## **Explanatory Table**

### **Warringah Freeway Upgrade – Independent Certifier Deed**

**Contract Number: 21.0000139211.1117**

Capitalised terms in this table have the meanings given to them in the Warringah Freeway Upgrade Independent Certifier Deed between Transport for NSW, CPB Contractors Pty Ltd, Downer EDI Works Pty Ltd, SMEC Australia Pty Ltd and Aurecon Australasia Pty Ltd dated 20 November 2021 (**WFU IC Deed**), unless the context indicates otherwise.

In preparing this explanatory table, TfNSW has:

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

Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
<b>WFU DEED</b>				
1.	Contents	The information redacted is clause and schedule headings which have been redacted entirely in the main body and schedules to the WFU IC Deed.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) exposing the redacted information would reveal information as to the professional indemnity insurance policy that the Independent Certifier is required to hold and maintain; and</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 would reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
2.	Clause 1.1 Definitions related to a redacted clause	The information redacted is definitions that relate to clauses that have been redacted in their entirety in	<p><i>Section 32(1)(a), and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information sets out commercially sensitive information regarding the professional</p>

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		the main body, including the defined term.	<p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p> <p>There is an overriding public interest against disclosure.</p>	<p>indemnity insurance required to be held by the Independent Certifier; and</p> <p>b) exposing the information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
3.	Clause 1.1 Definition of "Required Rating"	The information redacted is the credit ratings.	<p><i>Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information is a required financial strength rating;</p> <p>b) exposing the redacted information would reveal the apportionment of risk between the Principal, the Contractor and the Independent Certifier in relation to certain elements under the WFU IC Deed; and</p> <p>c) if this information were revealed, it could place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the competitive commercial value of the information and prejudice</p>

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				<p>the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
4.	Clause 1.1, Definition relating to Fee	The information redacted is part of the definition, including part of the defined term.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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5.	Clauses 2.6(c) "Relevant Third Party Agreements", 3.1 "Acknowledgement", 7.1 "Additional Services"	The information redacted is part of the clause relating to the Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</li> <li>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</li> <li>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
6.	Clause 8.1(a)(i) "Limitation of liability"	The information redacted is the amount to which the Independent Certifier's	<p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because it would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or</p>

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		liability is limited under the contract.		<p>financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
7.	Clauses 8.1(a)(ii), 8.5, 8.7, 8.11	The information redacted is information in respect of the professional indemnity insurance held by the Independent Certifier.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the professional indemnity insurance policy that the Independent Certifier is required to hold and maintain, and includes the information on the scope and cover to be provided by the policy;</li> <li>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's insurance obligations and insurance risk, and the level of insurance risk that the Independent Certifier was willing to price and accept; and</li> <li>c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the WFU IC Deed; and</li> <li>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the</li> </ul>

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				<p>information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
8.	Clause 8.3(b)	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Independent Certifier's liability for Consequential Loss;</li> <li>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to Consequential Loss; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>

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9.	Clause 8.2 "Exclusions"	The information redacted is part of the clause.	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out commercially sensitive information regarding the Independent Certifier's total aggregate liability;</li> <li>b) exposing the redacted information could reveal the apportionment and level of risks the Independent Certifier was prepared to price and accept in relation to its total aggregate liability; and</li> <li>c) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
10.	Clause 8.4(a) "Insurances"	The information redacted is information in respect of the professional indemnity insurance held by the Independent	<p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the professional indemnity insurance policy that the Independent Certifier is required to hold and</li> </ul>



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		Certifier, including the value of insurance policy cover and maximum amount of deductibles.	There is an overriding public interest against disclosure.	<p>maintain, and includes the information on the scope and cover to be provided by the policy;</p> <p>b) exposing the redacted information would reveal the apportionment of insurance risk between the Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's insurance obligations and insurance risk, and the level of insurance risk that the Independent Certifier was willing to price and accept;</p> <p>c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the WFU IC Deed; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
11.	Clause 8.4(c) "Insurances"	The information redacted is information in respect of the	<i>Section 32(1)(a) and paragraph (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i>	The Principal weighed the competing public interest considerations and determined that there was an

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		scope of public liability insurance, the value of insurance policy cover and maximum amount of deductibles.	<p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d), item 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information concerns the public liability insurance policy that the Independent Certifier is required to hold and maintain, and includes the information on the scope and cover to be provided by the policy;</li> <li>b) the disclosure of this information would disclose the Independent Certifier's insurance obligations and insurance risk that the Independent Certifier was willing to price and accept and would place the Independent Certifier at a substantial commercial disadvantage in relation to subcontractors and suppliers, and in comparison with other contractors; and</li> <li>c) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
12.	Clauses 8.4A and 8.4B	The information redacted is the entire clauses.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information discloses the Independent Certifier's cost structure or profit</p>	The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:

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			<p>margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the Independent Certifier's profit margins.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>a) the redacted information concerns the professional indemnity insurance policy that the Independent Certifier is required to effect and maintain, and includes information on the scope and cover to be provided by the policy;</p> <p>b) exposing the redacted information could reveal the apportionment and level of insurance risk the Independent Certifier was prepared to price and accept in relation to its insurance obligations and insurance risk;</p> <p>c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the WFU IC Deed; and</p> <p>d) revealing the redacted information would place the parties at a substantial commercial disadvantage in projects of a similar nature, and is expected to prejudice the Independent Certifier's legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
13.	Clause 13(e)(i)(E) "Notices"	The information redacted are email addresses with the names of individuals.	<p><i>Section 32(1)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the redacted information would disclose personal information of individuals, including names; and</p>

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				<p>b) any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
14.	Schedule 1 (Core Services), clause 1.1(a)	The information redacted is part of the clause relating to the Fee.	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors.</p> <p><i>Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) revealing the redacted information would provide insight into the Fee to be received by the Independent Certifier;</p> <p>b) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests; and</p> <p>c) the Principal considers that any public interest in favour of the disclosure of this information is not significantly advanced by the disclosure of this information and is outweighed by the public interests against disclosure identified above.</p>

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				<b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.
15.	Schedule 1 (Core Services), clauses 2.3(n), 3.1(b), 3.2(b) and 3.2(c)	The information redacted is entire paragraphs.	<p><i>Section 32(1)(d), item 1(f) of the table in section 14</i></p> <p>The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because exposing the redacted information is expected to place the Principal at a commercial disadvantage when negotiating intergovernmental agreements of a similar nature, thereby prejudicing the business and commercial interests of the Principal.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
16.	Schedule 2 (Payment Schedule)	The information redacted is the value and nature of fees, the proportion of the Fee payable by the Principal, dates from which adjustments can be made, information on the Contractor's liability to the Principal for amounts payable to the	<p><i>Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would reveal the Independent Certifier's cost structure or profit margins and would place the Independent Certifier at a substantial commercial disadvantage in relation to potential competitors and provide visibility on the Independent Certifier's profit margins.</p> <p><i>Section 32(1)(d) and Item 4(d) of the table at section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) the disclosure of this information would disclose elements of the Independent Certifier's cost structure and profit margin and would place it at a substantial commercial disadvantage in negotiations as against other contractors or with suppliers and subcontractors;</p> <p>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future project; and</p>

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

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				<p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
18.	Clause 3 of Schedule 3 (Minimum resources and surveillance levels)	The information redacted is the minimum surveillance activities to be carried out by the Independent Certifier and frequency of those activities.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p> <p><i>Section 32(1)(d) and Item 4(d) of the table at section 14</i></p> <p>The disclosure of this information could reasonably be expected to prejudice the legitimate business interests of the parties.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) disclosure of the information would place the parties at a substantial commercial disadvantage in future negotiations with suppliers and subcontractors, or on other similar projects; and</li> <li>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects.</li> </ul> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
19.	Schedule 6	The information redacted is the entire Schedule, including the title of the Schedule.	<p><i>Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <ul style="list-style-type: none"> <li>a) the redacted information sets out details of the scope and cover of the insurance policies that the Independent Certifier is required to effect and maintain</li> <li>b) exposing the redacted information would reveal the apportionment of insurance risk between the</li> </ul>

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				<p>Principal, the Contractor and the Independent Certifier in relation to the Independent Certifier's insurance obligations and insurance risk, and the level of insurance risk that the Independent Certifier was willing to price and accept;</p> <p>c) the scope of the insurance that the Independent Certifier is required to effect may be taken as an indication of the risk levels involved with the Independent Certifier's obligations under the WFU IC Deed. This may have signalling effects to the market; and</p> <p>d) revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
20.	Annexure A (Certification and Monitoring Plan)	The information redacted is the Independent Certifier's Certification and Monitoring Plan.	<p><i>Section 32(1)(a) and paragraph (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4</i></p> <p>The disclosure of this information would disclose commercial-in-confidence provisions of the contract.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:</p> <p>a) disclosure of this information would place the parties at a substantial commercial disadvantage</p>



Item	Clause (and general description)	Information redacted	Reason(s) for redaction under GIPA Act	Public interest considerations
			<p><i>Section 32(1)(d) and Items 4(c) and 4(d) of the table in section 14</i></p> <p>The disclosure of this information could reasonably be expected to diminish the competitive commercial value of the plan and prejudice the legitimate business interests of the parties.</p>	<p>in future negotiations with suppliers and subcontractors, or on other similar projects;</p> <p>b) disclosure of this information would prejudice the Principal's, the Contractor's and the Independent Certifier's legitimate business, commercial, professional or financial interests as it would place them at a disadvantage in negotiating with other parties in respect of future projects; and</p> <p>c) the information in the report is the result of investment of resources and utilisation of unique information by the Independent Certifier and is commercially valuable to the Independent Certifier. If that information were known to competitors its commercial value would be diminished; and</p> <p>d) disclosure of this information would involve revealing an individual's personal information.</p> <p><b>Review:</b> This information would be reviewed for disclosure as events and circumstances change.</p>
21.	Agreement Execution Pages	The information redacted is the execution blocks, which include names and details of signatories and witnesses.	<p><i>Section 32(i)(d), item 3(a) of the table in section 14</i></p> <p>The disclosure of this information would reveal an individual's personal information.</p> <p>There is an overriding public interest against disclosure.</p>	<p>The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies an individual's name.</p> <p>The Principal considers that any public interest in favour of disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above.</p>