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

**Explanatory Table**

**Sydney Metro City & Southwest – Southwest Metro – Corridor Intruder Detection System and Object Detection System**

**Contract Number: SMC-21-0456**

Capitalised terms in this table have the meaning given to them in the Sydney Metro City & Southwest Metro – Corridor Intruder Detection System and Object Detection System (**CIDS/ODS Contract**), unless the context indicates otherwise.

In preparing this explanatory table, Sydney Metro has:

* + 1. identified the reason(s) under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**) for each redaction; and
		2. weighed each redaction against the following key public interest considerations for disclosure:
			1. promoting open discussion of public affairs, enhancing Government accountability or contributing to positive and informed debate on issues of public importance;
			2. creating public awareness and understanding on issues of public importance;
			3. enhancing government transparency and accountability;
			4. informing the public about the operations of the agency;
			5. ensuring effective oversight of the expenditure of public funds and the best use of public resources; and
			6. ensuring fair commercial competition within the economy.

Sydney Metro notes that Schedule 44 (*Electronic Files*) contain a large number of files and are subject to technical size limitations. As such, these documents to the CIDS/ODS Contract 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 SMProcurement@transport.nsw.gov.au to arrange a time to inspect.

| Item | Clause (and general description) | Information redacted | Reason(s) for redaction under GIPA Act | Public interest considerations |
| --- | --- | --- | --- | --- |
| **MAIN BODY** |
|  | Contents page | The information redacted is clause and schedule headings for clauses and schedules which have been redacted entirely in the main body of the CIDS/ODS Contract and references to defined terms which have been redacted entirely in the main body of the CIDS/ODS Contract. | As per reasons for relevant clause. | As per considerations for relevant clause.  |
|  | Clause 1.1 (*Definitions*)Definitions relating to a redacted clause or part of a clause  | The information redacted is entire definitions, including the defined term, that relate to clauses or schedules where references to those defined terms has been redacted.  | As per reasons for relevant clause. | As per considerations for relevant clause.  |
|  | Definition of "Key Plant and Equipment"Clause 1.1 (*Definitions*) | The information redacted is part of the definition. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the specific Key Plant and Equipment for which the CIDS/ODS Contractor will be entitled to claim relief for under the CIDS/ODS Contractor;
2. exposing the redacted information:
	1. may enable potential contractors to use that information to their advantage in negotiations with the CIDS/ODS Contractor and/or the Principal, thereby prejudicing the party's negotiating position on future procurements;
	2. would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept; and
	3. may provide insight into the CIDS/ODS Contractor's view on the likelihood of certain risks arising; and
3. the disclosure of the information could reveal commercial-in-confidence provisions of a government contract, reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Definition of "Scheduled Date for Shutdown"Clause 1.1 (*Definitions*) | The information redacted is the Scheduled Date for Shutdown. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information is a date for the Scheduled Date for Shutdown; and
2. the agency needs to comply with usual internal processes in order to communicate shutdown dates to relevant stakeholders prior to any public disclosure.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 3.7(b)(i), 3.7(b)(ii) and post amble of 3.7(d)(*Unconditional Undertakings*) | The information redacted is percentages, setting out the amounts of the unconditional undertakings provided by the CIDS/ODS Contractor. | *Section 32(1)(d), item 4(b) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the percentage of the Contract Sum that the CIDS/ODS Contractor must provide to the Principal as an unconditional undertaking;
2. exposing the redacted information would reveal how the parties apportioned risk for security and therefore the level of risk that the CIDS/ODS Contractor was willing to price; and
3. the public interest has been served by revealing the fact that unconditional undertakings are required from the CIDS/ODS Contractor. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise amount of the undertaking.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 4.6A | The information redacted is the entire clause | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out a bespoke arrangement agreed between the parties to apportion risk with respect to certain site conditions. The disclosure of this information would reveal how the parties apportioned the relevant risk, and therefore the risk that the CIDS/ODS Contractor was willing to price and accept; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 9.6(f)(*CIDS/ODS Contractor initiated Variations*) | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the CIDS/ODS Contractor 's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. exposing the redacted information would reveal the apportionment of any savings as a result of a variation initiated by the Contractor, and this percentage is an amount that formed part of the CIDS/ODS Contractor's overall cost structure and approach to submitting a competitive tender;
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 10.9(b)(iii) and 10.9(b)(iv)(*Indemnity for delays to rail service*) | The information redacted is a dollar amount. | *Section 32(1)(d), item 4(b) of the table in section 14.*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the amount which the CIDS/ODS Contractor is liable to the Principal for events described in clauses 10.9(b)(i) or 10.9(b)(ii) for a delayed event or the late return of track possession;
2. exposing this information may provide insight into the level of risk that the CIDS/ODS Contractor was willing to price and accept;
3. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor, and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept in relation to a delayed event or the late return of track possession. Exposing this information may also provide insight into the CIDS/ODS Contractor's views on its potential capabilities and likelihood of certain events arising;
4. 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
5. the public interest has been served by revealing the existence of the 'indemnity for delays to rail services' regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of this dollar amount.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 10.9(f) and 10.9(g)(*Indemnity for delays to rail service*) | The information redacted is two clauses of the CIDS/ODS Contract. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4 and Item 4(b) and (d) of the table in section 14*The disclosure of this information would reveal commercial-in-confidence provisions of a government contract, and prejudice a person's legitimate business, commercial, professional or financial interests. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out a key aspect of the allocation of risk for events described in clauses 10.9(b)(i) or 10.9(b)(ii) for a delayed event or the late return of track possession;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor, and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept in relation to a delayed event or the late return of track possession. Exposing this information may also provide insight into the CIDS/ODS Contractor's views on its potential capabilities and likelihood of certain events arising;
3. revealing the information would place Sydney Metro at a substantial commercial disadvantage in future projects of a similar nature, as Sydney Metro's appetite for risk in relation to the relevant events would be revealed; and
4. the public interest has been served by revealing the existence of the 'indemnity for delays to rail services' regime. In light of the disclosure of this information there is an overriding public interest against the disclosure of this dollar amount.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 13.15A | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out a bespoke arrangement agreed between the parties to apportion risk with respect to the failure by the Principal to procure the occurrence of certain works. The disclosure of this information would provide insight on how the parties apportioned risk for the timing of certain interface works, and therefore the risk that the CIDS/ODS Contractor was willing to price and accept; and
2. revealing the information would place the Principal 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 13.16(d)(v) and 13.16(e)(v) | The information redacted is part of a clause. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out a bespoke arrangement agreed between the parties in relation to the CIDS/ODS Contractor's entitlement to payment where the Principal directs a compression of works. The disclosure of this information would provide insight on how the parties apportioned risk for compressing the CIDS/ODS Contractor's Activities, and therefore the risk that the CIDS/ODS Contractor was willing to price and accept;
2. exposing the redacted information would provide insight on the CIDS/ODS Contractor's cost structure and approach to pricing in the scenario where a compression is directed; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 14.4A (*Initial Payment*) | The information redacted is a dollar amount and time periods. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the timing for the payment of the Initial Payment, and how the ongoing cashflow is adjusted over time as a result of the Initial Payment;
2. disclosing the redacted information would reveal the CIDS/ODS Contractor's cost structure and approach to managing cashflow while performing the relevant activities; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 14.6(a) and 14.6(b)(*Provision of documentation and other requirements*) | The information redacted is a percentage. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the maximum amount the CIDS/ODS Contractor is entitled to be paid if certain conditions are not satisfied; and
2. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 16.6 (Public and Products Liability Insurance) | The information redacted is part of a clause. | *Section 32(a)(a), item 4(b) of the table in section 14*The disclosure of this information would reveal the commercial-in-confidence provisions of a government contract. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because: 1. the redacted information sets out specifically negotiated positions in respect to the application of the respective parties' insurances; and
2. disclosing the information would reveal the apportionment of risk of having to make a claim against insurance in certain circumstances.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 17.2(a) post-amble(*Limit of CIDS/ODS Contractor's Liability*) | The information redacted is a percentage. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*The disclosure of this information would reveal the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:1. the redacted information sets out commercially sensitive information, being the amount of the limit on the CIDS/ODS Contractor's liability;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to liability under the CIDS/ODS Contract;
3. the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information; and
4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 17.4(a)(*Qualification on Limitation and Exclusion of Liability*) | The information redacted is the entire clause. | *Section 32(1)(d), item 1(f) of the table in section 14* The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure because:1. the redacted information sets out commercially sensitive information regarding the exclusions to the liability and claims regime under the CIDS/ODS Contractor;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to liability under the CIDS/ODS Contract;
3. the redacted information sets out a unique arrangement to apportion and manage liability risk. Revealing this information may diminish the value of that information to the parties; and
4. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clauses 18.4(c), 18.4(d)(i) and 18.4(d)(ii)(*Immediate Termination or Take-Out*) | The information redacted is percentages. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure.  | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the percentage value of the aggregate liability of the CIDS/ODS Contractor in respect of the Contract Sum that, if reached, gives rise to an immediate right to terminate or take scope out of the hands of the CIDS/ODS Contractor;
2. exposing the redacted information would reveal the level of risk that the Principal was willing to accept in relation to its termination rights against CIDS/ODS Contractor;
3. 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
4. the public interest has been served by revealing the existence of a right to terminate when the CIDS/ODS Contractor's liability exceeds a specific percentage of the Contract Sum. In light of this disclosure there is an overriding public interest against the disclosure of the precise percentage.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Clause 18.10(a)(vi)(*Payment for Termination for Convenience*) | The information redacted is a percentage. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the CIDS/ODS Contractor 's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out a percentage relevant to the amounts payable to the CIDS/ODS Contractor on account of profit and overheads following a termination for convenience;
2. the disclosure of the redacted information would reveal the percentage that the CIDS/ODS Contractor was willing to accept for the termination for convenience under the CIDS/ODS Contract. Exposing this information may provide insight into the CIDS/ODS Contractor's profit margins and cost structure; and
3. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Execution page of the main body of the CIDS/ODS Contract | The information redacted is the names and signatures of the signatories. | *Section 32(1)(d), item 3(a) of the table in section 14* The disclosure of this information would reveal an individual's personal information. There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and signatures.The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
| **SCHEDULES** |
|  | Item 1Schedule 1(*Contract Particulars*) | The information redacted is a time period. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14* The disclosure of this information could reveal commercial-in- confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the expiry of the Defects Rectification Period;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to the rectification of defects after the Date of Construction Completion of a Portion, and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept. Exposing this information may also provide insight into the CIDS/ODS Contractor's views on its potential capabilities and likelihood of ongoing defects arising;
3. 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
4. the public interest has been served by revealing the fact that there is a Defects Rectification Period. In light of the disclosure of this information there is an overriding public interest against the disclosure of the precise dates or periods.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Items 4, 10, 14, 15, 16A, 21 and 23 Schedule 1(*Contract Particulars*) | The information redacted is dollar amounts and percentages.  | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4* The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on theCIDS/ODS Contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out:
2. the value of the original Contract Price and the dollar amount of the value of Option 1 and the value of Option 2 adjustment to the Contract Sum;
3. the threshold value of Subcontracts which will require approval;
4. the initial price of Subcontracts:
	* 1. which require the security of payment provisions set out in Schedule 9;
		2. which require the relevant Subcontractor to execute the subcontractor deed set out in Schedule 18;
5. the maximum daily amount of cost which the Contractor assumes in relation a Pandemic Construction Site Closure;
6. the maximum daily amount of delay damages; and
7. limitation of liability for liquidated damages for delay;
8. 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
9. the public interest has been served by revealing the existence of the threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Items 5, 18, 26Schedule 1(*Contract Particulars*) | The information redacted is the names of individual persons and email addresses | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons.The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Items 13, 24Schedule 1(*Contract Particulars*) | The information redacted are dollar amounts  | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the minimum dollar amount of certain insurances required to be maintained by the CIDS/ODS Contractor under the CIDS/ODS Contract;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to their insurance obligations and insurance risk, and the level of insurance risk that the CIDS/ODS Contractor was willing to price and accept:
3. knowledge of the minimum coverage amount of the insurances may have adverse impacts on the CIDS/ODS Contractor's ability to negotiate:
4. with its subcontractors and other related parties, particularly in circumstances where the CIDS/ODS Contractor seeks to ensure those parties effect their own insurance and effecting insurances; and
5. in future bids in relation to effecting and maintaining insurances with a minimum level of indemnity;
6. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions; and
7. the public interest has been served by revealing the existence of the insurances, and that there are limits on the extent of coverage. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Item 17Schedule 1Right hand column(*Contract Particulars*) | The information redacted are percentages | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4*The disclosure of this information would reveal the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential competitors and other contractors.*Section 32(1)(d), item 4(b), 4(c) and 4(d) of the table in section 14*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. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information sets out the percentages to be applied to the CIDS/ODS Contractor's costs in various scenarios;
2. 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
3. the Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and it outweighed by the public interest against the disclosure as identified above.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Items 19 and 20Schedule 1(*Contract Particulars*) | The information redacted is part of the schedule. | *Section 32(1)(d), item 1(f) of the table in section 14* The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because: 1. the redacted information sets out specific grounds on which the CIDS/ODS Contractor will be entitled to claim relief for the CIDS/ODS Contractor's Activities;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept in relation to certain events. Exposing this information may provide insight into the CIDS/ODS Contractor's view on the likelihood of certain risks arising;
3. if disclosed, the redacted information would prejudice the effective exercise by the Principal of its functions in negotiating similar risks with other contractors. The public interest in favour of disclosure has been served by revealing the purpose of the redacted information. In light of this disclosure there is an overriding public interest against the disclosure; and
4. 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.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Item 22Schedule 1(*Contract Particulars*) | The information redacted is part of the schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors.*Section 32(1)(d), items 4(b), 4(c) and 4(d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information is sets out a bespoke arrangement agreed between the parties to apportion risk with respect to the failure by the Principal to procure the occurrence of certain works. The disclosure of this information would provide insight on how the parties apportioned risk for the timing of certain interface works, and therefore the risk that the CIDS/ODS Contractor was willing to price and accept;
2. exposing the redacted information may provide insight into the amount that the CIDS/ODS Contractor was willing to price and accept in relation to the relevant risks, and would provide insight into the CIDS/ODS Contractor's cost structure and profit margins; and
3. revealing the information would place the Principal 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3Part A, Table 1(*Portions and Milestones*) | The redacted information is a date and a dollar amount. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out:
2. the Date for Construction Completion of Portion 1; and
3. the rate of liquidated damages if Construction Completion of Portion 1 does not occur by the relevant Date for Construction Completion;
4. exposing the redacted information would reveal the risk that the CIDS/ODS Contractor priced and accepted in relation to liquidated damages regime and the relevant Date for Construction Completion. Exposing this information may provide insight into the CIDS/ODS Contractor's views on its potential capabilities and likelihood of there being a delay to the project;
5. 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, as future parties will be able to see what level of risk the parties were willing to accept in relation to delay by a certain date. 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
6. the public interest has been served by revealing the obligation of the CIDS/ODS Contractor to achieve Construction Completion of Portion 1 by the relevant Date for Construction Completion. In light of this disclosure there is an overriding public interest against the disclosure of the precise dates, dollar amounts and Portion descriptions.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 3Table 3(*Portions and Milestones*) | The redacted information is the amount of the Milestone Performance Payment  | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the CIDS/ODS Contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information specifies the value of the Milestone Performance Payment;
2. exposing the redacted information may provide insight into the amount that the CIDS/ODS Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the CIDS/ODS Contractor's cost structure and profit margins; and
3. disclosure of the redacted information may provide insight on how the CIDS/ODS Contractor priced and accepted the work for the project; and
4. if this information were revealed, it 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 CIDS/ODS Contractor's legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 4(*Payment Breakdown Schedule*) | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the CIDS/ODS Contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information specifies the amounts payable to the CIDS/ODS Contractor for the works and itemises the components of the Contract Sum and pricing assumptions;
2. exposing the redacted information may provide insight into the amount that the CIDS/ODS Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the CIDS/ODS Contractor's cost structure and profit margins; and
3. disclosure of the redacted information may provide insight on how the CIDS/ODS Contractor priced and accepted the work for the project; and
4. if this information were revealed, it 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 CIDS/ODS Contractor's legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 8(*Requirements of Third Party Agreements*) | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out an allocation of responsibility between the Principal and the CIDS/ODS Contractor for the requirements of third party agreements;
2. the disclosure of the redacted information would:
3. provide insight on the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to the Third Party Agreements, and therefore the risk that the CIDS/ODS Contractor was willing to price and accept;
4. provide insight into the CIDS/ODS Contractor's views on its own capabilities and those of the third parties; and
5. reveal an itemisation of work which the Principal and the CIDS/ODS Contractor have invested time in developing and negotiating, which the parties may wish to use in future bids or procurements; and
6. revealing the information would place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature as the information would be readily accessible to potential future clients, competitors and contractors, and would place the Principal at a substantial commercial disadvantage in its negotiations with other contractors and third parties involving the same or similar third party agreements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 13(*Prices and Rates for valuation of Variations and Overhead Costs*) | The information redacted is part of the schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at clause 1 of Schedule 4*The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the CIDS/ODS Contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because:1. the redacted information specifies:
2. the prices and rates for valuation of Variation and Overhead Costs and assumption which the CIDS/ODS Contractor has priced the Variations and Overhead Costs;
3. the schedule of rates relevant to certain plant, equipment and labour; and
4. specified Overhead Costs to which the rates are applied;
5. exposing the redacted information may provide insight into the amount that the CIDS/ODS Contractor was willing to price and accept for performing the work (and all affiliated risks) and would provide insight into the CIDS/ODS Contractor's cost structure and profit margins; and
6. disclosure of the redacted information may provide insight on how the CIDS/ODS Contractor priced and accepted the work for the project, and if this information were revealed, it 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 CIDS/ODS Contractor's legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 14 (*List of warranties required from Subcontractors*) | The information redacted are time periods. | *Section 32(1)(d), item 1(f) of the table in section 14*The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the warranty periods for specified components of the Works for which the CIDS/ODS Contractor must procure warranties from the relevant Subcontractors;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to Subcontractor warranties, and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept in relation to those warranties;
3. the warranty periods provide insight into the Subcontractor's capabilities, and that information is expected to be used by the CIDS/ODS Contractor in the future. Additionally, the information may provide insight into the CIDS/ODS Contractor's ability to obtain certain warranty periods from the market; and
4. 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.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 19(*Options*) | The information redacted is the dollar value adjustment to the Contract Sum. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4* The disclosure of this information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the dollar amount of the value of Option 1 and the value of Option 2 adjustment to the Contract Sum;
2. exposing the redacted information would reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor, and therefore the level of risk that the CIDS/ODS Contractor was willing to price and accept in relation to those events; and
3. the public interest has been served by revealing the existence of the threshold values. In light of this disclosure there is an overriding public interest against the disclosure of the precise dollar amount.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 35(*Site Access Schedule*) | The information redacted is tables. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out:
2. details relating to the site access drawings; and
3. the Area of Site, Site Access Date, Site Access Expiry Date and Conditions of Access for various site areas;
4. the CIDS/ODS Contractor's delivery strategy and timing of works is a competitive differentiator of its proposal, and therefore part of its successful bidding strategy. Significant investment may have been made by the CIDS/ODS Contractor in the development and refinement of such strategy, and the access locations and access dates, combined with other information, could contain the CIDS/ODS Contractor's intellectual property. The CIDS/ODS Contractor may benefit from using this information in future bids to obtain a commercial advantage, and the disclosure of this information would reduce its competitive commercial value;
5. the CIDS/ODS Contractor has obligations under the CIDS/ODS Contract with respect to accessing the Site, including obligations relating to the prevention of delay and avoiding or minimising the consequences of such delay and disruption during construction. Revealing the redacted information would provide insight into the CIDS/ODS Contractor's views on its own capabilities and the level of risk the CIDS/ODS Contractor was willing to price and accept. If this information were revealed, it could place the CIDS/ODS 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 CIDS/ODS Contractor may have to negotiate or bid against. Therefore the disclosure of the information could prejudice the CIDS/ODS Contractor's legitimate business, commercial or financial interests; and
6. the public interest has been served by revealing the existence of the Site Access Schedule.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 36 (*Track Possessions*) | The information redacted is the entire schedule. | *Section 32(1)(a), paragraphs (b) and (e) of the definition of "commercial-in-confidence provisions" at section 1 of Schedule 4* The disclosure of this Information discloses the CIDS/ODS Contractor's cost structure or profit margins and would place the CIDS/ODS Contractor at a substantial commercial disadvantage in relation to potential contractors and provide visibility on the contractor's profit margins.*Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the track possession regime based on the proposal submitted by the CIDS/ODS Contractor;
2. revealing the schedule of track possessions would reveal aspects of how the CIDS/ODS Contractor proposes to perform the works in order to meet the required completion dates, and this information is part of the CIDS/ODS Contractor's competitive tender submission; and
3. the disclosure of the redacted information would provide insight on the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to the CIDS/ODS Contractor's Program and related risks, and therefore the risk that the CIDS/ODS Contractor was willing to price and accept. If this information were revealed, it could place the parties at a substantial commercial disadvantage when tendering or negotiating in future projects of a similar nature. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 39(*Interface Contractor Cooperation and Integration Deed*)Schedule 40(*Operator Cooperation and Integration Deed*) | The information redacted is the name and email address of individual persons. | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information would disclose personal information of individuals, including names and email addresses.The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Schedule 41(*Master Interface Protocols Deed Poll*) | The information redacted is the entire schedule. | *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in-confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. disclosure of the redacted information would reveal the specific governance arrangements for the project;
2. the disclosure of the redacted information would also provide insight into the governance arrangements on other related contracts due to the interfacing nature of these arrangements. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests.

**Review:** This information would be reviewed for disclosure as events and circumstances change. |
|  | Schedule 43(*IDAR Panel Agreement*) | The information redacted is the names of the members of the IDAR Panel.  | *Section 32(1)(d), item 3(a) of the table in section 14*The disclosure of this information would reveal an individual's personal information.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure of this information because the redacted information specifies the names of individual persons.The Principal considers that any public interest in favour of the disclosure is not significantly advanced by the disclosure of this information, and is outweighed by the public interest against the disclosure as identified above. |
|  | Exhibit C(*Principal's Insurance Policies*) | The information redacted is the entire schedule. | *Section 32(1)(d), item 1(f) of the table in section 14* The disclosure of this information could prejudice the effective exercise by an agency of the agency's functions. *Section 32(1)(d), item 4(b), (c) and (d) of the table in section 14*The disclosure of this information could reveal commercial-in- confidence provisions of a government contract, diminish the competitive commercial value of information to a person and prejudice a person's legitimate business and commercial interests.There is an overriding public interest against disclosure. | The Principal weighed the competing public interest considerations and determined that there was an overriding public interest against disclosure for the following reasons:1. the redacted information sets out the terms and conditions of the insurance policies required to be maintained by the Principal under the CIDS/ODS Contract;
2. exposing the redacted information would:
3. reveal the level of risk which the insurance market was prepared to accept in respect of the Sydney Metro City & Southwest project; and
4. reveal the apportionment of risk between the Principal and the CIDS/ODS Contractor in relation to their insurance obligations and insurance risk, and the level of insurance risk that the Principal and CIDS/ODS Contractor were willing to accept; and
5. revealing the information would place the parties at a substantial commercial disadvantage in future projects of a similar nature, as the information would be readily accessible to potential future clients, competitors and contractors. Therefore the disclosure of the information could reduce the information's competitive commercial value and prejudice the parties' legitimate business, commercial or financial interests and also prejudice the effective exercise by the Principal of its functions.

**Review**: This information would be reviewed for disclosure as events and circumstances change. |